



TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, October 22, 2012  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.

AGENDA

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CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES .....	1
OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL	
REPORT OF THE TOWN MANAGER	
REPORTS AND COMMENTS OF COUNCIL MEMBERS	
OLD BUSINESS	
1. Storrs Center Update (Item #1, 10-09-12 Agenda) (Oral report)	
2. Community/Campus Relations (Item #2, 09-24-12 Agenda) (Oral report)	
NEW BUSINESS	
3. Successor Collective Bargaining Agreement with IAFF (Firefighter Employees).....	29
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**FUTURE AGENDAS**

**EXECUTIVE SESSION**

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

**15. Sale or purchase of real property, in accordance with CGS §1-200(6)(D)**

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
October 9, 2012  
DRAFT

Mayor Elizabeth Paterson 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: Freudmann, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro  
Excused: Keane, Kochenburger

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Mr. Shapiro seconded to approve the minutes of the September 24, 2012 meeting as corrected. Motion passed by all except for Mr. Paulhus and Mr. Schaefer who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Chris Miles, spoke on behalf of a group of faculty from the University of Connecticut in support of the Responsible Contracting Ordinance emphasizing on greater enforcement of State and Federal laws, hiring undocumented workers, and community hiring.

Prakash Kashwan, 81 Independence Drive, assistant professor of Political Science at the University of Connecticut, requested the Town adopt a Responsible Contracting Ordinance to ensure equitable labor conditions at publicly funded construction projects in town. (Statement attached).

Jessica Higham, 14 Adeline Place, spoke as a parent and the voice for families in the community supporting the benefits of the Southeast School site. (Statement attached).

Ken Forrest, 140 Brookside Lane, expressed the benefits of the Southeast site for its proximity to the library and sports fields.

Silvia Dorado, 29 Storrs Heights, feels Southeast is not just a building, but consists of an outstanding team of dedicated professionals. She is concerned about the survival of this exceptional team and their morale during this period of high uncertainty.

Jennifer Hawkins-Mott, Browns Road voiced her concerns about the two new school proposal, specifically enrollments and capacity issues. She disagreed that town officials and the Board of Education can predict with statistical accuracy the future enrollment projections.

Jana MacDonald, 29 Atwoodville Road, read a letter from Greg Zlotnick, 28 Wormwood Hill Road, expressing his opinion that all three neighborhood schools should remain opened. (Statement attached)

Erin Ballou, Wormwood Hill Road, moved to Mansfield for the wonderful school system. She would like to see the Council reconsider the school site and to take into account that Southeast would not require the purchase of additional land.

Harvey Luce, 528 Bassetts Bridge Road, speaking as a soil scientist explained that the Southeast location has the best aquifer in comparison to the other sites. In his opinion, Southeast is the number one choice and money would be better spent in building than having to purchase additional land.

Shannon Cartier, Hanks Hill Road, as a Social Worker at E. O. Smith High School, supports three community schools feeding into the middle school and then feeding into

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the high school creating stepping stones for the social and emotional well-being of the students.

Greg Samuels, Wormwood Hill Road, addressed the challenges of being a leader and the moral and ethical decisions leaders must make. He feels purchasing land for the building site is not living up to the best interest of the town.

Ted Jordan, speaking as a union carpenter highly supports the Responsible Contracting Committee.

Lena Rossi, 818 Storrs Road, as a kindergarten teacher she realizes how vital a school climate is to student growth. She requests that the Council reconsider the closing of Southeast School.

Bob LaRose, 58 Olsen Drive, has recently moved to Mansfield for the reputation of its teachers. He is very concerned that the two school project will put a heavy tax burden on the residents, as will the refurbishing of the schools for repurposing.

Lisa Eaton, 89 Lorraine Drive, loves the idea that Mansfield has the best schools and that the community has come out to express their love for the intimacy of the schools. She expressed that there are still choices for renovating like new.

Mike Kelly, 138 Storrs Road, spoke on the impact of closing Southeast School and feels that the Town is not spending enough time on the aftereffect.

Al Hawkins, 242 Spring Hill Road, is against the closing of Southeast School again. He feels not enough long term planning has been done and with other building projects going forward now is not the time for this project.

Cindy Wells, Wormwood Hill Road, strongly feels that keeping Southeast School open is in the best interest of the Town and that elected leaders should base their decisions on strong data.

Arthur Smith, Mulberry Lane, questioned the validity of using staff who are not attorneys to answer questions concerning the tax status of UConn Tech Park enterprises.

#### IV. REPORT OF THE TOWN MANAGER

In addition to his written report the Town Manager commented that the Council reviewed a variety of factors in making their decision on proposed school locations; the fair contracting ordinance will be discussed later in the meeting; and the presentation by the Assessor focused on how the Town currently taxes UConn related businesses. The Assessor does consult, as needed, with the Town Attorney.

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

Mayor Paterson recommended the Town Council add to the agenda the appointment of an ad hoc committee to study a Responsible Contracting Ordinance and to appoint Mr. Paulhus, Ms. Moran and herself to the Committee. The motion to add to the agenda was made by Mr. Ryan, seconded by Mr. Schaefer and was passed with all in favor except Mr. Freudmann. This will be Item 4a on the agenda.

Mr. Schaefer distributed a Daily Campus article regarding relaxing UConn's stance on Spring Weekend. Mayor Paterson reported this item was discussed at the last Town/Gown meeting. The Mayor and Assistant Town Manager Maria Capriola also attended an open forum with students at which Spring Weekend, partying and enforcement were discussed. No decisions were made but UConn is reviewing their options including student only events. The Town will continue to monitor the issue.

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Mr. Paulhus will be attending the Veteran Day's Celebration and thanked Tony Kotula for his efforts to move the event to the Community Center.

Mr. Ryan attended a meeting regarding contract negotiations for Region 19 at which meeting towns were asked to provide input to the process.

#### VI. OLD BUSINESS

##### 1. Storrs Center Update

Town Manager Matt Hart reported work has begun on Wilbur Cross Way.

##### 2. Community Water/Wastewater Issues

The Town is awaiting the Environmental Impact Evaluation which is expected in early November.

#### VII. NEW BUSINESS

##### 3. Mansfield Community Center Fee Schedule

Mr. Ryan moved and Mr. Freudmann seconded to approve the Community Center fee recommendations for the operating year beginning November 1, 2012 and ending October 31, 2013 as presented by staff in its draft dated October 9, 2012.

Motion passed unanimously.

##### 4. Veteran's Day Ceremonial Presentation Planning Subcommittee

Mr. Paulhus; Ms. Moran and Mr. Schafer volunteered to serve on the Subcommittee.

##### 4a. Formation of a Ad Hoc Responsible Contracting Ordinance

Mr. Ryan moved to form an ad hoc Responsible Contracting Ordinance Committee to examine the subject and to report back to the Council. The motion was seconded by Mr. Shapiro. Mr. Paulhus, Ms. Moran and Mayor Paterson have agreed to serve on the Committee.

Mr. Freudmann suggested the motion be tabled to the next meeting in order to conduct a workshop for the entire Council and to outline a charge for the Subcommittee. The motion failed for lack of a second.

Subcommittee Chair Moran expressed her plans to look at a variety of information and proposals and then to winnow those to meet the needs of Mansfield. Council members discussed the role of the Committee including the need to look at the entirety of the issue, to examine what towns similar to Mansfield have done, and to gather and sift through information. The Committee meetings will be open to the public.

The motion passed with all in favor except Mr. Freudmann who was opposed.

#### VIII. DEPARTMENTAL AND COMMITTEE REPORTS

Mr. Schaefer questioned the wording found on page 25 Section 3c of the Parks Advisory Committee minutes dated March 7, 2012. The section should read "Wet area...".

#### IX. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Finance Committee, reported the Committee reviewed the relocation cost associated with Storrs Center. A complete report will be presented by Cynthia van Zelm in February, but current indications are that the totals will be within the budget.

The Finance Committee also discussed the South Eagleville Walkway which was approved by a Town Meeting but failed to garner the 15% needed at referendum. The project will expire in 3 years unless action is taken. The Committee recommended this be added to a future agenda for discussion.

#### X. PETITIONS, REQUESTS AND COMMUNICATIONS

5. Human Services Advisory Committee, Advisory Committee on the Needs of Persons with Disabilities, Mansfield Advocates for Children re: Public Hearing on

October 9, 2012

Public Transportation Issues

6. M. Hart re: Proposed Interstate Reliability Project
7. M. Hart re: Town of Mansfield Application to the Main Street Investment Fund for the Storrs Center Downtown Enhancement Plan
8. Assisted/Independent Living Project Background
9. Assisted/Independent Living Proposal: Selection Criteria. Mr. Freudmann requested a definition of "preferred developers" and asked what services have been provided to Masonicare. Town Manager Matt Hart reviewed the history of the designation and extent of the efforts of the Town. Mr. Shapiro left the table during the discussion in accordance with his previously announced recusal from voting or discussing issues related to Masonicare.
10. Invitation re: "Celebrating the Living and Remembering the Fallen"
11. Proclamation in Recognition of October 14 – 20, 2012 as Freedom from Workplace Bullies Week – Deputy Mayor Moran thanked the Mayor for offering this proclamation as bullying within the workplace is a serious issue.

XI. FUTURE AGENDA

As requested by the Finance Committee the discussion of the South Eagleville Walkway will be added to a future agenda.

Mr. Shapiro moved and Mr. Paulhus seconded to move into Executive Session to discuss the Sale or Purchase of Real Property, in accordance CGS§1-200(6)(D) (the Town Manager and Town Attorney will be included in the discussion), and to discuss Personnel, in accordance with CGS§1-200(6)(A).

Motion passed unanimously.

XII. EXECUTIVE SESSION

Sale or purchase of real property, in accordance CGS§1-200(6)(D)

Present: Freudmann, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro

Also included: Town Manager Matt Hart and Town Attorney Dennis O'Brien

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

Present: Freudmann, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro

XIII. ADJOURNMENT

Mr. Paulhus moved and Mr. Schaefer seconded to adjourn the meeting at 10:00 p.m. The motion to adjourn passed unanimously.

Elizabeth C. Paterson, Mayor

Christine Hawthorne, Assistant Town Clerk

October 9, 2012

My fellow Mansfield residents,

My name Prakash Kashwan, I live at 81 Independence Dr. in Mansfield Center, and I am an assistant professor of Political Science at University of Connecticut.

I stand here to support and request your support for the proposition that the Town of Mansfield adopts a responsible contractor ordinance. As many of you know, this ordinance has been proposed by the an ad hoc group of UConn faculty, and has the support of the Connecticut Laborers District Council and the New England Regional Council of Carpenters. The purpose of such ordinances are to ensure equitable labor conditions at publicly funded construction projects in Mansfield. They apply to all large-scale, publicly funded construction sites (new buildings and renovations) in the Town, and often require that all contractors at such sites pay a living wage to their employees (“prevailing wage”). The ordinance could offer stronger protections against discrimination, against the illegal misclassification of workers (a common practice in the industry by which contractors avoid paying into social security or workers compensation), and could give preference to workers from Eastern Connecticut at the point of hire.

To me, this is both a moral and an economic issue. As the UConn Ad Hoc Faculty Committee for Workers’ Rights has shown, the benefits of this ordinance outweigh the costs. It would also work toward ensuring that the money which taxpayers spend on public infrastructure stays in their communities. There is convincing evidence that contractors with a history of labor law violations also provide poor quality work. In a study of 17 cities, the Inspector General of the U.S. Department of Housing and Urban Development found a “direct correlation between labor law

violations and poor quality construction” that resulted in high maintenance and repair costs for taxpayers over the long-term.<sup>1</sup>

As someone who does research on the political and economic consequences of inequality and deprivation, I also suggest that supporting responsible contracting ordinance is in the long term interest of our society. And, indeed, as responsible and law abiding resident of this great town of Mansfield, I would not want to contribute to any violation of federal, state, or local laws that support payment of minimum wages and other laws at stake. Finally, my inner voice also tells me that it is the right thing to do – it is absolutely important that we create conditions that allow every individual to have the best opportunity they can have to pursue their own aspirations. I look forward to getting to know you over the years to come!

Thank you.

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<sup>1</sup> Moshe Adler, “Prequalification of Contractors: The Importance of Responsible Contracting on Public Works Projects,” Fiscal Policy Institute (New York, NY), 3-5.

Jessica Higham

### Opening Remarks

Thank you for hearing my voice this evening. As you now know, you have not heard many voices from Southeast families as the community was lulled into complacency by the thought that, since Southeast was the site selected for the proposed one school plan, it would most assuredly be selected for any future school site scenario. Southeast was determined to have the capacity to house a school of 750 students which would serve the entire town. When the recommendation was made to have two schools, the community made what seemed a logical assumption – that Southeast would always be one of the viable sites. Since that appears to not be a certainty, I appreciate your willingness to listen to the voices from the Southeast community tonight and would ask that members of the Southeast community stand so that you can understand the commitment we bring to this cause.

What I will say tonight may not be new; I will tell you that one of the school sites for whatever plan is adopted should be Southeast. I will tell you this with the same passion that two other school communities told you that their sites were preferable. I will acknowledge that any decision that involves children is an emotional one. I will also tell you that decisions of this magnitude must be guided by the heart and made in tandem with the wisdom of the head. This decision must acknowledge the hard data. In her book *The Essential Conversation*, Harvard professor Sarah Lawrence Lightfoot wrote about “truths the hand could touch”. I ask that your decision be grounded in data that can be available and understood and that the end result is schools where the hopes and dreams of children and their families can come to life.

I speak to you tonight as a Southeast parent, a resident of Mansfield and someone who has served on various committees in the town. I am also a taxpayer and I want to be certain that all monies are spent in an efficient manner. I am aware that there is tremendous human capital in Mansfield and I need to be assured that the hard work of all of the committees and town services have been utilized in making this decision. Are the current recommendations consistent with committee recommendations?

Fiscal resources are a key consideration in a project of this scope. I can only wonder why a site would be considered if the purchase of 40 acres at an estimated cost of \$450,000 is required to make it a viable site while the other two sites can comfortably house the footprints of two new schools with no additional land acquisitions. Southeast is surrounded by a state park which provides an outdoor science laboratory for learners. The Fenton River allows children to explore marine life. The Southeast Fields are already home to hundreds of our town's children and the adjacent land provides ski, running and bike trails for the students. No other site being considered can out grace these natural resources.

We have a variety of speakers this evening who will speak about the pertinent issues in this decision – demographics, site suitability, traffic, site accoutrements and sustainability as well as school culture. Through this discourse, you will clearly understand why we believe that Southeast must be one of the school sites. The data demands it.

Before my colleagues have an opportunity to speak, I have a few more thoughts to share. You have a responsibility that I would not want; you must make a decision that will affect not only our children of today but also a generation yet to be born. Your decision is one that transcends mere bricks and mortar. You are the architects of Mansfield's future. Our town has been known and defined by its dedication to excellence in education. It is the reason many of us have chosen to build our lives here. For Mansfield, high expectations are a way of life, the standard we have come to expect and we do not want this compromised. We are, after all, crafting the future and I for one hope that the message we send to that future will resonate with collaboration, courage, compassion and, most importantly, success. I hope it will be one that the future generation will view with respect.

I could speak for hours about the benefits of Southeast as a school site but, since it was the site selected should there have been one school, I understand that you already know all of the benefits or it would never have been selected as the one site that could serve the entire town. Tonight I need to let other voices be heard – voices that were quiet because of a false assumption. Let me close my remarks by noting that schools are buildings that house the future.

**Let's make a decision together that makes the brightest possible future available to Mansfield's children. Thank you for your service to the town and to the future of the town's greatest natural resource – its children.**

Jana MacDonald / Greg Zlotnick

To all members of the council and guests, please understand that I am of the opinion and mind that NOT ONE of our three neighborhood schools should be closed. Do we as parents NOT realize that it is the TEACHERS that make the schools what they are and why the Mansfield school system is held in such high regard? When my wife Kim passed, ... Peter, Michael and Gregory were 8, 5 and 2. Betsey Parker and the entire staff at Southeast WERE and STILL are the reasons my sons are who they are today. Everyone at Southeast took each boy under their wings and filled each of them with love and compassion that I GUARANTEE one will SELDOM find in larger schools. Our students here are cared for individually and given the attention they need by the teachers within these three schools. The children are not "lost" in a large building because of the hustle and bustle of getting from one room to the next, ... but just the opposite. The distances they traverse are short and they are all cared for and overseen through out the day. I liken it to a home that's perhaps two bedrooms and the kids all stay in one bedroom. Is it difficult at times? Sure it is. But there is a bond to one another that is developed as a result of the closeness that they share. Our three schools offer ALL of our children that same opportunity for that bond to evolve. Are there areas for improvement within Southeast, Vinton and Goodwin, of course there are. We need to assess and prioritize those items that are necessary in each school for the good of our children and THEN put values to them. I live on Wormwood Hill Rd. EVERY day I drive past Southeast at least twice and each time I'm taken back to that most difficult period in my life. However, ... I NEVER feel pain when I do. I feel a simple joy and quiet fondness with the memories of what Betsey and the staff at Southeast did for my children. Each school, in its own way, offers that quiet comfort to those who walk their halls. I will admit most selfishly however, that Southeast is embedded in my soul and shall ALWAYS stay as such. Thank you. Greg Zlotnick

# Administration to relax holds on spring weekend

By Katherine Tibedo *X/42*,  
Staff Writer

The administration is relaxing its stance on Spring Weekend, according to Undergraduate Student Government President Stephen Petkis' report at Wednesday's USG Senate meeting. In his report, Petkis, a 7th-semester political science and human rights double-major, said that while certain policies such as the ban on non-UConn students staying in resident halls and an increased police pres-

ence will remain in affect, the university is changing its attitude towards Spring Weekend.

According to Petkis the moratorium of last year is over. The university will no longer encourage students to go home for the week by presenting the campus as an unsafe environment. In addition, student services will operate as usual and student organizations will be able to rent space and organize events for that weekend. The focus is to treat Spring Weekend as simply another

» SPRING, page 2

## Spring weekend highlighted at USG meeting

from **ADMINISTRATION**, page 1  
weekend on campus.

"This is a big victory for us," said Petkis.

Legislation regarding Spring Weekend policies and programs will be presented in Senate in the near future. USG will be working with the administration and other organizations such as SUBOG to create events that, according to Petkis, will benefit students and their families.

On Wednesday, the Senate also approved \$144,995.08 of the \$232,585.86 in funding requested with little debate and no dissenting votes. Those organizations that were denied partial or full funding can appeal if they feel they were discrimi-

nated against. If their funding falls after Thanksgiving, they can reapply later in the semester. Those organizations seeking funding next semester will have to comply with the new funding policies passed on September 19th. The deadline to apply for Spring semester funding in November 2nd.

In an effort to bridge the gap between administration and the student body, USG will host Straight to the Source next Tuesday, October 9. Students will have the opportunity to speak directly to administrators from 3:30p.m. to 5:30p.m. in the north lobby of the Student Union, according to Naqvi. Also on Tuesday, UConn Police Department will hold

a forum at from 5p.m. to 7p.m. in the Student Union theater. Naqvi said the UCP event is a way to open a dialogue between the student and the police department.

*"This is a big  
victory for us."*

*Stephen Petkis,  
USG President*

The Senate also unanimously passed a commendation of basketball coach Calhoun in recognition of career and substantial contributions to both UConn and the state of Connecticut.

Katherine.Tibedo@UConn

Submitted by  
Council Schaefer

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
October 4, 2012  
DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Freudmann, Kochenburger (arrived 6:15 P.M), Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro (via conference call) (arrived 7:00 P.M.)  
Excused: Keane

II. OLD BUSINESS

Storrs Center Update

Matt Hart Town Manager outlined the order of the workshop to include updates on the retail tenanting piece, an update on the fiscal impact analysis and a sound viable plan to address the challenges being faced regarding funding public interest projects.

Introductions included members of the Council; Town Attorney Dennis O'Brien, Director of Downtown Partnership Cynthia vanZelm, Finance Director Cherie Trahan, Consultant Shuprotim Bhaumik from HRA & Advisors, Master Developers from Storrs Center Alliance Howard Kaufman and Lou Marquet, and Director of Public Works Lon Hultgren.

Howard Kaufman spoke on the acceptability of the market to the retail tenanting of the project with Phase 1A being ninety-five percent leased. Marketability for tenant and retail has been very well received with Phase 1C and Market Square being 80% leased. Anchors to support the project will include the UConn Book Store, Price Chopper and a Medical Health Center. The total footage of the project will be approximately 86,000 square feet.

Mr. Kochenburger requested the Town Council have some input regarding the plan and design of Market Square.

Lou Marquet reviewed a number of challenges that were addressed involving relocating tenants, safety issues and utility delays. Within the next six weeks the façade will be completed on store fronts on Dog Lane. Upon the completion of removing the foundation at 1254 a temporary crescent shaped road will be constructed to connect Bolton Road and Dog Lane. Demolition of the Phase 4 site will begin before the end of the year.

Lon Hultgren spoke on the status of the public infrastructure projects for Storrs Center. The construction bidding on a number of projects has been below the anticipated 25% range of the detailed engineering estimates. Additionally, DOT administrative and review fees were more than anticipated and delays from utility companies have negatively impacted the project with increased costs.

Mr. Shapiro left the meeting at 7:30 P.M.  
Shuprotim Bhaumik and Director of Finance Ms. Trahan reviewed the revised fiscal impact of the project. Upon completion of the phases to the Storrs Center

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project it is estimated that over \$65 million will be added to the assessed value, raising the value of real property in town to over \$967 million in assessment year 2014. On a cumulative basis between FY2014-15 and 2021-22 almost \$6 million will be collected in net revenues from Storrs Center. (Presentation attached)

Mr. Kochenburger left the meeting at 7:50 P.M.

Mr. Hart stated according to the updated fiscal impact analysis there is sufficient net revenue from the 4 phases to cover the additional needs on the project.

Mr. Paulhus moved and Ms. Moran seconded that the Town Council go into executive session to discuss Pending Claims and Litigation in accordance with CGS§1-200(6)(B)

Motion passed unanimously.

### III. EXECUTIVE SESSION

Pending Claims and Litigation in accordance with CGS§1-200(6) (B)

Present: Freudmann, Moran, Paterson, Paulhus, Ryan, Schaefer and Shapiro  
Also included in the discussion were Town Manager Matt Hart, Director of Public Works Lon Hultgren and Town Attorney Dennis O'Brien.

### IV. ADJOURNMENT

The Council reconvened in regular session. Toni Moran moved and Bill Ryan seconded to adjourn the meeting at 8:50 p.m.

Motion passed unanimously.

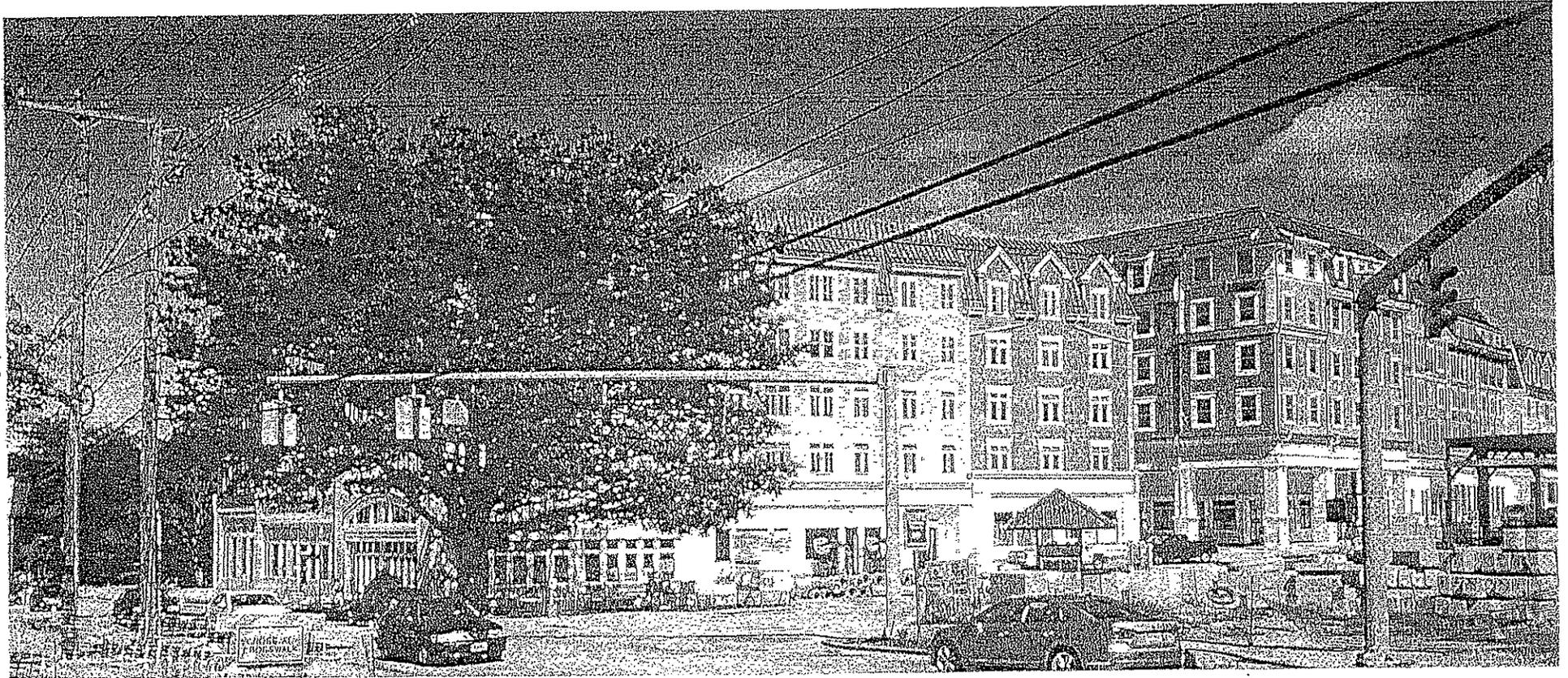
Elizabeth Paterson, Mayor

Christine Hawthorne, Asst. Town Clerk

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# Storrs Center Fiscal Impact Study

October 4, 2012



\$3 M Tax Abatement Fund - Proposed Use Summary

Expenditure	Budgeted \$	Obligated to date	Balance to be funded by other sources	Comments
FTA Grant Matching Funds	\$1,235,000			
Dog Lane Streetlights	\$115,000	\$115,000		23 lights plus installation costs
Dog Lane Connector Construction	\$260,000	\$381,000	\$121,000	Was Split out from Village Street Project
Post Office site improvements	\$75,000		100,000	Also \$125,000 Town in-kind
Town Square improvements	\$30,000		70,000	Also \$100,000 Town in-kind
Temp drainage costs (village street in front of TS-2)	\$40,000	\$40,000	\$25,000	Leyland is other funding source for share of advance VS work for TS-2 constr
Demolition of Phase 1 Structures	\$100,000			Per Development Agrt
Stone Wall (Rte 195)	\$40,000		\$28,000	EO Smith is other funding source
Additional costs -- Village Street & IMC	\$1,105,000			To complete the VS and IMC projects
Total:	\$3,000,000			

The initial four phases of Storrs Center exceed 526,000 gross square feet across all uses.

	Phase 1A	Phase 1B	Phase 1C	Market area	Total
Residential Rental	129,325	144,050	66,400		339,775
Retail	27,052	43,230	16,459	37,175	123,916
Mixed-use			62,698		62,698
Total	156,377	187,280	145,557	37,175	526,389

These phases add over \$65 million in assessed value, raising the value of real property in the Town to over \$967 million in assessment year 2014<sup>1</sup>.

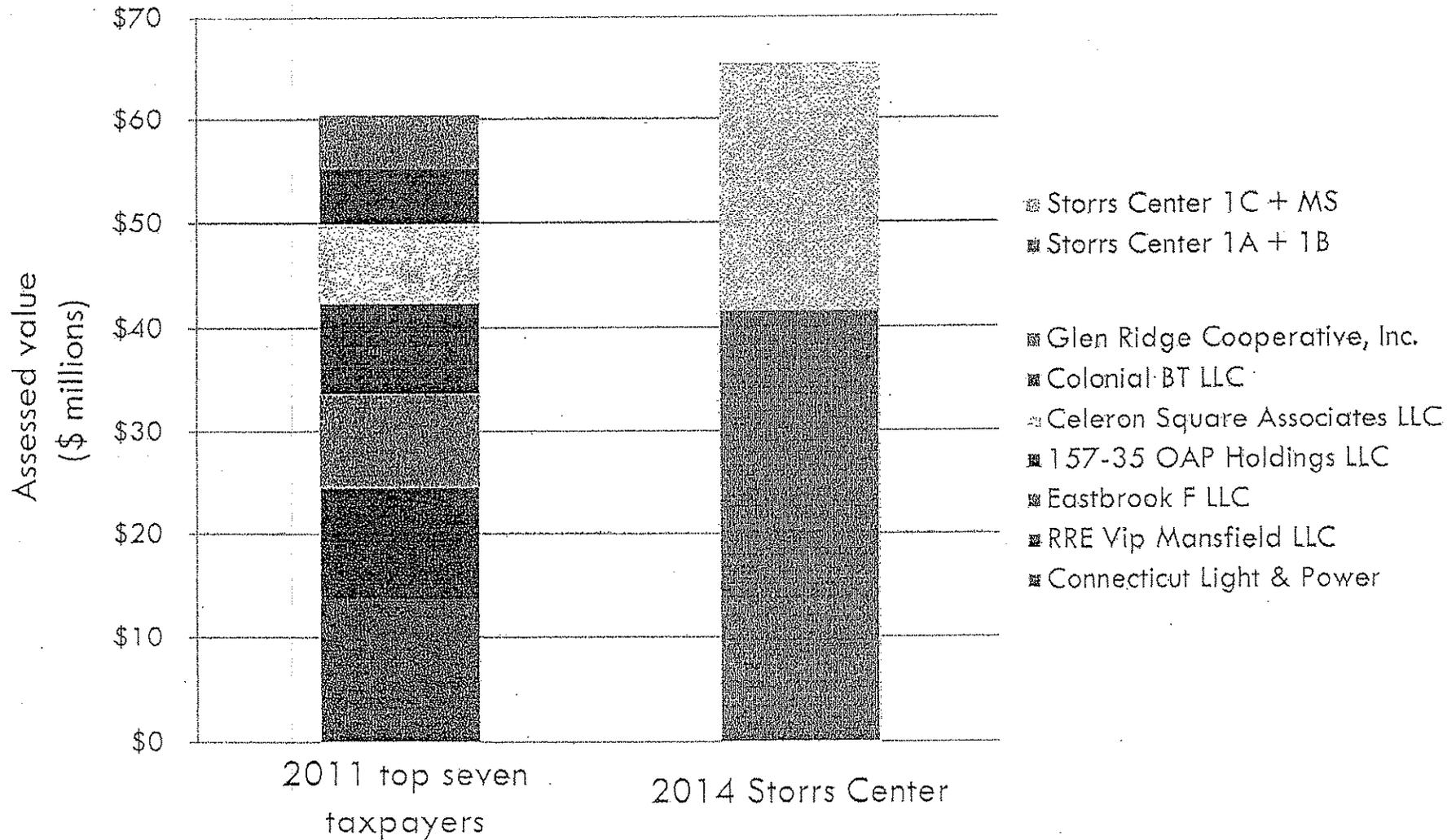
Line Item	Assessed Value
<u>2014 Projected Grand List</u>	
Gross Real Property <sup>2</sup>	\$901,987,952
<u>2014 Storrs Center Assessed Value</u>	
Phases 1A and 1B	\$41,522,000
<u>Phases 1C and Market area</u>	<u>\$23,705,000</u>
Total	\$65,227,000
<u>2014 Estimated Grand List</u>	
<u>Gross Real Property</u>	<u>\$967,214,952</u>

<sup>1</sup> This is the first year all four initial phases of Storrs Center are fully assessed, and the next scheduled revaluation of all property in the Town

<sup>2</sup> Projected at 1% annually.

The 2014 assessed value of these initial phases is greater than the 2011 assessed values of the top seven taxpayers combined.

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This equates to nearly \$2 million in additional gross taxes in FY 2015-16, bringing the estimated gross taxes to the Town to over \$31 million.

	Projected Tax Revenue
<u>FY2015-16 Projected Tax Revenues</u> <sup>1</sup>	
Property Taxes	\$29,799,427
<u>Storrs Center</u>	
Phases 1A and 1B <sup>2</sup>	\$1,270,000
<u>Phases 1C and Market area</u>	<u>\$725,000</u>
Total	\$1,995,000
<u>FY2015-16 Estimated Tax Revenues</u>	
Property Taxes	<u>\$31,794,427</u>

<sup>1</sup> Estimate via adopted FY2012-13 Mansfield Town Budget.

<sup>2</sup> Excludes residential real estate tax abatement of \$728,000.

In calculating costs to the Town, both average (per capita) costs and marginal costs were accounted for in Phases 1A and 1B.

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Average  
costs

Community Services

-20-

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Marginal  
costs

Public Safety

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Public Works

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Intermodal Center

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Note: all costs inflated at 3% per year.

For Phases 1 C and the Market area, only average costs were applied.

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Average costs	General Government
	Public Safety
	Public Works
	Community Services
	Town-Wide Expenditures

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Marginal costs	None
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Note: all costs inflated at 3% per year.

For all phases with a residential component, we estimated costs associated with school-aged children.

	New students generated	Gross cost	State aid	Net cost <sup>1</sup>
Phase 1A	5.0	\$76,646	(\$26,125)	\$50,521
Phase 1B	6.3	\$96,917	(\$33,035)	\$63,882
Phase 1C	4.3	\$65,750	(\$22,411)	\$43,339

<sup>1</sup> Net school costs are applied in the first year in which a particular phase is operational.

# Total Costs per Fiscal Year

	Fiscal year									
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Total average costs	\$0	\$5,167	\$15,971	\$50,001	\$86,058	\$118,419	\$146,648	\$151,047	\$155,578	\$160,246
Total school costs	\$0	\$52,036	\$53,597	\$125,011	\$177,540	\$182,866	\$188,352	\$194,002	\$199,822	\$205,817
Total marginal costs	\$107,339	\$201,652	\$415,403	\$427,865	\$440,701	\$453,922	\$467,540	\$481,566	\$496,013	\$510,894
<u>Garage sinking fund</u>	<u>\$0</u>	<u>\$0</u>	<u>\$50,000</u>	<u>\$51,500</u>	<u>\$53,045</u>	<u>\$54,636</u>	<u>\$56,275</u>	<u>\$57,964</u>	<u>\$59,703</u>	<u>\$61,494</u>
Total costs	\$107,339	\$258,855	\$534,971	\$654,377	\$757,344	\$809,843	\$858,815	\$884,579	\$911,117	\$938,450

# Net Fiscal Impact by Phase

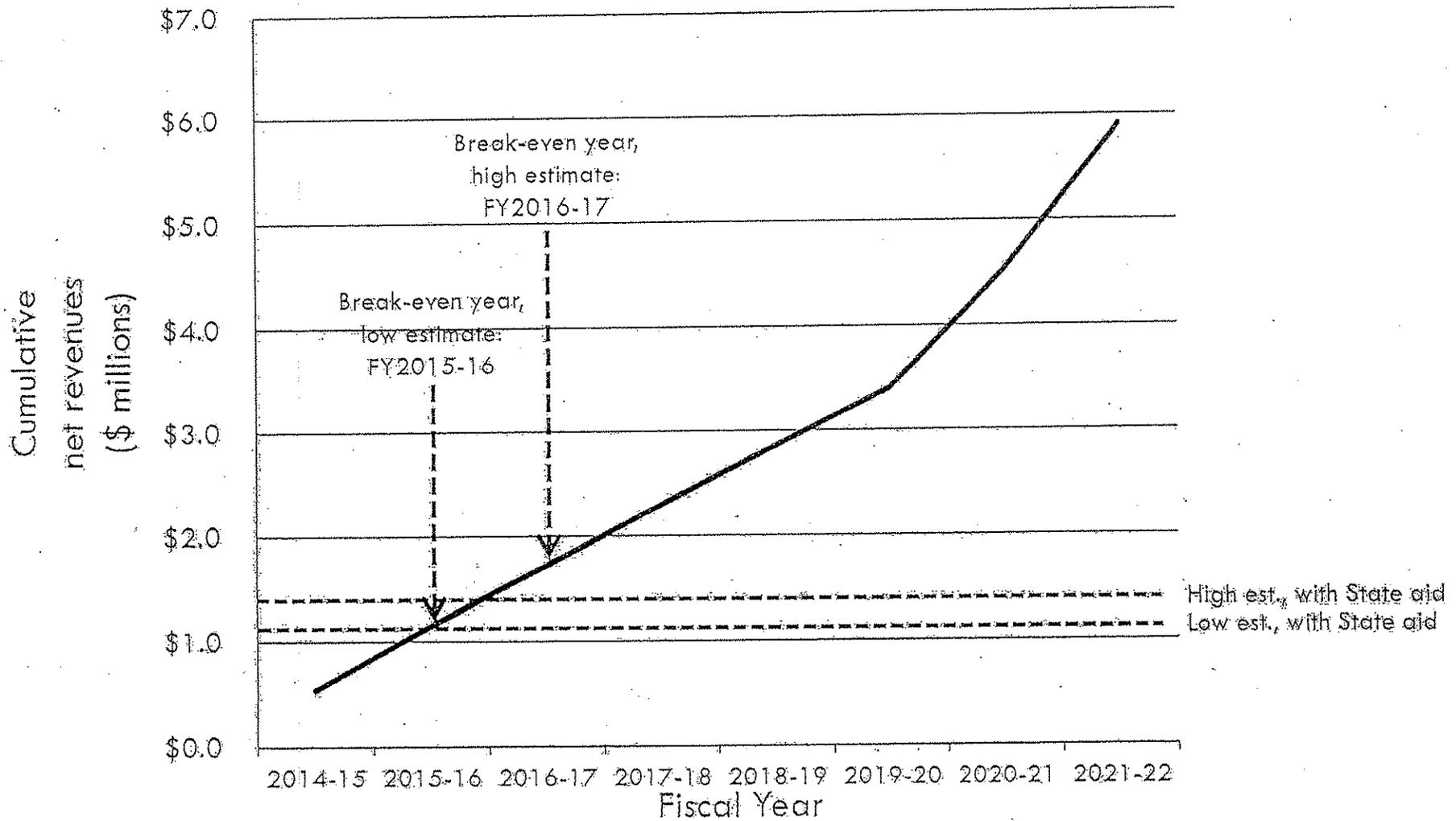
	Fiscal year									
	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
<u>Phase 1A + 1B</u>										
Gross tax revenue	\$68,217	\$830,378	\$1,371,770	\$1,269,854	\$1,269,854	\$1,269,854	\$1,269,854	\$1,269,854	\$1,472,109	\$1,472,109
Tax abatement	\$0	(\$321,000)	(\$715,000)	(\$728,000)	(\$671,000)	(\$606,000)	(\$581,000)	(\$554,000)	(\$291,000)	\$0
Municipal costs	(\$107,339)	(\$258,855)	(\$484,971)	(\$580,295)	(\$609,002)	(\$633,093)	(\$652,086)	(\$671,649)	(\$691,798)	(\$712,552)
<u>One-time net revenues</u>	<u>\$705,100</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Net fiscal impact	\$665,978	\$250,523	\$171,799	(\$38,441)	(\$10,148)	\$30,761	\$36,768	\$44,205	\$489,311	\$759,557
<u>Phases 1C + Market area</u>										
Tax revenue	\$0	\$0	\$248,438	\$724,970	\$724,970	\$724,970	\$724,970	\$724,970	\$840,439	\$840,439
Municipal costs	\$0	\$0	\$0	(\$22,582)	(\$95,298)	(\$122,114)	(\$150,453)	(\$154,967)	(\$159,616)	(\$164,404)
<u>One-time net revenues</u>	<u>\$0</u>	<u>\$0</u>	<u>\$166,177</u>	<u>\$0</u>						
Net fiscal impact	\$0	\$0	\$414,615	\$702,388	\$629,673	\$602,856	\$574,517	\$570,003	\$680,823	\$676,035
<u>Other costs</u>										
Garage sinking fund	\$0	\$0	(\$50,000)	(\$51,500)	(\$53,045)	(\$54,636)	(\$56,275)	(\$57,964)	(\$59,703)	(\$61,494)
<u>Phases 1A + 1B + 1C + Market area</u>										
Total net fiscal impact	\$665,978	\$250,523	\$536,414	\$612,447	\$566,480	\$578,981	\$555,009	\$556,245	\$1,110,431	\$1,374,098
Total cumulative net fiscal impact			\$536,414	\$1,148,861	\$1,715,341	\$2,294,322	\$2,849,331	\$3,405,576	\$4,516,008	\$5,890,105

Net fiscal revenues will be used to fund the infrastructure costs associated with the development. Additional State aid may be available.

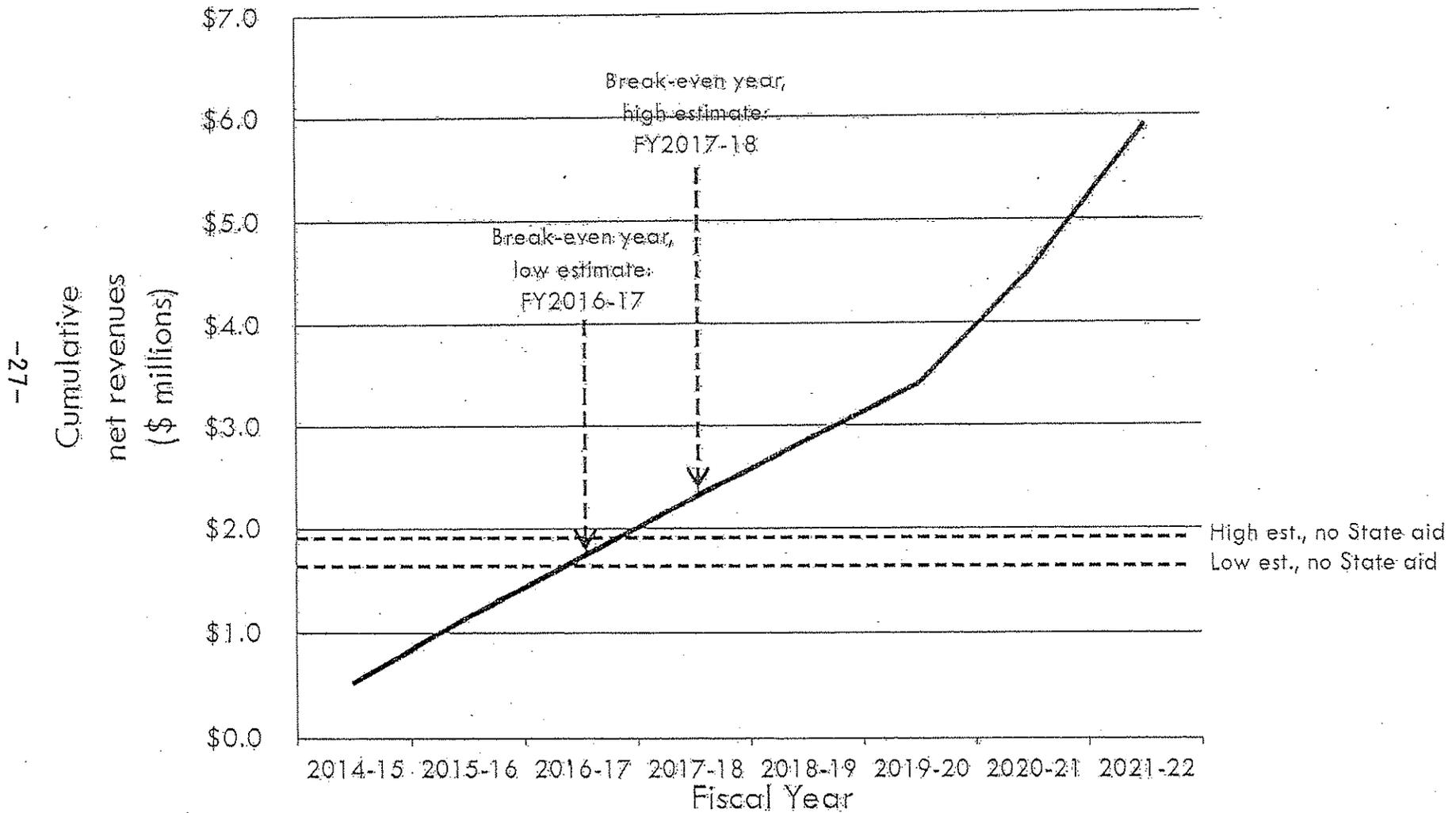
Project	Deficit	
	High Estimate	Low Estimate
Parking Garage	\$775,000	\$525,000
Dog Lane and Storrs Road	\$880,000	\$880,000
Other Infrastructure	\$300,000	\$300,000
<b>Total</b>	<b>\$1,995,000</b>	<b>\$1,705,000</b>
Potential new State aid	(\$605,000)	(\$605,000)
<b>Total with State aid</b>	<b>\$1,350,000</b>	<b>\$1,100,000</b>

Between FY2014-15 and 2021-22, almost \$6 million will be collected in net revenues from Storrs Center, leaving a considerable budget cushion.

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Between FY2014-15 and 2021-22, almost \$6 million will be collected in net revenues from Storrs Center, leaving a considerable budget cushion.



PAGE  
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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matthew Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant Town Manager; David Dagon, Fire Chief  
**Date:** October 22, 2012  
**Re:** Successor Collective Bargaining Agreement with IAFF (Firefighter Employees)

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**Subject Matter/Background**

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

Highlights of the proposed agreement are as follows:

- Town and Union reached a complete tentative agreement September 2012
- Union members ratified agreement on October 11, 2012
- Four year contract, July 1, 2010 – June 30, 2014
- **Wages.**
  - Split 1.5%/1.5% wage increase for Years 1 & 2, 2% for Years 3 & 4
  - Modest increase in longevity benefit, providing comparability with other employee groups
- **Health Insurance.**
  - Plan design changes to go into effect as soon as practicable following execution of the agreement; include changes due to federal health care legislation
  - Plan design will be the same as the PPO and POE plans in effect for all other employee groups
  - Employee share of the premium will be the same for both insurance plans:
    - 16% for 2012-2013 (upon implementation)
    - 17% for 2013-2014
  - Increase in contribution to retiree medical, providing comparability with other employee groups
- **Injury Leave** (work related injuries) - maximum period reduced from 12 months to 10 months
- **Leave accruals** cease for most absences in excess of ninety days

- New language re: **recruit rate** (reduced rate of pay for new hires that have not yet completed the Fire Academy Training)
- New **non-discrimination clause**
- Broadened scope of definition for “family” and “partner” for the purposes of **bereavement leave**
- Updated **FMLA** language to ensure consistency with Town policy
- Updated language on **outside employment and conflict of interest**; references the Town’s Ethics Ordinance
- **Mandatory retirement age** for part-time employees. In exchange, increased contribution to FICA alternative account (estimated \$4,700 aggregate annual impact).

### Financial Impact

The Firefighters union represents approximately 12 full-time and 15 part-time employees or approximately 18 percent of total regular employees. Several factors, including lower insurance premiums for life, long and short-term disability insurances, new health insurance plan designs and increased employee cost shares of health insurance premiums, have all served to lower most benefit costs. Other factors, such as the mandated increased contribution to MERS (pension), have contributed to increased costs, particularly for Year 1 and 2 of the contract. For detailed estimates please refer to the attachment.

### Recommendation

Staff recommends that the Council authorize the Town Manager to execute the proposed agreement.

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

*Move, effective October 22, 2012, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield and the Uniformed Professional Fire Fighters Association, Local 4120, International Association of Fire Fighters, which agreement shall enter into effect on July 1, 2010 and expire on June 30, 2014.*

### Attachments

- 1) Cost Estimates for Successor Collective Bargaining Agreement
- 2) Proposed Successor Collective Bargaining Agreement

Town of Mansfield  
IAFF (Firefighters) Employees Union - Salary and Benefits Estimates

Fiscal Year	Est. Salaries *	FICA	Medicare	MERS	Longevity	Life Ins.	STD	LTD	Health Ins. (Town Share)	Total	% Change
FY 2009/2010	1,083,995	67,208	15,718	105,690	6,000	1,495	6,372	8,268	118,112	1,412,857	
Year 1 - FY 2010/2011	1,186,727	73,577	17,208	163,175	6,000	1,442	3,645	4,051	121,891	1,577,716	11.7%
Year 2 - FY 2011/2012	1,247,612	77,352	18,090	204,234	6,000	1,537	3,886	4,318	108,958	1,671,988	5.6%
Year 3 - FY 2012/2013	1,239,288	76,836	17,970	206,341	6,150	1,601	4,053	4,498	110,329	1,667,065	-0.3%
Year 4 - FY 2013/2014	1,264,182	78,379	18,331	210,486	6,300	1,633	4,129	4,588	110,128	1,698,155	1.8%
Years 1-4 of Contract - Total	4,937,809	306,144	71,598	784,237	24,450	6,212	15,712	17,456	451,306	6,614,924	20.2%

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Assumptions/Notes:

Salary includes full and partime salaries, overtime wages, and training wages.

Salary estimates prepared using actuals for 10/11, 11/12 and budgeted 12/13.

MERS contributions, as mandated by the State, had significant increased contributions in Years 1 & 2.

Town negotiated lower rates with insurance providers for life and disability insurances beginning with Year 1.

Beginning with Year 1 life insurance, short and long-term disability rates are guaranteed for three years.

Health Insurance for Years 1 -3 reflect actual enrollment; Year 4 assumes 5% cost increase and same plan enrollment

*Tentative Agreement – September 2012*  
*Green font represents items tentatively agreed upon*

## **COLLECTIVE BARGAINING AGREEMENT**

between the

**TOWN OF MANSFIELD**

and

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

July 1, 2010– June 30, 2014

ARTICLE I	RECOGNITION .....
ARTICLE II	NON-DISCRIMINATION .....
ARTICLE III	NO-STRIKE—NO LOCKOUT .....
ARTICLE IV	MANAGEMENT RIGHTS .....
ARTICLE V	UNION SECURITY .....
ARTICLE VI	GRIEVANCE PROCEDURE .....
ARTICLE VII	PROMOTIONAL VACANCIES .....
ARTICLE VIII	PROBATIONARY PERIOD .....
ARTICLE IX	DISCIPLINE .....
ARTICLE X	INSURANCE PROGRAM .....
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ARTICLE XII	COMPLETE AGREEMENT .....
ARTICLE XIII	SEVERABILITY .....
ARTICLE XIV	HOLIDAYS .....
ARTICLE XV	VACATION .....
ARTICLE XVI	PERSONAL LEAVE .....
ARTICLE XVII	SICK LEAVE .....
ARTICLE XVIII	BEREAVEMENT LEAVE .....
ARTICLE XIX	OTHER LEAVE PROVISIONS .....
ARTICLE XX	HOURS OF WORK, WORK SCHEDULE AND OVERTIME
ARTICLE XXI	SUBSTANCE ABUSE .....
ARTICLE XXII	EMPLOYEE WELLNESS PROGRAM .....
ARTICLE XXIII	WAGES .....
ARTICLE XXIV	TEMPORARY ASSIGNMENTS AND APPOINTMENTS .....
ARTICLE XXV	RETIREMENT .....
ARTICLE XXVI	OTHER PROVISIONS .....
ARTICLE XXVII	SENIORITY, LAYOFF AND RECALL .....
ARTICLE XXVIII	HEALTH, SAFETY AND TRAINING .....
ARTICLE XXIX	UNIFORMS AND EQUIPMENT .....
ARTICLE XXX	MISCELLANEOUS .....
ARTICLE XXXI	DURATION .....
APPENDIX A	DRUG AND ALCOHOL TESTING PROCEDURES .....
APPENDIX B	HEIGHT, WEIGHT AND BODY BUILD .....
APPENDIX C	WAGES .....
APPENDIX D	MEMORANDUM OF UNDERSTANDING -RETIREMENT .....
APPENDIX E	SENIORITY LIST .....
APPENDIX F	CERTIFICATE FROM LICENSED HEALTH CARE PROVIDER...
APPENDIX G	ANTHEM PPO & POE PLAN DETAILS .....
APPENDIX H	MEMORANDUM OF UNDERSTANDING-STAFFING STUDY...

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

**ARTICLE I  
RECOGNITION**

- 1.1 The Town of Mansfield (the “Town”) recognizes the Uniformed Professional Firefighters of Connecticut (the “Union”) as the exclusive representative of all uniformed fire fighters employed by the Town, who are regularly scheduled to work at least twelve (12) hours weekly, with the exception of the Fire Chief and/or any chief or deputy chief who may be appointed by the Town in the future and meets the definitions of exclusion from the bargaining unit by the Connecticut State Board of Labor Relations.
- 1.2 For the purposes of this Agreement:
- a. A full-time employee is one who is regularly scheduled to work an average of forty-two (42) hours per week.
  - b. A part-time employee is one who works fewer hours than an average of forty-two (42) hours per week on an annual calendar year basis. Partial weeks (less than seven days) from the first and last weeks of the calendar year will not be used in calculating the average hours worked

**ARTICLE II  
NON-DISCRIMINATION**

- 2.1 All provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, genetic makeup, political affiliation, union membership, military service and veteran’s status, disability, except on the basis of bona fide occupational qualification or business necessity, or any other protected class. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step 3 – Town Manager. However, in recognition of the employee’s alternate remedies under state and federal law, no grievance alleging breach of this provision may be submitted to arbitration under Article VI (grievance procedure).

### ARTICLE III NO STRIKE--NO LOCKOUT

- 3.1 The Union and the employees expressly agree that there will be no strikes, slowdowns, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Town.
- 3.2 The Town agrees that it will not lock out the employees covered by this Agreement during its term.
- 3.3 Any or all employees participating in such strike or other prohibited activity described above in Section 1 shall be subject to disciplinary action by the Town up to and including discharge.

### ARTICLE IV MANAGEMENT RIGHTS

- 4.1 Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, responsibility and prerogatives of management of the affairs of the Town and direction of the workforce, including, but not limited to, the following.
- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
  - b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
  - c. To discontinue processes or operations or to discontinue their performance by employees.
  - d. To select and to determine the number and types of employees required to perform the Town's operations.
  - e. To employ, transfer, promote or demote employees, or to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town. The Town may establish contracts or sub-contracts for operations provided that this right shall not be used for the purposes or intention of laying off bargaining unit employees, undermining the Union, discriminating against its members, or reducing the number of full-time Firefighter/EMTs.

- f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them and to the Union.
- g. To create job specifications and revise existing job specifications as deemed necessary and to ensure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees provided that, upon request, the Town agrees to negotiate with the Union regarding any significant impact which any change in job specifications may have on employees' wages, hours or other terms of employment.
- h. To ensure that related duties connected with Town operations, whether enumerated in job descriptions or not, shall be performed by employees.

## ARTICLE V UNION SECURITY

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

- 5.6 The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees and the cost of hearings caused by or arising out of the administration or enforcement of this article.

## ARTICLE VI GRIEVANCE PROCEDURE

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

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

- 6.2 The following time limits are established regarding grievances.

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

**6.3 Step One – Fire Chief.**

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

**6.4 Step Two - Town Manager.**

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

**6.5 Step Three - Arbitration.**

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

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

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

## **ARTICLE VII PROMOTIONAL VACANCIES**

- 7.1 All appointments and promotions shall be made in accordance with the Town's merit system, including a review of the candidate's length of service with the Town, training, experience, and education. Full-time openings for Firefighter/EMT's shall not be considered promotional vacancies.
- 7.2 When the Town determines a promotional vacancy is to be filled, the Town agrees to post a notice of the vacant position via email and on the employee intranet. The notice shall be posted for a period of not less than five (5) working days.
- 7.3 Bargaining unit employees shall be eligible to apply for and participate in promotional examinations posted in accordance with §7.2. When and if the Fire Chief determines, in his sole discretion, that an insufficient number of well-qualified internal applicants are available from within the bargaining unit subsequent to an initial posting, the Fire Chief may open promotional examination eligibility to outside candidates in order to provide an adequate number of candidates for consideration, provided that the determination of the Fire Chief in this Section is not arbitrary or capricious. This section shall not apply to hiring processes for entry level positions.

## **ARTICLE VIII PROBATIONARY PERIOD**

- 8.1 Every person appointed to a regular position or a new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the Town Manager to observe the employee's ability to perform the principal duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than twelve (12) months as follows:
  - a. For a full-time employee, for twelve (12) months following successful completion of training at the Fire Academy or equivalent training (equivalent to training for Firefighter I and II, Hazmat and Incident Command);

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

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

8.2 At any time during the probationary period, for a new full-time or part-time employee the Town Manager, in his/her sole discretion, may terminate an employee. Such action shall be in writing to the employee. If an employee is discharged or disciplined during their initial probationary period, neither the employee nor the Union shall have any right to appeal such action through the grievance or arbitration procedure of this Agreement.

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

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

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

8.5 Recruit Rate. If the Town in their sole discretion requires new hires to attend the Connecticut Fire Academy Recruit Training Program, such new hires shall be paid at a recruit rate for a period of six (6) months beginning with their date of hire. The recruit rate of pay shall be eighty two and one half percent (82.5%) of Step 1 of the applicable full or part-time firefighter/EMT pay scale as appropriate. New full-time hires, including internal employees hired into full-time positions, who are not required to attend the Connecticut Fire Academy's Recruit Training Program shall be paid at Step 1 of the full-time firefighter/EMT pay scale.

## ARTICLE IX DISCIPLINE

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

## ARTICLE X INSURANCE PROGRAM

- 10.1 Medical Insurance. For full-time employees and their dependents, the Town will maintain group membership in a PPO and POE/HMO plan. The plan summaries, including information concerning medical, vision and prescription drug coverage and employee co-pays, is summarized in Appendix G of this Agreement. Subject to any plan restrictions, the employee may choose to participate in any of the two options.
- 10.2 The Town and full-time employees agree to share the cost of insurance premiums for the coverage outlined above. The employees are responsible on an annual basis for the percentage amounts listed below, with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>On Agreement Execution</u>	<u>Effective July 1, 2013</u>
POE/HMO	16%	17%
PPO	16%	17%

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

- 10.3 Dental Insurance. Full-time employees and their dependents may enroll in the dental coverage offered through the Town. Employees will be responsible for the full cost of these benefits. Employees whom elect dental coverage will pay for this coverage through payroll deduction. Upon enrollment, employees and their dependents must remain on the plan for no less than two (2) years from the date of enrollment.

- 10.4** Life Insurance. The Town shall provide each full-time employee with group term life insurance, including accidental death and dismemberment benefits, in an amount equal to the employee's base salary. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.
- 10.5** Change of Carriers. The Town may change the carriers or self-insure for any of the foregoing insurance provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages. The Town is required to obtain agreement from the Union that the benefits are equivalent or better, and such agreement shall not be unreasonably withheld.
- 10.6** Payment in Lieu of Health Insurance. An employee who elects to waive participation in the health insurance plans identified in Section 10.1, and does not participate in another employer's plan that is also in the Town of Mansfield health insurance pool, shall be eligible for a payment in lieu of insurance in accordance with the Town's standard plan for such payments, including but not limited to completion of the required waiver of insurance forms provided by the Town. The amount of the payments in lieu of insurance shall be based on the level of coverage for which the employee was previously enrolled, and shall be as follows:
- a. individual coverage -- \$1,200
  - b. individual plus one dependent - \$2,400
  - c. individual plus two or more dependents - \$3,000

## ARTICLE XI WORKERS' COMPENSATION

- 11.1** Injury Leave. A full-time employee who is disabled as the result of an on-the-job injury which is accepted as compensable under the Workers' Compensation Act shall be placed on injury leave. Employees on injury leave receive continuation of medical and life insurance benefits and continuation of seniority. When an employee is on injury leave, wages will be paid as follows:
- a. In the case of injuries causing temporary disability which necessitate absences of three (3) days or less, the Town shall pay the employee's full gross base pay for that time, since payments are not made under workers' compensation insurance for such benefits.
  - b. For periods in excess of three (3) days but not exceeding six (6) months, the Town shall supplement the payments of the insurance company so that the employee will receive full net pay during such absence, based on the employee's regular base pay.

- c. Such injury leave may be extended to a maximum of an additional four (4) months upon the receipt of the Town of the written opinion of the employee's physician, or one furnished by the Town, prior to the initial six (6) month period, that the employee will be capable of resuming his/her duties within such extended four (4) month period.

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

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

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

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

**11.3 Health Insurance While on Worker's Compensation Leave.** 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.

**11.4 Leave Accruals While On Worker's Compensation Leave.** Employees with an approved injury leave in excess of ninety (90) days will no longer be eligible to earn any form of accrued leave after the ninetieth (90) day of such leave until the last day of the calendar month following their return to regular or light duty.

**ARTICLE XII  
COMPLETE AGREEMENT**

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

**ARTICLE XIII  
SEVERABILITY**

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

**ARTICLE XIV  
HOLIDAYS**

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

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

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

14.3 Holiday compensation will be in accordance with the following:

- a. Full-time employees shall receive one hundred twenty (120) hours of holiday pay per year. Holiday pay will be at straight time and shall be paid in two equal installments per fiscal year. Payment shall be prorated for new hires and for those who leave the Town prior to the end of the half-year for which payment has been made.

- b. Full-time employees who are scheduled to work on the day on which the holiday is observed may take the holiday off, with approved leave, if coverage can be provided. Full-time employees hired prior to July 1, 2005 may designate up to four (4) holidays per year as “holiday leave,” if coverage can be provided. Any eligible full-time firefighter who utilizes this special holiday leave for a holiday shall have ten (10) hours deducted from his/her annual holiday payment, or shall reimburse the town if he/she has already received payment for that holiday. For example, if a full-time employee hired prior to July 1, 2005 takes Christmas Day as holiday leave and has already received payment for that holiday, he/she shall reimburse the town for ten (10) hours pay for that day.
- c. Full-time employees who work on the day on which the holiday is observed shall be granted one hour of compensatory time for each hour worked on the holiday, in addition to the compensation received for holidays under a above. Such compensatory time off shall be taken at a future date that is mutually acceptable to the employee and the Fire Chief. Such holiday time shall be taken not more than one hundred twenty (120) days following the holiday. Holiday time shall be taken in increments of four (4) hours.
- d. Part-time employees who work on an observed holiday shall be compensated at time and one half (1.50) their base hourly rate.
- e. For the purposes of this Section, the word “observed” will mean the day of the actual holiday or the date designated as the holiday by Conn. Gen. Stat. §1-4, as amended. In other words, if a holiday falls on Saturday, the individual who works on Saturday will be paid at the rate of time and one-half in addition to holiday pay while the individual who works on Friday will not be credited with working on a holiday. The same principle is applicable to holidays that fall on a Sunday and would otherwise be celebrated on the following Monday.

## ARTICLE XV VACATION

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

<u>Length of Continuous Full-Time Service</u>	<u>Vacation Leave Accrual</u>	<u>Maximum Accrual on Nov. 1st</u>
1 year up to but not including 5 years	7 hrs/month = 84hrs/yr	168 hours
5 years up to but not including 10 years	10.5 hrs/month = 126 hrs/yr	210 hours
10 years up to but not including 20 years	14 hrs/month = 168 hrs/yr	252 hours
20 years and over	16 hrs/month =192 hrs/yr	276 hours
25 years and over ( <i>ONLY for full-time employees hired prior to 3/1/2004</i> )	17.5 hrs/month =210 hrs/yr	294 hours

- a. Vacation leave earned in any month of service may be used in any subsequent month up to the maximum accrual allowable as stated in Sections 15.1 and 15. 4.
- b. Employees with approved leaves of absence of ninety (90) calendar days or less, except for unpaid leaves of absence, shall continue to accrue vacation leave as defined in 15.1.
- c. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.

15.2 The employee’s full-time date of hire with the Town, the Mansfield Volunteer Fire Company, or the Eagleville Fire Department will be used to determine the amount of vacation time due. Employees’ full-time dates of hire are referenced in Appendix E.

15.3 Selection of Vacation. Employees will be entitled to select their vacation periods subject to the approval of the Fire Chief. Vacation must be requested at least one week in advance, with consideration given first to those employees who submitted the request first, and among those submitting at the same time; to those with the longest seniority. Not more than one employee may be on vacation leave at any one time. The minimum amount of vacation that may be taken at any one time will be four (4) hours. In the sole discretion of the Fire Chief, vacation may be granted if requested with less than one week’s notice and may be granted to more than one employee.

15.4 Maximum Accumulation of Vacation Leave. A full-time employee may carry over for a maximum of one (1) year a maximum of eighty-four (84) hours of vacation, which hours may be added to that employee’s earned vacation as set forth in Section 15.1 above. On November first of each year, an employee may have on the books a total of eighty-four (84) hours of vacation in excess of his or her total annual accrual and any days in excess of that amount will be deleted from the employee’s total vacation accrual.

15.5 Payment on Death or Separation. Upon death of an employee or separation from the Town, other than dismissal, an employee or the employee’s estate shall be paid for

accrued and unused vacation to a maximum of his/her current year's benefit plus eighty-four (84) hours carried over.

## ARTICLE XVI PERSONAL LEAVE

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

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

- 16.2 Except when leave is needed for emergency reasons, the employee must request personal leave in writing on such form as may be prescribed by the Town, stating reasons, at least forty-eight (48) hours in advance. If reasons for requesting personal leave are highly personal in nature, the reasons may be communicated verbally to the Chief for his review and consideration.
- 16.3 Personal leave will not be carried over from fiscal year to fiscal year or be paid to separating employees.

## ARTICLE XVII SICK LEAVE

- 17.1 Accruals. Full-time employees will earn and accrue twelve (12) hours of sick leave per month up to a maximum of two hundred eighty-eight (288) hours for use for sick leave not covered by STD/LTD and for supplementing STD, and 245 hours to supplement LTD only. There shall be no payment of accrued sick leave on termination of employment.
- 17.2 Sick leave may be used in increments of four (4) hours. Sick leave may be used for the following purposes:
- a. Personal illness, physical incapacity, bodily injury or disease, which is not covered by workers' compensation from either the Town's or another employer.
  - b. Enforced quarantine in accordance with public health regulations.

- c. To meet medical and dental appointments when the employee has made reasonable effort to secure appointments outside his working hours, provided the Fire Chief is notified at least one (1) week in advance of the day on which the absence occurs.
- d. Illness or physical incapacity in the employee's immediate family requiring the employee's personal attention and resulting from causes beyond his or her control, up to a maximum of twenty-four (24) hours per year.

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

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

17.5 Disability Leave. The Town shall provide short and long term disability insurance for eligible employees. 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 Article X.

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. Employees may utilize earned sick leave to supplement their short-term disability payments to get as close as possible to 100% of full net pay while on short-term disability leave. 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 any form of accrued leave, including sick leave as defined in 17.1, to supplement their long-term disability benefit 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.

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

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

### ARTICLE XVIII BEREAVEMENT LEAVE

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

### ARTICLE XIX OTHER LEAVE PROVISIONS

19.1 Family and Medical Leave. An employee who has completed at least one year's service and has worked at least 1250 hours during that year will be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA") as may be amended from time to time and in accordance with the Town's FMLA policy. An employee will be required to use all paid leave concurrently with FMLA leave and prior to use of unpaid FMLA leave. The Town shall utilize the rolling method when calculating a 12 month FMLA period. For the first three months after returning from an unpaid leave, the employee may use vacation leave with the permission of the Fire Chief, who will not unreasonably deny such a request. Requests for and inquiries concerning FMLA leave will be submitted to the Town Manager's office.

**19.2** Leave Without Pay. The Town Manager may grant a full-time employee leave of absence without pay and without benefits or accrual of seniority for good cause, other than pursuit of alternative employment, for a period not to exceed six (6) months. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the Town's interests. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee promising to serve the Town for a minimum of one (1) year after return from such leave. Employees taking an approved leave without pay shall not be eligible to accrue any form of leave during the absence.

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

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

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

**19.5** Union Business Leave.

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

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

1. Such substitution does not impose any additional costs on the Town;
2. Such substitution does not cause the Department to be without a qualified employee to fill each of its positions. Such substitution shall be within

- classification only, and the substitute must be qualified to perform all the duties of the position involved;
3. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees;
  4. Such substitution is not used in a manner that consistently alters or modifies an employee's basic work schedule;
  5. Such substitution does not result in an employee working more than three consecutive shifts in order to work for an employee on special leave;
  6. The Fire Chief shall be notified in writing on an approved form at least seventy-two (72) hours in advance. The Fire Chief may, in his discretion, permit notice of less than seventy-two (72) hours, in the case of a personal emergency;
  7. In each calendar month, no employee shall exchange more than two (2) shifts or half shifts of special leave. If one or more additional exchanges are requested, they may be granted only with approval of the Fire Chief. Except for attendance at approved fire or EMS related training/education, substitutions shall not exceed twenty-four (24) per calendar year. Additional exchanges shall be at the discretion of the Fire Chief;
  8. The substitution shall not interfere with the operation of the Department. Special leave shall not be permitted if such special leave is in conflict with the needs of the Department;
  9. An employee may not make a monetary payment to another employee instead of working a shift or half-shift of special leave.

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

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

**ARTICLE XX**  
**HOURS OF WORK, WORK SCHEDULES AND OVERTIME**

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

if a full-time employee and 20.5 if a part-time employee. If the Officer-in-Charge commits the responding employee to perform work at an incident(s) the employee shall be paid as per 20.4 if a full-time employee and 20.5 if a part-time employee for all time worked related to the incident(s). The fire chief shall establish and may periodically review and revise the response protocol that identifies the type of calls for service and circumstances that qualify as an off-duty response under this section.

## **ARTICLE XXI SUBSTANCE ABUSE**

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

## **ARTICLE XXII EMPLOYEE WELLNESS PROGRAM**

- 22.1 Each employee shall participate in a wellness program, as further set forth in this Article.
- 22.2 Each employee shall be required to undergo such physical examinations as are or may be required by Federal and/or State laws and regulations.
- a. The Town shall provide for each employee a complete physical examination, not less often than once in each twelve (12) month period. An employee shall be required to pass the physical examination and be certified as fit to perform the duties of his/her position as a condition of continued employment. An employee who fails to pass the physical examination for reasons other than height to weight ratio shall be placed on a leave of absence and given a reasonable period of time within which to become fit for duty. During the first thirty (30) calendar days of

such leave, an employee may use accumulated sick leave, and then other accumulated paid leave or unpaid leave upon exhaustion of accumulated sick leave. Additional leave periods shall be granted in 30-day increments with the approval of the Fire Chief. For any such additional leave period granted by the Fire Chief, an employee may use accumulated sick leave, and then other accumulated leave or unpaid leave upon exhaustion of accumulated sick leave.

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

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

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

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

- a. Enrolled employees shall be responsible to meet the requirements of such program as set forth by the Town in order to receive the benefit above.
- b. The requirements for the program shall be consistent with the requirements of the Wellness Program as set forth in this Article.

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

- a. The type of activities must be approved in advance by the Fire Chief.
- b. The employee must always be ready to promptly respond to a call for service or emergency.

**ARTICLE XXIII  
 WAGES**

23.1 Each employee covered by this Agreement shall be paid pursuant to the step system and salary schedules attached hereto and captioned in Appendix C. Wage increases for the duration of this agreement are as follows:

General Wage Increases

	FY 10/11	FY 11/12	FY 12/13	FY13/14
July 1	1.5%	1.5%	2%	2%
January 1	1.5%	1.5%	--	--

23.2 Pay rates which have an effective date which is prior to the implementation of this Agreement shall be applied retroactively to base wages and overtime wages, and only for employees who are employed as of the date of implementation of this Agreement, except for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to negotiations for this bargaining agreement being completed.

23.3 Employees shall be paid on a bi-weekly basis. New hires as of July 1, 2010 will be required to utilize direct deposit, unless a hardship is demonstrated and approved.

23.4 Full-time employees shall be eligible for longevity in accordance with the following schedule. For the purposes of longevity, length of service shall be determined by the date of full-time hire:

6-10 years of service	\$575
10-15 years of service	\$650
15-20 years of service	\$750

20 or more years of service      \$900

**ARTICLE XXIV**  
**TEMPORARY ASSIGNMENTS AND APPOINTMENTS**

- 24.1 Whenever an employee is required to temporarily work in a higher rank or classification for a full shift, such employee shall receive the next higher rate of pay for the higher rank or classification.
- 24.2 If a vacancy is created which will cause a position to be unoccupied for more than thirty (30) days, the fire chief shall temporarily appoint an employee to serve in an acting capacity to fill the vacancy.
- a. If a valid eligibility list exists for the vacant position, the employee standing highest on the eligibility list shall be temporarily appointed to that position.
  - b. If a valid eligibility list does not exist for the vacant position, the chief shall temporarily appoint an employee to serve in an acting capacity. Such appointment shall be based upon qualifications, and then a review of the candidate's length of service, if any, with the Town.

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

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

**ARTICLE XXV**  
**RETIREMENT**

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

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

- 25.2 Part Time Employees. The Town shall establish a Section 457 retirement savings plan (the “Plan”) for retirement savings for part-time bargaining unit employees. Said plan shall also serve as a Social security alternative for part-time bargaining unit employees.
- a. All part-time employees shall be required to contribute 5.5 percent of all earnings to employee accounts in the Plan.
  - b. The Town shall contribute three percent (3%) to each part-time employee’s Plan account. As soon as practicable following the implementation of this Agreement, the Town shall contribute five percent (5%) to each part-time employee’s Plan account.
- 25.3 Mandatory Retirement Age. For all part-time and full-time employees the mandatory retirement age shall be sixty five (65).
- 25.4 Deferred Compensation Plan. The Town shall continue to provide employees with the option of enrolling in a tax deferred savings plan(s), funded solely by employee contributions, to the extent permitted by law.
- 25.5 Medical Insurance at Retirement. The Town shall permit a full-time employee who retires with at least twenty-five (25) years of continuous service to purchase the POE/HMO medical insurance offered to active employees, under the Town’s group policy, up to age 65 or until eligible for Medicare, and a Medicare Supplemental Plan for those over 65. If the primary residence of a retiree under the age of 65 is outside the State of Connecticut, he/she shall have the option of enrolling in a PPO Plan or comparable insurance. This coverage shall be subject to any restrictions set by the insurer or third party administrator. For the purpose of this provision, “continuous service” shall include employment by the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department, as well as employment by the Town Fire Department. The Town shall contribute to this cost two hundred and ten dollars (\$210) per month and the employee the remainder. This payment does not apply to insurance obtained by a retiree through a source other than the Town of Mansfield. Upon the death of a retiree, this payment is not transferable to the retiree’s surviving spouse, heir, dependents, etc. Upon the death of a retiree, a surviving spouse can continue to purchase insurance through the Town with the full cost borne by the surviving spouse. Such coverage shall be provided at the employee’s request at the time of his/her retirement.
- 25.6 Life Insurance at Retirement. The Town shall permit a full-time employee who retires with at least twenty-five (25) years of continuous service to purchase up to \$10,000 of term life insurance under the Town’s group policy, up to the age limit and any other restrictions set by the insurer. For the purpose of this provision, “continuous service” shall include employment by the Mansfield Volunteer Fire Company and/or the Eagleville Fire Department, as well as employment by the Town Fire Department.

## ARTICLE XXVI OTHER PROVISIONS

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

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

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

- 26.3 Bulletin Boards. The Town shall provide a bulletin board or a designated section of a bulletin board in each building where employees are stationed, for the purpose of posting Union material. No material shall be posted except notices of meetings and elections, results of elections, changes in Union by-laws, notices of employee social occasions and similar notices, letters and memoranda. An officer of the Union shall sign all material.
- 26.4 Union Meetings and Business. The Union may use Town owned buildings for conducting Union meetings, provided such activity shall in no way interfere with the operations of the Town. A Union meeting schedule, subject to the approval of the Fire

Chief, which shall not be unreasonably withheld, shall be provided by the Union no later than December 1 for the following calendar year. Special meetings may be added with the Fire Chief's approval, which shall not be unreasonably withheld.

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

- 26.5 Personal Property. The Town shall reimburse an employee for the documented cost of repair or replacement of eyeglasses or a watch, not to exceed \$100 or the actual cash value of such items, whichever is less, when such item is damaged or destroyed in the line of duty and not through the negligence of the employee.
- 26.6 Copies of Agreement. The Town shall provide each present employee and each new employee with a copy of this Agreement. The Town shall also post the Agreement on the employee intranet and provide it electronically via email to the Union.
- 26.7 Personnel Files. An employee or his/her designated representative may examine his/her personnel file by making an appointment with the Town Manager or designee. Such appointment shall be scheduled during normal business hours of the Town Manager or designee, and a representative of the Town shall be present during the employee's review of the file.
- 26.8 Copies of Policies and Administrative Directives. The Town will provide copies of policies and administrative directives affecting the working conditions of the members of the bargaining unit ~~to the Union~~.

## ARTICLE XXVII SENIORITY, LAYOFF AND RECALL

- 27.1 Seniority shall be earned only by full-time employees. Seniority shall consist of an employee's length of full-time continuous service from the date of hire by the Town. Full-time employees who were employed full-time by the Mansfield Volunteer Fire Company or the Eagleville Fire Department prior to and contiguous with their full-time employment by the Town shall be have their years of full-time employment with those departments added to their Town seniority. The Seniority list for the Town of Mansfield Career Fire Fighters is set forth in Appendix E.
- 27.2 Accrued Seniority shall not be reduced by any paid leave granted pursuant to this Agreement. For leave of absence without pay granted pursuant to this Agreement, seniority shall be bridged.
- 27.3 In the event that the Town deems layoffs to be necessary, the following procedures shall apply:

- a. Temporary and probationary employees shall be relieved of duty prior to the layoff of any regular employee.
- b. If the Town decides to eliminate part-time hours or positions, the Town shall have the discretion to determine which hours or positions shall be eliminated.
- c. If the Town decides to eliminate a full-time position, the Town shall lay off the least senior full-time employee. Further, the Town shall offer a part-time bargaining unit position to the laid off full-time employee, even if such requires the layoff of another part-time bargaining unit employee. The laid off full-time employee must be available to work the part-time hours and, if he is not, the employee shall be laid off.
- d. The Town shall not layoff full-time employees for the purpose of undermining the Union. Moreover, it is not the Town's intent to use this provision to convert the department from one with a combination of full-time and part-time employees to a department made up of part-time employees.

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

## ARTICLE XXVIII HEALTH, SAFETY AND TRAINING

- 28.1 The Union president or his/her designee shall be a member of the Town-wide safety committee.
- 28.2 In addition, representatives of the Union and the Fire Chief shall meet quarterly, or more often if needed, to discuss matters of concern relating to health and safety in the Fire Department.
- 28.3 Training. Training shall be coordinated or approved by the Fire Chief and may include the following:

- a. On Duty Training. The Fire Chief shall schedule all on duty training. During On Duty training, members shall remain available for emergency response.
  - b. Off Duty Training. When an employee is required by the Fire Chief to attend off duty training, the employee shall be compensated at straight time up to the FLSA limit. If the employee is required to return for training after leaving work, the employee shall be paid a minimum of two hours at straight time.
  - c. Mandatory Training. Mandatory training shall be scheduled and documented by the Fire Chief. Mandatory training shall include but not necessarily be limited to:
    - Emergency Medical Technician re-certification training with such endorsements as are required for the level of response provided by the Fire Department.
    - Hazardous materials training to the level provided by the Department as required by OSHA.
    - Other courses in Fire Fighting, Rescue and Emergency Medical Services, which are applicable to the work performed by Fire Fighter EMT employees, at the discretion of the Fire Chief.
  - d. Elective Training. Subject to prior approval by the Fire Chief, the Town shall pay the cost of training and provide coverage for on duty members of the Fire Department who participate in and successfully complete certification courses, seminars, or conferences in Fire, EMS, and/or other related subjects, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department.
- 28.4 Tuition Reimbursement. The Town shall contribute up to \$750 per part-time employee and \$1,250 per full-time employee per calendar year toward tuition for members of the Fire Department who participate in and receive a grade of C or better in courses in Fire Technology, Fire Administration, EMS and other related subjects at an accredited school or college, which courses or subjects are designed to increase the employee's proficiency in his/her present or future assignment within the Fire Department, subject to prior approval by the Fire Chief. The Fire Chief may waive this maximum when there are uncommitted funds remaining after approved applications have been reimbursed.

## ARTICLE XXIX UNIFORMS AND EQUIPMENT

### 29.1 Dress Uniforms.

- a. All current employees shall continue to use the dress uniforms they presently have. In the event that the Fire Chief changes the dress uniform designated for the Department, the Town shall bear the cost of the changed item(s).
- b. Upon completion of the probationary period, a new employee shall be issued a dress uniform by the Town.

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

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

29.4 Uniform Replacement Procedure. Following the initial issue of station uniforms, replacement shall be through a provider selected by the Town, with each full-time employee having an annual limit of four hundred dollars (\$400.00) and each part-time employee having an annual limit of two hundred dollars (\$200.00) for replacement of Station uniform items initially issued or issued due to a change in the uniform standard.

29.5 Maintenance of Station Uniforms. ~~Effective July 1, 2004,~~ The Town shall arrange for cleaning services for station uniforms, either through a cleaning service or a local cleaning establishment. ~~Effective July 1, 2004,~~ Each full-time employee shall have an allowance or credit for cleaning of up to two hundred dollars (\$200.00) per fiscal year and each part-time employee shall have an allowance or credit for cleaning of up to one hundred dollars (\$100) per fiscal year. The allowance or credit shall be prorated for newly hired employees based on date of hire.

**ARTICLE XXX  
MISCELLANEOUS**

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

**ARTICLE XXXI  
DURATION**

- 31.1 This Agreement shall be effective on signing, except where a particular provision specifies a different effective date, and shall remain in full force and effect through June 30, 2014.

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

**TOWN OF MANSFIELD**

**LOCAL 4120, IAFF**

\_\_\_\_\_  
Matthew W. Hart, Town Manager

\_\_\_\_\_  
Uri S. Lavitt, President

\_\_\_\_\_  
David Dagon, Fire Chief

\_\_\_\_\_  
Charles G. Cosgrove, Vice President

*Tentative Agreement – September 2012*  
*Green font represents items tentatively agreed upon*

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Ryan Hawthorne, Vice President

DATE: \_\_\_\_\_

## APPENDIX A

### DRUG AND ALCOHOL TESTING PROCEDURES

#### SCREENING

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

#### TESTING BASED UPON REASONABLE SUSPICION

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

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

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

## REFUSAL TO SUBMIT

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

## TESTING PROCEDURES

1. The member shall provide a urine sample for purposes of testing for drugs or controlled substances other than alcohol. The employee shall provide a sufficient amount of the sample to allow for initial screening, a confirmatory test, and for later testing if requested by the employee.  
  
If the employee is ordered to submit to testing for alcohol, the employee shall submit to a Breathalyzer test to be administered by an agent designated by the Fire Chief. If the Breathalyzer tests positive for the presence of alcohol, the employee shall provide a blood sample for the confirmatory test.
2. Initial drug screening will be conducted using Enzyme Immunoassay testing. No sample will be further tested upon a negative screening for controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.
3. Each member of the Department being tested on the basis of reasonable suspicion may consult with and be accompanied by a representative of the Union. The Union representative may confer with and advise the member before and after the testing process, but shall not participate in the process in any way, except as an observer. The testing process will not be delayed because the Union representative is unable to be present.
4. During the testing process, the member shall cooperate with requests for information concerning use of medications, and with other requirements of the testing process such as acknowledgment of giving of a urine or blood specimen.
5. The integrity of the testing process will be maintained with the utmost consideration for the privacy of the person being tested. Only one person, of the same sex as the person being tested, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.
6. Prior to testing for drugs, two separate containers, supplied by the laboratory conducting the testing, shall be prepared for each member being tested. Each container shall have affixed a code number and the date of collection. The code numbers shall be recorded, together with the member's name and signature. Two (2) specimens will be taken at the time of collection and shall be sealed in the presence of the member being tested.

7. The officer or laboratory supervising the test shall ensure that the appropriate chain of custody is maintained in order to verify the identity of each sample being tested.
8. Each and every positive Enzyme Immunoassay test will be confirmed using Gas Chromatography - Mass Spectrometry. Only if confirmed will a test result in a positive report.
9. Drug testing or blood alcohol testing will be performed by a laboratory licensed or certified by the Connecticut Department of Health Services.
10. Any member whose drug or alcohol test results in a positive report may, within ten (10) days of receiving notification of such result, request in writing to the Fire Chief that the second sample be made available for retesting at a licensed or certified laboratory of the member's choosing. The Department will deliver the sample to such laboratory to assure the chain of custody. This second testing shall be at the expense of the member.

#### RESULTS OF DRUG SCREENING TESTS

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

#### POSITIVE TEST RESULTS

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

#### OPPORTUNITY FOR REHABILITATION

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

Any member who voluntarily admits to the Fire Chief his/her use of or dependence upon illegal drugs or alcohol shall be afforded the opportunity to participate in a mutually acceptable

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

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

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

#### ADMINISTRATIVE PROVISIONS

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

7. Disputes concerning the interpretation or application of this Appendix shall be subject to the contractual grievance procedure, except for disciplinary matters.

**APPENDIX B**  
**HEIGHT, WEIGHT AND BODY BUILD**

Male Firefighters

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HEIGHT (Inches)*	WEIGHT (Pounds)**	
	MINIMUM	MAXIMUM
60	106	141
61	109	145
62	112	148
63	115	151
64	118	155
65	121	160
66	124	164
67	128	169
68	132	178
69	136	182
70	140	187
71	144	193
72	148	199
73	152	205
74	156	214
75	160	220
76	164	228
77	168	235
78	172	243

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*Tentative Agreement – September 2012*  
*Green font represents items tentatively agreed upon*

79	176	251
80	180	258

- \* Individual No Shoes
- \*\* Weight Without Clothes

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

## HEIGHT, WEIGHT AND BODY BUILD

### Female Fire Fighters

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

\*Individual No Shoes

\*\*Weight Without Clothes

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

**APPENDIX C  
 WAGES**

**FULLTIME Firefighter & Captain Salaries**

	7/1/2010	1/1/2011	7/1/2011	1/1/2012	7/1/2012	7/1/2013
<b>Firefighter Hourly Rate</b>						
Step 1 (0-1 year of service)	\$24.58	\$24.95	\$25.32	\$25.70	\$26.22	\$26.74
Step 2 (1-2 years of service)	\$25.39	\$25.77	\$26.16	\$26.55	\$27.08	\$27.62
Step 3 (2-3 years of service)	\$25.92	\$26.31	\$26.70	\$27.10	\$27.65	\$28.20
Step 4 (3+ years of service)	\$26.71	\$27.11	\$27.52	\$27.93	\$28.49	\$29.06
<b>Captain Hourly Rate</b>						
Step 1 (1st year of service)	\$27.79	\$28.21	\$28.63	\$29.06	\$29.64	\$30.23
Step 2 (2nd year of service)	\$28.90	\$29.33	\$29.77	\$30.22	\$30.82	\$31.44
Step 3 (3+ years of service)	\$30.05	\$30.50	\$30.96	\$31.42	\$32.05	\$32.69
<i>Wage Increase %</i>	1.5%	1.5%	1.5%	1.5%	2.0%	2.0%

**PARTTIME Firefighter & Captain Salaries**

	7/1/2010	1/1/2011	7/1/2011	1/1/2012	7/1/2012	7/1/2013
<b>Firefighter Hourly Rate</b>						
Step 1 (0-1 year of service)	\$18.44	\$18.72	\$19.00	\$19.28	\$19.67	\$20.06
Step 2 (1-2 years of service)	\$19.04	\$19.33	\$19.62	\$19.91	\$20.31	\$20.71
Step 3 (2-3 years of service)	\$19.44	\$19.73	\$20.03	\$20.33	\$20.73	\$21.15
Step 4 (3+ years of service)	\$20.04	\$20.34	\$20.65	\$20.96	\$21.37	\$21.80
<b>Captain Hourly Rate</b>						
Step 1 (1st year of service)	\$20.84	\$21.15	\$21.47	\$21.79	\$22.23	\$22.67
Step 2 (2nd year of service)	\$21.67	\$22.00	\$22.32	\$22.66	\$23.11	\$23.58
Step 3 (3+ years of service)	\$22.54	\$22.88	\$23.22	\$23.57	\$24.04	\$24.52
<i>Wage Increase %</i>	1.5%	1.5%	1.5%	1.5%	2.0%	2.0%
<i>% of Salary to FT</i>	75%	75%	75%	75%	75%	75%

## APPENDIX D

### MEMORANDA OF UNDERSTANDING

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

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

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

## APPENDIX E

### SENIORITY

<u>Seniority</u>	<u>Last Name</u>	<u>First Name/MI</u>	<u>Employment Date</u> <i>(Full-time Date of Hire)</i>
1	Cosgrove	Charles G.	03/01/1970
2	Schaffer	Gerald V.	11/01/1970
3	Lofman	Steve J.	02/01/1980
4	Franklin	Andrew W.	03/01/1987
5	York	James R.	06/01/1988
6	Hawthorne	Ryan W.	07/01/1992
7	Lavitt	Uri S.	07/01/1993
8	Gagnon	Brian M.	01/21/2008
9	Lyons	Matthew F.	01/21/2008
10	Cornell	Willard S.	01/17/2010
11	Morrisette	Theodore L.	02/14/2010
12	Jones	Brian	09/25/2011

NOTE: In accordance with Section 27.1 of this Agreement, full-time employees who were employed full-time by the Mansfield Volunteer Fire Company or the Eagleville Fire Department prior to and contiguous with their full-time employment by the Town shall have their years of full-time employment with those departments added to their Town seniority. The "employment date" forth above reflects that Agreement and not their actual dates of employment by the Town.

APPENDIX F

CERTIFICATE FROM LICENSED HEALTH CARE PROVIDER

TO: Fire Chief  
Mansfield Fire Department

FROM: \_\_\_\_\_

DATE: \_\_\_\_\_

As a physician duly licensed by the State of \_\_\_\_\_,

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

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

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

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

perform his/her duties with no restrictions on \_\_\_\_\_  
(date)

Comments: \_\_\_\_\_

\_\_\_\_\_  
Signature of Physician

**APPENDIX G  
TOWN OF MANSFIELD**

**HEALTH INSURANCE PLAN COMPARISON**

BENEFIT	Century Preferred - PPO (Plan # 220)	Bluecare - HMO / POE (Plan # 221)
	Effective December 1, 2012	Effective December 1, 2012
<b>Costshares</b>	<p>In-Network services subject to co-pays</p> <p>Out-of-Network Services Available ~ Subject to deductible and coinsurance</p> <p>Co-Pays: \$ 20 PCP / \$ 20 Specialist \$ 175 Outpat Hosp / \$ 350 Inpat Hosp co-pay \$50 Emergency / \$25 Urgent Care Facility Out-of-Network Deductible: \$400/\$800/\$1,000 Out-of-Network Cost Share Maximum: \$1,600/\$3,200/\$4,000 Out-of-Network "Out of Pocket" Cost: \$2,000/\$4,000/\$5,000</p> <p>Lifetime Maximum In-Network &amp; Out-Of-Network-Unlimited</p>	<p>In-Network services subject to co-pays</p> <p><i>Out-of-Network NOT AVAILABLE</i></p> <p>Co-Pays: \$ 15 PCP / \$ 15 Specialist \$ 100 Outpat Hosp / \$ 200 Inpat Hosp co-pay \$75 Emergency / \$50 Urgent Care Facility Deductible: Does not apply Cost Share Maximum: Does not apply Out of Pocket Cost: Does not apply</p> <p>Lifetime Maximum In-Network -Unlimited</p>
<b>Preventive Care Pediatric</b>	<p>Covered according to age-based schedule: \$0 co-pay Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year</p>	<p>Covered according to age-based schedule: \$0 co-pay Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year</p>
<b>Adult</b>	<p>Covered according to age-based schedule: \$0 co-pay 22 and over one exam per year</p>	<p>Covered according to age-based schedule: \$0 co-pay 22 and over one exam per year</p>
<b>Vision</b>	<p>\$0 co-pay ( Frames &amp; Lenses covered under vision rider )</p>	<p>\$0 co-pay ( Frames &amp; Lenses covered under vision rider )</p>
<b>Hearing</b>	<p>\$0 Co-pay one exam every two years</p>	<p>\$0 Co-pay one exam every two years</p>
<b>Gynecological</b>	<p>\$0 co-pay One Routine Exam Per Member per Calendar Year</p>	<p>\$0 co-pay One Routine Exam Per Member per Calendar Year</p>
<b>Medical Services Medical Office Visit</b>	<p>\$ 20 office visit co-pay PCP \$ 20 office visit co-pay Specialist</p>	<p>\$ 15 office visit co-pay PCP \$ 15 office visit co-pay Specialist</p>
<b>Outpatient PT/OT/Chiro/ Speech</b>	<p>\$ 20 office visit co-pay 50 combined visits per member per calendar year ( subject to medical necessity )</p>	<p>\$ 15 office visit co-pay Unlimited Visits ( subject to medical necessity )</p>
<b>Allergy Services</b>	<p>\$20 office visit co-pay No copay for injections Unlimited injections</p>	<p>\$15 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years</p>
<b>Diagnostic Lab. &amp; X-ray</b>	<p>Covered</p>	<p>Covered</p>
<b>Inpatient Medical Services</b>	<p>Covered</p>	<p>Covered</p>
<b>Surgery Fees</b>	<p>Covered</p>	<p>Covered</p>
<b>Office Surgery</b>	<p>Covered</p>	<p>Covered</p>
<b>Outpatient MH</b>	<p>\$ 20 office visit co-pay Limited to 40 visits per calendar year</p>	<p>\$ 15 office visit co-pay Limited to 40 visits per calendar year</p>

Tentative Agreement – September 2012  
 Green font represents items tentatively agreed upon

<b>Emergency Care</b>		
Emergency Room	\$ 50 co-pay ( waived if admitted )	\$ 75 co-pay ( waived if admitted )
<b>Urgent Care</b>	\$ 25 co-pay Participating Facilities only	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
<b>Hospital Care</b>		
General/Medical/Surgical/ Maternity (Semi-Private)	Note: All hospital admissions require pre-cert \$ 350 per admission co-pay	Note: All hospital admissions require pre-cert \$ 200 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$ 350 per admission co-pay	\$ 200 per admission co-pay
Substance Abuse/ Detox	\$ 350 per admission co-pay	\$ 200 per admission co-pay
Rehabilitative	\$ 350 per admission co-pay up to 60 days per calendar year	\$ 200 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$ 350 per admission co-pay up to 120 days per calendar year	\$ 200 per admission co-pay up to 90 days per calendar year
Hospice	\$ 350 per admission co-pay Unlimited days	\$ 200 per admission co-pay up to 60 days per calendar year
<b>Outpatient Hospital</b>		
Outpatient Surgery Facility Charges	\$ 175 per admission co-pay	\$ 100 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
<b>Other Services</b>		
Durable Medical Equip	Unlimited Max (Limited to covered items only )	Unlimited Max (Limited to covered items only )
Prosthetics	Unlimited Max	Unlimited Max
Prescription Drugs	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin ( Oral contraceptives are covered )	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - unlimited max ( Oral contraceptives are covered )
Infertility	<ul style="list-style-type: none"> <li>• A <b>lifetime</b> maximum of 4 cycles for ovulation induction up to age 40.</li> <li>• A <b>lifetime</b> maximum of 3 cycles for intrauterine insemination up to age 40.</li> <li>• A <b>lifetime</b> maximum of 2 cycles combines for in-vitro fertilization, GIFT, ZIFT, and Low Tubal Ovum Transfer up to age 40.</li> <li>• Services related to male infertility.</li> <li>• All related prescription drugs.</li> <li>• All covered and medically necessary medical office visits, surgical procedures, associated laboratory testing &amp; procedures.</li> <li>• All covered services will be paid at the benefit level subject to policy guidelines</li> </ul>	
<b>Dependent Age Max</b>	To 26 years of age	To 26 years of age

Note: For July 1, 2010 – November, 30, 2012, the Plan Design in effect is the same as the previous collective bargaining agreement dated July 1, 2006-June 30, 2010. Please reference that document's appendix for summary of benefits.

**APPENDIX H**

**MEMORANDUM OF AGREEMENT**

**By and Between the Town of Mansfield (Town) and the Mansfield Career Fire Fighters Association, IAFF Local 4120 (Union)**

The Town and Union remain committed to the continued mutual and cooperative collection and analysis of data for the purposes of Fire, Rescue, and Emergency Medical Services quality assurance related to operational responsiveness, efficiency, and effectiveness of service delivery and best interests for the Town as a whole. Such continued collection and analysis of data for these purposes shall be at the direction of the Fire Chief, whom shall meet regularly at his/her discretion with the Union President to coordinate and facilitate such continued efforts. Nothing in this Memorandum of Agreement shall be construed as a waiver of the Town's management rights.

For the Town:

For the Union:

\_\_\_\_\_  
Matthew W. Hart

\_\_\_\_\_  
Date

\_\_\_\_\_  
Uri Lavitt

\_\_\_\_\_  
Date

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Mary Stanton, Town Clerk  
**Date:** October 22, 2012  
**Re:** Appointments to Zoning Board of Appeals

---

**Subject Matter/Background**

The Mansfield Republican Town Committee (MRTC), at its meeting on September 20, 2012, voted unanimously to recommend that Mr. Paul Hammer, be appointed by the Town Council to fill the ZBA vacancy for a full member created by the resignation of Ms. Carol Pellegrine.

**Recommendation**

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

*Move, effective October 22, 2012, to appoint Mr. Paul Hammer as a full member of the Mansfield Zoning Board of Appeals for an initial term to expire on November 18, 2013.*

**Attachments**

- 1) 09/27/12 Letter from Tony Lent, Mansfield Republican Town Committee

Sept. 27, 2012

Dear Clerk Stanton,

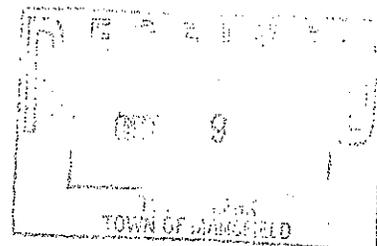
During its monthly meeting on Sept. 20, 2012, The Mansfield Republican Town Committee replaced Carol Pellegrine by voting Paul Hammer to replace her as a candidate for Zoning Board of Appeals.

Respectfully submitted,

*Kevin Holbrook for Tony Lent*

Tony Lent, Chairman

Mansfield Republican Town Committee





**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant Town Manager; Mary Stanton, Town Clerk  
**Date:** October 22, 2012  
**Re:** Town Council Meeting Schedule for 2013

---

**Subject Matter/Background**

Attached please find the proposed meeting schedule for 2013, as prepared by the Town Clerk. The meeting dates conform to the Town Council's normal schedule of holding its regular meetings on the second and fourth Mondays of the month. The proposed calendar includes exceptions for holidays occurring on Monday; in that instance the Council conducts its meeting on the Tuesday of that week. However, please note that staff is proposing that the Council not hold its regular meeting during the week of March 25, 2013, due to the observance of Passover on March 25-26, 2013. (We would likely hold a special meeting later that week to present the Proposed FY 2013/14 Budget.)

**Recommendation**

Staff recommends that the Town Council approve the schedule as presented.

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

*Move, effective October 24, 2012, to adopt the Town Council Meeting Schedule for 2013, as presented by the Town Clerk.*

**Attachments**

- 1) Proposed Town Council Meeting Schedule for 2013



### Town Council 2013 Meeting Schedule

In accordance with CGS§ 1-4 and the Mansfield Town Charter the following dates are approved for the Mansfield Town Council's 2013 meeting schedule:

January 14, 2013  
January 28, 2013  
February 11, 2013  
February 25, 2013  
March 11, 2013  
March 25, 2013 (Cancelled)  
April 8, 2013  
April 22, 2013  
May 13, 2013  
May 28, 2013 (Tuesday due to Memorial Day)  
June 10, 2013  
June 24, 2013  
July 8, 2013  
July 22, 2013  
August 12, 2013  
August 26, 2013  
September 9, 2013  
September 23, 2013  
October 15, 2013 (Tuesday due to Columbus Day)  
October 28, 2013  
November 12, 2013 (Tuesday due to Veterans' Day)  
November 25, 2012  
December 9, 2012  
December 23, 2012

Unless otherwise indicated the Mansfield Town Council will meet the second and fourth Monday of each month. All Regular Meetings are to be held in the Council Chambers of the Audrey P. Beck Building and will begin at 7:30 p.m.



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matthew Hart, Town Manager *MH*  
**CC:** Cherie Trahan, Director of Finance; Lon Hultgren, Director of Public Works  
**Date:** October 22, 2012  
**Re:** S. Eagleville Walkway Project - Bond Authorization Discussion

---

**Subject Matter/Background**

The Finance Committee has had several discussions regarding the bond authorization of the South Eagleville Walkway project (\$400,000) approved in the 2011/12 Capital Improvement Program (CIP). A question was raised by the Committee as to whether the Town Council has the authority to eliminate this project from the CIP budget. We consulted the Town Attorney and he confirmed that there is no provision in the Charter for cancelling/eliminating a project that has been approved at the Annual Town Meeting. However, Section C506(f) of the Town Charter allows for the abandonment of a project if three fiscal years lapse without any expenditure or encumbrance of the appropriation. Attorney O'Brien's opinion is attached for your reference.

The South Eagleville Walkway project was approved to begin in FY 2011/12 (July 1, 2011 to June 30, 2012) with a funding source identified as bonding. Recall that this project was sent to referendum for bond approval in November, 2011. The referendum vote was 1,152 in favor and 995 opposed. However, the vote did not satisfy Section C407 of the Mansfield Charter, which requires a minimum of 15 percent of all registered voters to vote in favor of the proposed project at referendum. In order to move forward with this project, by June 30, 2014 the Town must obtain bond authorization and make an encumbrance or expenditure on the project.

The Finance Committee would like the full Council to discuss whether this project should be allowed to lapse, and, if not, when this project should be brought to the voters for bonding approval.

Several options are available:

- The Town Council may bring this project to a town meeting for bond authorization in FY 2012/13 providing the aggregate amount of bond authorizations for the fiscal year does not exceed one percent of the

annual budget, or \$450,000. If the aggregate amount exceeds one percent, it must go to referendum for approval.

- The same action as above could be taken in FY 2013/14. In either case, an expenditure or encumbrance must take place prior to June 30, 2014 or the project would lapse per the town charter.
- The Council could chose not to bring this to town meeting or referendum for bond approval at all and the project would lapse automatically on June 30, 2014.

### **Recommendation**

Prior to making a decision to allow the project to lapse, I recommend that the Council refer this project to the Transportation Advisory Committee and perhaps other advisory committees to solicit their input regarding the need and importance of this project as part of the Town's overall walkway/bikeway plan. The advisory committees and staff could also provide options regarding the design and budget of the proposed project, if that is desired by the Council.

### **Attachments**

- 1) 10/04/12 Letter from Dennis O'Brien, Town Attorney
- 2) Prioritized Mansfield Walkways (August 2012)

# O'Brien and Johnson

Attorneys at Law

120 Bolivia Street, Willimantic, Connecticut 06226

Fax (860) 423-1533

Attorney Dennis O'Brien  
dennis@OBrienJohnsonLaw.com  
(860) 423-2860

Attorney Susan Johnson  
susan@OBrienJohnsonLaw.com  
(860) 423-2085

October 4, 2012

Ms, Cherie A. Trahan  
Director of Finance  
Town of Mansfield  
Four South Eagleville Road  
Mansfield, CT 06268

Re: South Eagleville Walkway Capital Improvement Project (CIP)

Dear Cherie:

You have reminded me that in 2011 the Annual Town Meeting approved the aforementioned Capital Improvement Project (CIP) in the amount of \$400,000.00. The budget which was approved by that Annual Town Meeting was later confirmed by the voters in a referendum petitioned per Charter section C405B. Subsequently, the project has never obtained bonding approval per Town of Mansfield Charter section C407, and likely cannot be undertaken unless and until it does.

You have informed me that a member of our Finance Committee is interested in having the Town Council "remove" this particular CIP. Apparently, upon request, the Town Council has in the past approved CIP adjustments, including increases, decreases and transfers a couple of times a year or so, however, nothing of this magnitude..

You have asked whether this proposed "removal" could be interpreted as a transfer on an amount in excess of 0.5 per cent, and could therefore be done by the Council followed by the approval of a town meeting per Charter section C406, which addresses appropriations and transfers.

Section C406A of the Charter provides that "Transfers or new appropriations in an amount from 0.5% to an aggregate amount o not to exceed 1% of the annual approved budget in any one fiscal year, may be approved by consecutive actions of the Council and a Town Meeting which shall be called by the Council following its action on **the new spending proposal.**"(emphasis added). The foregoing emphasized words of section C406A are a strong indication that this section is not intended to permit "removal" of a \$400,000.00 spending project approved by the **Annual Town Meeting** from the budget.

The question you have asked me about "removal" is instead governed by Charter section C506(f), which provides as follows:

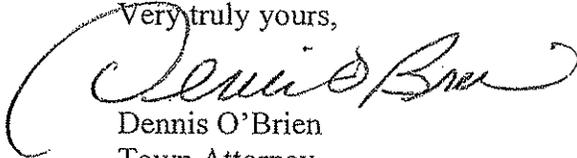
Ms, Cherie A. Trahan  
Director of Finance  
Town of Mansfield  
October 4, 2012  
Page Two

Appropriations for construction or for other permanent improvements, from whatever source derived, shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned. **Any such project shall be deemed to have been abandoned if three fiscal years shall elapse without any expenditure from or encumbrance of the appropriation.** Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the budget year shall lapse.(emphasis).

Per the plain language of this subsection, abandonment may result only after the lapse of three fiscal years. As to a CIP of this magnitude, what was originally done by the **Annual Town Meeting**, and confirmed by referendum per Charter section C405B, can only be undone per Charter section C506(f) via such abandonment, not by consecutive action of the Council and a town meeting. The Council, thereby, may "remove" this project, but only by not securing funding for the project via bonding or otherwise.

Please let me know if you need any more from me on this.

Very truly yours,



Dennis O'Brien  
Town Attorney

cc: Matthew W. Hart, Town Manager

Data Sheet - Prioritized Mansfield Walkways (Worksheet - Updated August, 2012)

Priority	Road Name	Section	Length (ft)	Est cost @ \$100/ft (5 ft walkway)	Est cost @ \$150/ft (8ft bikeway)	Est Cost for Design & ROW	Adjacent Homes, Businesses & Apts			Corridor Comments
							Homes	Bus Route?	Apt Bldgs & Other	
#1 Priority -- Funded, in design or under construction	N. Eagleville Rd	Hunting Lodge to Southwood	3,500	\$350,000		\$5,000	43	Yes	12	To Northwood Apts; UConn to design & fund with Town assistance to procure easements and wetland permit
*****	*****	*****	*****	*****	*****	*****	*****	*****	*****	*****
#2 Priority -- High	Route 89	Route 195 to Library	1,300	\$130,000		\$42,000	35		1	Extension of Mansfield Center walkway
2	Route 89	Library to School	2,400	\$240,000		\$68,000	30		2	Further extension of Mansfield Center walkway
2	S. Eagleville Rd.	Maple to Separatist	1,555	\$350,000		\$50,000	6	Yes	Glenn Ridge	Failed referendum Fall 2011;
2	Route 195	Big Y to Puddin L.a. (West Side)	2,800	\$280,000		\$80,000	30	Yes	11	Will continue sidewalk that begins at the Town line
2	Hunting Lodge Rd	Separatist to North Eagleville	2,010	\$201,000	\$281,400	\$50,000	10			Part of Town's N-S bike route
2	Hunting Lodge Rd	Birch Rd. to Goodwin School	250	\$25,000			10		2	Connects existing walkway to Goodwin School
2	Route 32	Route 31 to Vinton School	1,800	\$180,000		\$50,000	40		1	Connects Route 31 intersection to Vinton School
2	Route 32	Pleasant Valley Rd. to Price Rite Shopping Center	1740	\$174,000	\$261,000	\$50,000	10		1	WRTD bus stop @ Windham Shopping Center -- no safe Mansfield access
2	Route 195	44 to Moulton Rd	4225	\$422,500		\$80,000				2010 student design project
2	Route 195	Bassetts Bridge Rd to Puddin Lane	5600	\$560,000		\$160,000	60	Yes	3	Connects walkway from Mansf Ctr to Puddin Lane
2	Route 195	4 Corners to Holiday Mall	2,000	\$200,000	\$300,000	\$57,000	27	Yes	10	As per 2004 enhancement grant request. Needed for 4 corners dev.
2	Route 195	89 to Dodd Rd	900	\$90,000	\$126,000	\$60,000		Yes	1	North of Gen Store. Problem with historic fence between the road and the house.

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Data Sheet - Prioritized Mansfield Walkways (Worksheet - Updated August, 2012)

Priority	Road Name	Section	Length (ft)	Est cost @ \$100/ft (5 ft walkway)	Est cost @ \$150/ft (8ft bikeway)	Est Cost for Design & ROW	Percent Homes, Businesses & Apts			Corridor Comments
							Homes	Bus Route?	Apt Bldgs & Other	
#3 Priority -- Other	Eastwood Rd	Hillside Circ to Route 275	1,150	\$115,000		\$15,000	26			Will continue Hillside Circle walkway from campus that ends at Eastwood.
3	Conantville Rd	Pollack to rear mall entrance	760	\$76,000		\$10,000	18		27	Incl Eastbrook Condos
3	Spring Hill Rd	Maple to Davis	1,640	\$164,000		\$15,000	15			Segment on Town's N-S bike route
3	Maple Rd	Fieldstone Dr. to Spring Hill	1,100	\$110,000		\$31,000	10		10	Incl Millbrook Apts
3	Maple Rd	Fieldstone Dr to Davis Rd	6,500	\$650,000		\$185,000	80+		30+	Requested by Maple Rd. area residents
3	Route 195	Other pinch points	tbd							shoulder improvements
3	Bousa Road	Chaffeeville Rd to Hillcrest Rd	1320	\$132,000	\$264,000	38000	25+			Connector is now gravel
3	S. Eagleville Rd.	Separatist Rd. to Route 32					45		20 +	Recent request under review
Totals			42,550	\$4,449,500	\$1,232,400	1,046,000				

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matthew Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant Town Manager; Linda M. Painter, Director of Planning and Development; Jessie Neborsky, Planning and Community Development Assistant  
**Date:** October 22, 2012  
**Re:** Small Cities Grant Award for Housing Rehabilitation Program

---

**Subject Matter/Background**

On September 19, 2012, the Town was awarded a \$300,000 Small Cities Grant from the Connecticut Department of Economic and Community Development (DECD) to fund our housing rehabilitation revolving loan fund program. As a condition of the award, the Council is required to re-adopt the resolution in support of the program application. This resolution was originally adopted by the Council on March 26, 2012.

**Recommendation**

Staff recommends that the Town Council adopt the resolution as presented by the DECD (see attached).

**Attachments**

- 1) Award Letter
- 2) Resolution in Support of Housing Rehabilitation Application



Department of Economic and  
Community Development

Connecticut  
still revolutionary

September 19, 2012

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

Subject: AWARD LETTER - Small Cities Grant #SC1207801  
\$ 300,000.00 for Housing Rehabilitation

Dear Mr. Hart:

**Congratulations!** Consistent with Governor Malloy's commitment to promote housing and economic opportunities for low and moderate-income residents throughout the state, the Town Mansfield's application for Community Development Block Grant (CDBG) Small Cities funding has been approved. Grant funding is in the amount of **Three Hundred Thousand Dollars (\$300,000.00)** for Housing Rehabilitation.

This letter serves to outline certain basic provisions and conditions of this funding award. **This letter is not a contract by the State of Connecticut.** The State shall not be bound until an Assistance Agreement Contract has been fully executed in accordance with all applicable local, state and federal laws. Notwithstanding any other provisions of this letter, DECD may elect to withdraw this award of funds if the municipality has made any material misrepresentation of the project data supporting this funding request in the application or in any supplemental materials or information it has furnished. DECD may also withdraw this award if the municipality abandons or terminates the project, or if it makes any change in the scope of the project or the project financing plan.

Enclosed are three (3) counterparts of the Assistance Agreements and other documents that must be executed to accept this grant. Please sign, date, and return all of these documents within thirty (30) days of the date of this letter:

1. Project Schedule (Revised/Updated) -Appendix 1
2. Financing Plan & Budget - Appendix 2
3. Local Assurances - Appendix 3
4. Opinion of Counsel
5. Project Expenditures Account Agreement
6. Authorized Signatures Form
7. Applicant/Recipient Disclosure/Update Form

Mr. Matthew Hart  
Town of Mansfield  
Page 2

8. Updated Resolution that has not been rescinded or modified within 30 days of contract signing.

The Project Schedule that was submitted with your application must be revised to reflect the currently anticipated start date and expenditure rate for this grant. The "budget period" on the Project Schedule and Financing Plan & Budget must be listed as October 1, 2012 to September 30, 2014.

Please return all of the above documents, to:

Bruce Sheridan  
Economic & Community Development Agent  
DECD  
505 Hudson Street  
Hartford, CT 06106

Thank you for your participation in the Small Cities Program. Feel free to contact Mr. Sheridan at (860) 270-8114 or [bruce.sheridan@ct.gov](mailto:bruce.sheridan@ct.gov) if you have any questions about this matter.

Sincerely,



Nick Lundgren  
Director  
Office of Housing &  
Community Development

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
STATE OF CONNECTICUT  
(AN EQUAL OPPORTUNITY EMPLOYER)  
**CERTIFIED RESOLUTION OF THE GOVERNING BODY**

I, Mary Stanton, Town Clerk, certify that below is a true and correct copy of a resolution duly adopted by The Town of Mansfield at a meeting of its Town Council duly convened on -----, and which has not been rescinded or modified in any way whatsoever and is at present in full force and effect.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature and Title of Official)

SEAL

**WHEREAS**, federal monies are available under the Title I of the Housing and Community Development Act of 1974, 42 U.S.C § 5301, et. seq., as amended, also known as Public Law 93-383, and administered by the State of Connecticut, Department of Economic and Community Development as the Connecticut Small Cities Development Block Grant Program; and

**WHEREAS**, pursuant to Chapter 127c, and Part VI of Chapter 130 of the Connecticut General Statutes, the Commissioner of the State of Connecticut Department of Economic and Community Development is authorized disburse such federal monies to local municipalities; and

**WHEREAS**, it is desirable and in the public interest that the Town of Mansfield make an application to the State for \$300,000 in order to undertake and carryout a Small Cities Community Development Program and to execute an Assistance Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MANSFIELD TOWN COUNCIL**

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Part VI of Chapter 130 of the CGS
2. That the filing of an application for State financial assistance by The Town of Mansfield in an amount not to exceed \$300,000 is hereby approved and that Matthew Hart, Town Manager is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, to carryout approved activities and to act as the authorized representative of the Town of Mansfield.

3. That it adopts or has adopted as its policy to support the following nondiscrimination agreements and warranties provided in subsection (a)(1) of Connecticut General Statutes sections 4a-60 and 4a-60a, respectively, as amended by Public Act 07-142, and for which purposes the "contractor" is Town of Mansfield and "contract" is said Assistance Agreement:

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

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Linda Painter, Director of Planning and Development; Lon Hultgren, Director of Public Works; Kevin Grunwald, Director of Human Services; Robert Miller, Director, Eastern Highlands Health District; Curt Vincente, Director of Parks and Recreation, Cherie Trahan, Director of Finance  
**Date:** October 22, 2012  
**Re:** EPA Building Blocks for Sustainable Communities: Technical Assistance Opportunities

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**Subject Matter/Background**

The U.S. Environmental Protection Agency's Building Blocks for Sustainable Communities program is sponsoring a series of free technical assistance workshops for local communities on a variety of topics related to smart growth and sustainable development. The technical assistance workshops are offered directly by the EPA. The deadline for submitting letters of interest is October 26, 2012. A separate letter of interest is required for each technical assistance tool requested.

After reviewing the detailed descriptions of the various technical assistance tools available, staff has identified the following as the top candidates for application based on how the workshop would support and supplement the work being done through our HUD Community Challenge Planning Grant:

*Using Smart Growth to Produce Economic and Fiscal Health.* This workshop includes an evening presentation on how smart growth land use strategies can help strengthen local fiscal health and encourage economic development. A working session with staff the following day focuses on defining the factors that are driving change in town and demonstrates how to build on community strengths to address trends and build value for the community. Intended outcomes would include strategies for allocating municipal resources (including land, municipal services, facilities and infrastructure projects such as water, sewer, transportation and public facilities) that would help create a more sustainable fiscal and economic position for the community.

*Neighborhood Planning for Healthy Aging.* This workshop focuses on identifying planning strategies to support healthy aging and will include a presentation on best practices and a discussion and ranking of community strengths, needs and priorities to help identify appropriate solutions and implementation techniques.

### **Financial Impact**

If the town's application is selected, the EPA would conduct the technical assistance workshop free of charge. The town would be responsible for providing background information, staff time, meeting space, workshop refreshments and advertising/outreach efforts to ensure broad participation in the workshop.

### **Legal Review**

No legal review is required at this time. The advice of the Town Attorney will be secured if needed with regard to technical assistance agreement if awarded.

### **Recommendation**

If the Council supports the submission of applications for technical assistance as described above, the following motion would be in order to authorize the submission of the technical assistance applications.

*Move, effective October 22, 2012, to authorize the Town Manager to submit Letters of Interest for technical assistance workshops sponsored by the EPA Building Blocks for Sustainable Communities Program.*

### **Attachments**

- 1) Technical Assistance Tool Descriptions
- 2) Letters of Interest

## TOOL #3: NEIGHBORHOOD PLANNING FOR HEALTHY AGING

As a community's population ages, it will be necessary to plan for the changing needs and abilities of older citizens. Supportive neighborhood design can help residents "age in place" and maintain healthy, active lives. This tool will help communities create great places for aging residents.

### Community Benefits

Neighborhood design that supports aging allows residents to remain active, independent, and engaged in their community as they grow older. Such a lifestyle can reduce isolation and depression, improve individual fitness, and reduce disabilities related to aging, which improve quality of life while easing the caretaking burden on family and others. For public agencies, planning for an aging population can reduce the cost of providing services. Although the specific solutions will vary from one community to the next, the tool will help to identify focus areas for action and prioritize actions that support healthy aging. Strategies could include improving neighborhood walkability, safety, and comfort; improving transit access; and increasing the diversity of housing types.

### Areas of Focus

The tool is focused on evaluating the built environment and planning strategies that can support aging populations. It will identify neighborhoods with current or projected concentrations of elderly residents and evaluate whether current neighborhood design supports or hinders older adult mobility, accessibility, housing choice, and social interaction. A presentation on best practices for aging populations and discussion and ranking of community strengths, needs, and priorities will help to stimulate thinking about the types of solutions that will be most appropriate for residents and how to prioritize and implement them. The tool will be action-focused, with an emphasis on practical strategies that can be implemented across different agencies and sectors.

### Who Should Attend:

- / Elected officials.
- / City/county staff, including community development, public works / transportation, parks and recreation, and planning staff.
- / Community and neighborhood leaders.
- / Local Area Agency on Aging staff.
- / Social service providers.
- / Organizations and advocates for disabled persons, affordable / senior housing, and low-income populations.

### How It Works:

- / One- to two-day assistance including a day-long work session with local government departments and other key stakeholders to assess local conditions and discuss strategies and priorities. Findings will be presented and discussed in follow-up meetings with key decision-makers.

### What the Community Provides:

- / Promotion and coordination of work session.
- / Invitations to key stakeholders to attend work session.
- / Local logistics.
- / Local key contacts and meeting coordination.
- / Decision-makers' commitment to attend the workshop.
- / Support in neighborhood and asset mapping.

### Outcomes:

- / Identification of focus neighborhoods within the community.
- / An understanding of best practices for the built environment that support healthy aging.
- / Articulation of community priorities related to healthy aging and a prioritized set of strategies and action items to create communities that support healthy aging.
- / An understanding of agency roles to implement the strategies and commitments to action.

## Tool #6: USING SMART GROWTH TO BUILD FISCAL AND ECONOMIC HEALTH

Smart growth strategies have inherent efficiencies and can minimize private and public costs while maximizing property values and associated revenues.

### Community Benefits

This tool outlines strategies and approaches that can help cities integrate their land development policies, their municipal budgets, and their long-term economic development goals. These strategies could reduce service and infrastructure costs and increase revenues in an era when limited resources mean that growing inefficiently is no longer an option. While the public sector will see ongoing benefits from more efficient development patterns, developers can realize efficiencies at the project level that can increase their returns and preserve capital that they can invest elsewhere.

### Areas of Focus

The technical assistance has two parts:

- An evening presentation to key stakeholders showing attendees how smart growth land use strategies can help strengthen local fiscal health, which in turn encourages economic development.
- A working session with staff the next day defining the factors that are driving change in the community and showing how to build on the community's strengths to address these trends and build value for the community. This tool will facilitate a discussion among economic development, finance, and planning staff.

At the end of the technical assistance, the community will gain strategies for allocating municipal resources (including land, municipal services, facilities, and infrastructure projects such as water, sewer, transportation, and public facilities) in a way that will build a more sustainable fiscal and economic position for the community.

### Who Should Attend:

- / Elected officials.
- / City staff, including economic development, planning, public works, and finance staff.
- / Community and neighborhood leaders and other stakeholders.

### How It Works:

- / One-and-a-half-day session begins with an overview of how land use, fiscal health, and economic benefits intersect.
- / Sessions highlight case studies and apply examples to local needs and opportunities.
- / Includes assessment of key factors contributing to your community's fiscal health.

### What the Community Provides:

- / Marketing of event.
- / Local logistics.
- / Local key contact.
- / Decision-makers' commitment to attend the workshop.
- / Background information on the economic conditions and issues of the community.
- / Parcel-based property tax analysis by land use type.

### Outcomes:

- / An understanding of how land use patterns can help communities save money and make money.
- / Strategies for applying lessons from other places around the country to local opportunities and needs.
- / An understanding of community assets needed to maintain economic and fiscal health, e.g., how do we do more with what we have?
- / An understanding of how to leverage opportunities and where leveraging opportunities are—e.g., federal investment in transit, new employment center, disaster relief, etc.

**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

October 23, 2012

Ms. Sarah Dale  
U.S. Environmental Protection Agency - Office of Sustainable Communities

Subject: 2012 Building Blocks for Sustainable Communities Letter of Interest  
Tool #3: Neighborhood Planning for Healthy Aging

Dear Ms. Dale:

On behalf of the Mansfield Town Council, I am pleased to submit this Letter of Interest in the EPA's Building Blocks for Sustainable Communities Program Tool for Neighborhood Planning for Healthy Aging.

*Overview of Smart Growth and Sustainable Development Challenges*

In many ways, Mansfield is typical of other New England towns, with the vast majority of our land being dominated by farmland, forests, wetlands and single-family homes on large (multiple acre) lots. However, we are also home to the University of Connecticut, which with its 20,000 plus students is the equivalent of a small, fairly self-contained city. Due to the presence of the University, significant investment has been made in the establishment of sidewalks and multi-use paths on key roads surrounding the campus. Additionally, surrounding neighborhoods enjoy greater access to transit service through regional bus service, interstate bus service and access to the university's shuttle system. Unfortunately, this infrastructure and transit access does not serve all areas of town, including neighborhoods with large concentrations of elderly and low income residents.

According to 2010 census data, the population of all age groups over 55 increased from 2000, with the exception of the 75-84 age range. The most significant increase was in the number of residents age 55-59, which increased over 48% from 2000. Given this trend, it is imperative that we identify policies and strategies to ensure that our residents can continue to age in place, as well as provide access to healthy activities. The requested technical assistance workshop would provide us with guidance on how to improve existing low-density rural neighborhoods to better support healthy aging while also providing techniques to ensure that new subdivisions and developments incorporate best practices from the time they are designed.

*Engagement of Traditionally Underrepresented Populations*

As part of our HUD Community Challenge Planning Grant, the Town is currently developing a comprehensive community engagement strategy to increase participation in planning efforts, particularly by lower income, elderly and minority residents. The same outreach efforts developed through this process will be used to encourage participation in this technical assistance workshop. Examples of tools that will be used include: creation of a project information hub including advertisements of upcoming events at the community library, which is widely used by a broad cross-section of the community, advertisements of events at the community and senior centers, and articles in the community and senior center newsletters.

*Capacity for Implementation*

As described below, the Town is committed to updating its long-range plan over the next two years. This plan includes both land use and community development policies and identifies priorities for capital improvements such as sidewalks, bikeways, etc. This plan will supplement objectives already identified in the Town's

strategic plan related to sustainable land use and development policies; provision of senior services, availability of affordable housing and support for initiatives related to recreation, health and wellness.

*Relationship to HUD Community Challenge Planning Grant Activities*

In November 2011, the Town was awarded a Community Challenge Planning Grant by the HUD Office of Sustainable Housing and Communities. This grant is being used to respond to growth anticipated as a result of the Technology Park Development through updates to the town's Plan of Conservation and Development and development of new zoning and subdivision regulations with a focus on sustainability. As part of the POCD and zoning update, the Town will be evaluating town-wide land use policies and developing master plans for key development areas. This workshop would build on those efforts by adding an additional focus on how land use policies and regulations in all areas of the community can better support healthy living, increase opportunities for physical activity, and the enhance the ability of our residents to age in place. Specifically, the workshop would support the town's efforts related to the following Livability Principles:

- Provide more transportation choices
- Promote equitable, affordable housing
- Coordinate policies and leverage investment
- Value communities and neighborhoods

Additionally, the Eastern Highlands Health District, of which the town is a member, is part of the CDC Community Transformation Grant through the Connecticut Department of Public Health. As part of this initiative, they are working to reduce the burden of chronic disease through policy and environmental changes aimed at increasing access to nutritious foods and opportunities for physical activity. This workshop would supplement those efforts by providing detailed strategies for Mansfield as well as general best practices that could be shared with other communities.

*Town Responsibilities*

As identified in the tool description, the Town hereby commits to providing the following:

- Promotion and coordination of the work session
- Invitations to key stakeholders to attend work session
- Local logistics, including securing and organizing meeting space and materials
- Local contact (see point of contact information below) and meeting coordination
- Attendance at the workshop by decision makers
- Support in neighborhood and asset mapping

*Point of Contact and Stakeholders*

The following table identifies the primary point of contact for this application (identified with an \*) and key stakeholders:

Name	Title	Address	Email	Telephone
Linda Painter*	Director of Planning and Development	4 South Eagleville Road Mansfield, CT 06268	<a href="mailto:painterlm@mansfieldct.org">painterlm@mansfieldct.org</a>	860.429.3329
Matthew Hart	Town Manager		<a href="mailto:hartmw@mansfieldct.org">hartmw@mansfieldct.org</a>	860.429.3336
Kevin Grunwald	Director of Human Services		<a href="mailto:grunwaldk@mansfieldct.org">grunwaldk@mansfieldct.org</a>	860.429.3314
Robert Miller	Director, Eastern Highlands Health District*		<a href="mailto:millerrl@ehhd.org">millerrl@ehhd.org</a>	860.429.3377

Sincerely,

Matthew W. Hart  
Town Manager

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



Matthew W. Hart, Town Manager

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
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Fax: (860) 429-6863

October 23, 2012

Ms. Sarah Dale  
U.S. Environmental Protection Agency - Office of Sustainable Communities

Subject: 2012 Building Blocks for Sustainable Communities Letter of Interest  
Tool #6: Using Smart Growth to Build Fiscal and Economic Health

Dear Ms. Dale:

On behalf of the Mansfield Town Council, I am pleased to submit this Letter of Interest in the EPA's Building Blocks for Sustainable Communities Program Tool for Using Smart Growth to Build Fiscal and Economic Health.

*Overview of Smart Growth and Sustainable Development Challenges*

In many ways, Mansfield is typical of other New England towns, with the vast majority of our land being dominated by farmland, forests, wetlands and single-family homes on large (multiple acre) lots. However, we are also home to the University of Connecticut, which with its 20,000 plus students is the equivalent of a small, fairly self-contained city within our rural landscape. Last year, the state authorized ±170 million for development of the first building at a new north campus technology park. At build-out, the park is expected to add 900,000 square feet of development and 2,800 jobs. While the tech park itself will be developed on state land, we are expecting pressure for additional housing and commercial development in the areas surrounding the park. At the same time, we want to retain as much of our rural character as possible.

From a fiscal standpoint, our primary revenue source is property taxes. While the University is a regional employment center, it is exempt from property taxation. The state does provide a Payment in Lieu of Taxes (PILOT) grant to towns that host public colleges and universities. However, due to state fiscal constraints, PILOT revenues are expected to remain flat or decrease, regardless of the significant investments being made by the University in new facilities. Additionally, the University currently provides water and sewer service to limited off-campus areas. These facilities would need to be expanded to accommodate a denser development pattern in key locations. While a portion of the cost could be assessed to properties receiving service, it is also anticipated that the town would have to bond a significant amount of the overall project cost. This causes significant concern for many residents as the property tax rate would likely increase to finance repayment of the bonds. Through this workshop, we hope to gain a better understanding of how we can best allocate municipal resources to ensure that future development is financially and economically sustainable for the town.

*Engagement of Traditionally Underrepresented Populations*

As part of our HUD Community Challenge Planning Grant, the Town is currently developing a comprehensive community engagement strategy to increase participation in planning efforts, particularly by lower income and minority residents as well as other stakeholders such as small business owners. The same outreach efforts developed through this process will be used to encourage participation in this technical assistance workshop. Examples of tools that will be used include: creation of a project information hub including advertisements of upcoming events at the community library, which is widely used by a broad cross-section of the community and advertisements of events at the community and senior centers.

*Capacity for Implementation*

As described below, the Town is committed to updating its long-range plan over the next two years. This plan includes both land use and economic development policies. Additionally, we are in the process of designing a sewer collection and water distribution system for one of the key redevelopment areas adjacent to the new tech park. We are also partnering with UConn to identify a new source of water to serve both the University and the Town, particularly the key redevelopment area previously mentioned.

*Relationship to HUD Community Challenge Planning Grant Activities*

In November 2011, the Town was awarded a Community Challenge Planning Grant by the HUD Office of Sustainable Housing and Communities. This grant is being used to respond to growth anticipated as a result of the Technology Park Development through updates to the town's Plan of Conservation and Development and development of new zoning and subdivision regulations. As part of the POCD update, the Town will be identifying specific economic development strategies and developing master plans for key development areas. This workshop would build on those efforts by focusing on how the decisions made through that process impact long term fiscal and economic sustainability, and the benefits/consequences of different approaches. Specifically, the workshop would support the town's efforts related to the following Livability Principles:

- Enhance economic competitiveness
- Support existing communities
- Coordinate policies and leverage investment
- Value communities and neighborhoods

*Town Responsibilities*

As identified in the tool description, the Town hereby commits to providing the following:

- Marketing of the event
- Local logistics, including securing and organizing meeting space and materials
- Local contact (see point of contact information below)
- Attendance at the workshop by decision makers
- Background information on the economic conditions and issues of the community
- Parcel-based property tax analysis by land use type

*Point of Contact and Stakeholders*

The following table identifies the primary point of contact for this application (identified with an \*) and key stakeholders:

<b>Name</b>	<b>Title</b>	<b>Address</b>	<b>Email</b>	<b>Telephone</b>
Linda Painter*	Director of Planning and Development	4 South Eagleville Road Mansfield, CT 06268	<a href="mailto:painterlm@mansfieldct.org">painterlm@mansfieldct.org</a>	860.429.3329
Matthew Hart	Town Manager		<a href="mailto:hartmw@mansfieldct.org">hartmw@mansfieldct.org</a>	860.429.3336
Michael Kirk	UCONN Deputy Chief of Staff	Office of the President 352 Mansfield Rd. Unit 2048 Storrs, CT 06269	<a href="mailto:Michael.kirk@uconn.edu">Michael.kirk@uconn.edu</a>	860.486.2337
Mark Paquette	WINCOG** Executive Director	700 Main Street, Willimantic, CT 06226	<a href="mailto:director@wincog.org">director@wincog.org</a>	860.456.2221

\*\*WINCOG is the recipient of a 2010 Sustainable Communities Regional Planning Grant

Thank you for your consideration of this request.

Sincerely,

Matthew W. Hart  
Town Manager

TOWN OF MANSFIELD  
FINANCE COMMITTEE MEETING  
MINUTES OF SEPTEMBER 10, 2012

Members Present: W. Ryan, D. Freudmann.  
C. Schaeffer arrived at 6:11pm

Other Council Members Present: none

Staff Present: M. Hart, C. Trahan

Guests: none

Meeting called to order at 6:08pm.

1. Minutes from 08/23/12 meeting approved as presented.
2. Opportunity for Public Comment - none
3. Proposed yearend transfers – the Committee discussed the proposed yearend transfers. Cherie Trahan explained that an explanation of one of the major reductions was inadvertently left off the memo. This reduction was in employee benefits, primarily health insurance premiums for \$132,059. This reduction is included in the list of requested transfers, however the explanation was omitted. Medical claims for the fiscal year were significantly below estimated claims. Therefore, each of the three participating entities (Town, Board, and Region) were able to reduce their current year payments by the accumulation of their excess payments.
4. Proposed CIP adjustments – the Committee discussed the proposed adjustments. Also discussed was the Council's ability to make reductions to the adopted CIP budget. In the past, reductions have been made in instances where funding was reduced (Pequot Grant). The Committee would like clarification on whether the Council can unilaterally reduce or eliminate a project that has been approved at the Budget Town meeting. The Committee is specifically looking at the South Eagleville Walkway project which has not yet received bonding authorization. Cherie will discuss with the Town Attorney and report back at the next meeting.
5. Financial Statements dated June 30, 2012 – the Committee discussed the financial statements as presented.
6. Other/Future Agenda Items – Storrs Center relocation costs will be discussed at the October meeting. Cherie will report back on making reductions to the CIP.
7. Adjournment. The meeting adjourned at 7:03 pm.

Motions:

Motion to approve the August 23, 2012 minutes by David Freudmann. Seconded by Bill Ryan.  
Motion so passed.

Motion to recommend approval of the yearend transfers by Carl Schaefer. Seconded by David Freudmann. Motion so passed.

Motion to recommend approval of the CIP adjustments by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to recommend acceptance of the financial statements by Carl Schaefer. Seconded by David Freudmann. Motion so passed.

Motion to adjourn.

Respectfully Submitted,

Cherie Trahan  
Director of Finance

TOWN/UNIVERSITY RELATIONS COMMITTEE  
Tuesday, September 11, 2012  
Audrey Beck Municipal Building, Council Chambers

Minutes

**Present:** J. Armstrong, B. Chandy, C. DeVecchis, M. Kirk, M. Hart, B. O'Connor, J. Patel, E. Paterson, J. Saddlemire, W. Wendt, W. Simpson

**Staff:** M. Capriola, L. Painter (*Town*)

**1. Call To Order**

Meeting was called to order at 4:05 pm.

**2. August 14, 2012 Meeting Minutes**

Wendt made the motion to approve the minutes as presented, seconded by O'Connor. Approval of minutes was unanimous.

**3. Updates:**

a. *Mansfield Downtown Partnership:* Hart provided an update on Phase 1B and parking garage construction. The Storrs Center Subway will have a grand opening event on September 12<sup>th</sup> and several more businesses will be opening in Storrs Center by the end of September. The Festival on the Green is scheduled for September 23<sup>rd</sup>.

b. *MCCP:* Armstrong provided an overview of upcoming activities, including fall off-campus visits which will kick-off at Celeron Apartments. The Off-Campus Student Services Director and Mansfield Resident Trooper Sergeant have been working together to address problematic off-campus behavior. Off-campus students are being educated about what it means to be a community member and how the student conduct code applies off-campus. Carriage House management has been working to reduce large gatherings and has been utilizing services of the Trooper's Office to assist in this effort.

c. *Town/UCONN Water Supply EIE:* Hart and Painter provided an update. The Steering Committee expects to receive a draft in early October. A draft is anticipated to be released to the public later in October and will include a public comment period.

d. *UConn Main Accumulation Area:* Kirk provided an update. The Siting Advisory Committee continues to meet and evaluate possible sites. The EIE is expected to be released in the spring of 2013 and will include a public comment period.

e. *Neighborhood Policing and Code Enforcement Activities:* Hart and O'Connor provided an update. For the first time, joint patrols between the Connecticut State Police (CSP) and UConn Police Department are being used; this is a significant accomplishment. CSP and UConn PD have been responding promptly and jointly to hot spots. The departments are seeing improved cooperation and information sharing as a result of the joint patrols. Extra patrols have been used at some off-campus housing complexes.

**4. Other Business/Announcements**

Mayor Paterson announced that the MCCP is seeking volunteers for the fall off-campus visits and that the Downtown Partnership is seeking volunteers for the Festival on the Green.

**5. Opportunity for the Public to Address the Committee**

None.

**6. Adjournment**

Meeting adjourned at 4:45 p.m.

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

MANSFIELD ZONING BOARD OF APPEALS – REGULAR MEETING  
MINUTES  
SEPTEMBER 12, 2012

Chairman Accorsi called the meeting to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building.

Present: Members – Accorsi, Gotch, Katz, Welch

Alternate – Brosseau, Clauson

**JEFF BARRON – PRIDE SIGNS – 7:00 P.M.**

To hear comments on the application of Jeff Barron - Pride Signs for a variance of Art X, Sec C.6.e to erect 13 awning signs at Applebee's Neighborhood Bar & Grill, in addition to the 2 authorized building identity signs, at 93 Storrs Rd.

Jeremy Waycott from Arnco Sign Company spoke on behalf of applicant. In an attempt to bring back old customers, Applebee's is remodeling, making the restaurant more community oriented. The current window awnings are old and hard to clean. The new proposed awnings are made of metal and are maintenance free with LED lighting on them. The applicant is willing to remove the 2 existing signs on the Rte. 195 side and put one sign on the building tower in addition to the 13 proposed awning signs.

Neighborhood Opinion Sheets were received showing no objections and certified mail receipts were submitted.

It was decided to continue this hearing until October 10, 2012 in order for applicant to find out the total square footage of the proposed signs and the amount of variance needed. Also, the applicant will verify that all abutters were notified.

**RESIGNATIONS**

Resignations were received for ZBA members Carol Pellegrine and Lyle Scruggs.

**ELECTION OF SECRETARY**

Accorsi nominated Brosseau for secretary, seconded by Katz. All in favor.

APPROVAL OF MINUTES FROM JUNE 13, 2012

Katz moved to approve the minutes of June 13, 2012 as presented, seconded by Welch. All in favor.

MARJA PREWITT – 7:30 P.M.

Clauson acted as a voting member of the Board for this hearing.

To hear comments on the application of Marja Prewitt for a variance of Art VIII, Sec A to construct a covered porch on the front of their residence that would be 35' from the front property line where 40' is required, at 4 Pine Ridge Ln.

David Parks, husband of Marja Prewitt, said their main concern is to divert excess water from the main entrance to their home and away from their front walkway. Their hardship is that the house was built 40' from their front property line due to the steep grading of the back property. The house was not designed properly to handle water drainage which pools and turns to ice in the winter, creating a dangerous situation for Mr. Parks' elderly mother-in-law who resides with them. The porch would create a sitting area which would be useful since they don't have much of a backyard. It would give privacy to their front facing bathroom window and improve the appearance of the house.

Neighborhood Opinion Sheets were received showing no objections and certified mail receipts were submitted.

BUSINESS MEETING

Welch moved to approve the application of Marja Prewitt for a variance of Art VIII, Sec A to construct a covered porch on the front of their residence that would be 35' from the front property line where 40' is required, at 4 Pine Ridge Ln, as shown on submitted plan.

In favor of approving application: Accorsi, Clauson, Gotch, Katz, Welch

Reasons for voting in favor of application:

- Topography
- Will enhance appearance

Application was approved.

ADJOURNMENT

Meeting was adjourned at 7:45 p.m.

Respectfully Submitted,

Richard Brosseau, Secretary

**TOWN OF MANSFIELD  
PERSONNEL COMMITTEE**

**Thursday, September 13, 2012  
Conference Room C, Audrey Beck Municipal Building  
Minutes**

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

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

**1. APPROVAL OF MINUTES**

The meeting minutes of 8/20/12 were tabled to a future meeting.

**2. EXECUTIVE SESSION**

Shapiro made the motion seconded by Keane to enter into executive session; motion passed unanimously. All members present entered into executive session at 6:05 p.m.

Members left executive session at 7:39 p.m. Keane made the motion seconded by Shapiro to adjourn; motion passed. Meeting adjourned at 7:40 p.m.

Respectfully Submitted,  
Antonia (Toni) Moran,  
Chair, Personnel Committee



COMMITTEE ON COMMITTEES  
July 13, 2012  
Room B

1. CALL TO ORDER

The meeting was called to order by Peter Kochenburger, Chair of the Committee

Present: Peter Kochenburger, Chris Paulhus, Paul Shapiro

2. OPPORTUNITY FOR PUBLIC COMMENTS

No members of the public were in attendance

3. APPROVAL OF THE MINUTES

Mr. Shapiro moved and Mr. Paulhus seconded to approve the minutes of the June 8, 2012 meeting as presented. Motion passed unanimously.

4. COMMITTEE VACANCIES/APPLICATIONS

The Town Clerk will contact Luann Saunders-Kanabay to see if she would be able to attend meetings during the work day hours.

Mr. Shapiro moved and Mr. Paulhus seconded to recommend the appointment of Gregory Robert Samuels as an alternate on the Historic District Commission for a term ending January 1, 2014.

Motion passed unanimously.

Mr. Shapiro moved and Mr. Paulhus seconded to recommend the reappointment of John DeWolf to the Board of Ethics for a term ending June 30, 2015. Motion passed unanimously.

Mr. Paulhus moved and Mr. Shapiro seconded to reappoint Mayor Elizabeth Paterson to the Board of Directors for the Eastern Highlands Health District for a term ending June 5, 2015.

Mr. Kochenburger will contact Jeanne and Mark Mogayzel regarding their interest in serving on the Cemetery Committee.

6. ADJOURNMENT

Members agreed to cancel the August meeting of the Committee on Committees.

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 8:47 a.m. Motion passed unanimously.

Mary Stanton, Mansfield Town Clerk

## Committee on Committees

---

October 12, 2012

The Committee unanimously expressed support for the Town Manager's recommendations to the Economic Development Commission. The appointments of the Manager will include Ronald Beebe, Patricia Bresnahan, Dirk Fecho, Kathy Dorgan, Steve Ferrigno, Martin Hirschorn, Kazem Kazerounian, John McGuire and George Thompson.

At the October 12<sup>th</sup> meeting of the Committee on Committees the following recommendations were approved:

Mark Mozayel to the Cemetery Committee for a term ending July 1, 2013.

Susan Harrington to the Parks Advisory Committee for a term ending August 1, 2013.

Alfred Montoya to the Parks Advisory Committee for a term ending August 1, 2015.

Ethan Avery as an alternate to the Parks Advisory Committee for a term ending August 1, 2013.

Dan Vitullo as an alternate to the Parks Advisory Committee for a term ending August 1, 2013.

Anne Bladen, Susan Daley and Gloria Bent to the Mansfield Advocates for Children for terms ending June 30, 2015.

Jane Goldman to the Mansfield Advocates for Children for a term ending June 30, 2013.

Lisa Young to the Mansfield Advocates for Children for a term ending June 30, 2014.

William Waite and Terry Cook to the Mansfield Advocates for Children for terms ending June 30, 2015.

**TOWN OF MANSFIELD  
PERSONNEL COMMITTEE**

**Monday, August 20, 2012  
Conference Room B, Audrey Beck Municipal Building  
Minutes**

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

Other Council Members Present: David Freudmann, Bill Ryan

Staff Present: Maria Capriola, Assistant Town Manager, Matt Hart, Town Manager

The meeting was called to order at 6:04 p.m.

**1. PUBLIC COMMENT**

Ric Hossack, Middle Turnpike Road. Mr. Hossack spoke in regards to the Council Rules of Procedure; he would like to see Council members raise their hands while voting.

Betty Wassmundt, Old Turnpike Road. Ms. Wassmundt spoke in regards to her opposition of the Town providing a defined benefit pension program to its employees.

**2. APPROVAL OF MINUTES**

The meeting minutes of 7/16/12 were moved as presented by Shapiro and seconded by Keane. The minutes were unanimously approved as presented.

**3. PENSION/RETIREMENT BENEFITS**

Guest speakers Steve May and Steve Lemanski with Milliman presented information on defined benefit (db) and defined contribution (dc) pension plans. Topics covered included: basics of db and dc plans; common myths and misperceptions; trends and examples of db and dc arrangements. Keane made the motion, seconded by Shapiro to, "discuss policy change from a db plan to a dc plan at the next Council meeting." Keane voted in favor, Shapiro and Moran opposed. Motion failed. The Committee agreed to discuss goals, objectives, and future steps at their next meeting.

**4. ETHICS CODE & POLICY (Town and BOE)**

Moran provided an update on her meeting with the Board of Education regarding the Town's Ethics Code and the Board's Ethics policy. By consensus the Committee agreed not to hold additional meetings with Board staff and officials until the Committee further discusses the topic in the fall.

**5. COMMUNICATIONS**

No action or discussion occurred.

**6. EXECUTIVE SESSION - TOWN MANAGER PERFORMANCE REVIEW**

# Commission on Aging

## Minutes of the January 9, 2012 Meeting

### PRESENT

Members: Laurie McMorrow (2014), Don Nolan (2014), Joan Terry, (2014)  
Community Representatives: Emile Porier, Jan Scottron  
Staff: Cindy Dainton, Kevin Grunwald, Barbara Lavoie

REGRETS: Will Bigl (2012), April Holinko (2014), Bev Korba (2014),  
Carol Pellegrine (2012), Joan Quarto (2012)

ABSENT: Sam Gordon

Due to a lack of a quorum, this was an informal meeting. No business was done.

K. Grunwald pointed out that the Commission members had received copies of the Mansfield Strategic Plan as it relates to senior services. We are asked to review this material and be prepared to discuss it at the next meeting.

A Mansfield representative to the McSweeney Regional Senior Center board, Carol Fineout, came to our meeting to update us on the state of that Center. She told us they will remain open and are hopeful that the Town of Windham will assume responsibility for the Center in the near future. Carol agreed to keep us updated on the changes at McSweeney.

K. Grunwald told us that it is time to review agency requests for the coming year. He asked for volunteers to review them and make recommendations to the Commission at our next meeting. J. Terry volunteered to review TVCCA's request and other volunteers will be recruited via email.

B. Lavoie distributed copies of the newly updated booklet At Your Fingertips. The booklet will be printed in-house and distributed as soon as possible.

The fact that no medical practice in Mansfield is currently accepting new medicare patients was announced by B. Lavoie. This is due to the changes in medicare payments received by the practices.

Respectfully submitted,  
Joan Terry, Secretary

**\*\*\*PLEASE NOTE\*\*\***

**The next meeting of the Commission of Aging will be  
February 13<sup>th</sup> at 9:30 a.m.  
in the Library (2<sup>nd</sup> floor) at Juniper Hill**

**Proposed Goals for the  
Commission on Aging, 2011-2012**

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

4. Continue to advocate for the installation of a bus shelter at the Route 275/Community Center bus stop.

# Commission on Aging

## Minutes of the February 13, 2012 Meeting

MEMBERS PRESENT: Will Bigl (2012), Sam Gordon (20??), April Holinko (2014), Bev Korba (2014), Laurie McMorrow (2014), Joan Quarto (2012), Joan Terry, (2014)

COMMUNITY REPRESENTATIVES: Jan Scottron (Glen Ridge)

STAFF: Cindy Dainton, Kevin Grunwald, Barbara Lavoie

REGRETS: Carol Pellegrine (2012), Emil Poirier

ABSENT: Don Nolan (2014)

Minutes: The minutes of the December meeting were approved and the notes of January were acknowledged.

Correspondence – Chairman April Holinko read an invitation from the League of Women Voters asking the Commission on Aging to present a program at their April meeting to be held on the 12<sup>th</sup> or the 26<sup>th</sup>. We agreed that the 26<sup>th</sup> would be the most appropriate date and April will contact the League with our reply. Their interest is in the Commission's actions regarding the Mansfield Strategic Plan.

McSweeney Center - A recent report in the Willimantic Chronicle indicated that the responsibility for the McSweeney Senior Center will be assumed by the Town of Windham. McSweeney did not apply for funds from Mansfield this year.

Budget Requests – Will Bigl will review the request from Community Companions and Homemaking Services and Bev Korba will review the one from Windham Region Transit District. Joan Terry had agreed to review Meals on Wheels at the previous meeting.

Mansfield Strategic Plan – In reply to a question, K. Grunwald told the group that the Plan has been used more as a source of suggestions than as a list of commitments. A list of the seven action items is attached for the review of the Commission members and it will be discussed at the March meeting.

Barbara Lavoie – No local medical practices are currently accepting new Medicare patients. Barbara is hoping to have Judith Stein, director of the Medicare Advocacy Group, come to speak in the near future and she asked that we help attract a large audience for the presentation. Barbara told us that one of her goals is to develop and distribute improved information regarding emergency preparation.

Triad – Will reported that Triad will be doing an identity theft program soon at the First Baptist Church. His group is also working on an emergency preparation pamphlet.

Assisted Living – Kevin reported that a new developer has expressed an interest in building an assisted living facility in the area. He has arranged a meeting for the developer with the Town Manager and Town Planner.

Glen Ridge – Jan Scottron mentioned that several units are for sale at Glen Ridge.

The meeting was adjourned at 10:55 a.m.

Respectfully submitted,  
Joan Terry, secretary

## Mansfield 202 Strategic Plan

### **Senior Services Action Items**

1. Encourage the Town Council to build a new Senior Center to meet the need for additional meeting space and parking.
2. Establish a Board of Senior Citizens to oversee and coordinate senior affairs, i.e. Assisted Living
3. Maintain a listing of agencies that provide home care and health services to seniors who choose to remain in their homes
4. Improve local transportation system to benefit all levels of our population.
5. Provide local tax relief for residents who are 70 years and older.
6. Encourage area businesses to provide part- or full-time employment opportunities for seniors.
7. Explore possibility of hosting Senior Summer Olympics in conjunction with UConn.

*You will notice I have reworded the action items in an effort to make them more easily understood. If you feel I have misinterpreted their original intent, please let me know. Thanks, Joan Terry*

# Commission on Aging

## Minutes of the March 12, 2012 Meeting

MEMBERS PRESENT: Will Bigl (2012), April Holinko (2014), Bev Korba (2014), Don Nolan (2014), Carol Pellegrine (2012), Joan Quarto (2012), Joan Terry, (2014)

COMMUNITY REPRESENTATIVES: Marilyn Gerling (Sr. Ctr. Assn.), Emil Poirier (Jensen's), Jan Scottron (Glen Ridge), Martina Wharton (Juniper Hill)

STAFF: Kevin Grunwald

REGRETS: Laurie McMorrow (2014)

ABSENT: Sam Gordon (2012)

Minutes: The minutes of the February meeting were approved with one correction. Don Nolan should be listed as Regret not Absent.

Correspondence – There was no correspondence.

Wellness Center – Kevin announced that Barbara Lavoie has arranged to have Rep. Joe Courtney come to speak at the Senior Center on Thursday, May 3<sup>rd</sup> regarding medicare. Hopefully a representative from the Medicare Advocacy office will be available as well. We are all urged to invite folks to attend.

Senior Center – Kevin circulated copies of Cindy Dainton's February report. He also told us that the sign for the Senior Center has been ordered and that the Senior Center Association has agreed to pay for half of its cost.

Agency Funding Requests – Three requests were reviewed. Motions were made to recommend funding the Windham Region Transit District, the Community Companion and Homemaking Services and Meals on Wheels at their requested levels. Each motion passed.

Meeting with League of Women Voters – We have been asked to attend the LWV meeting on April 26<sup>th</sup> at noon in the Council Chambers. The group is interested in hearing about the work of the Commission. Hopefully many of our members will be able to attend to support April and to help answer questions from League members. Bring a sandwich, dessert and drinks provided.

Mansfield Strategic Plan – The items in the Plan were discussed and we agreed the most important one is the need for a larger Senior Center facility. Will suggested that we keep this need before the Town Council while they are working through the issue of school improvements. Joan Quarto, Will and Marilyn will work on a letter to send to the Council and will bring it to our next meeting for approval.

Triad – Will reported that Triad will do an identity theft program at the First Baptist Church on April 3<sup>rd</sup> at 12:45 pm.

The meeting was adjourned at 10:45 a.m.

Respectfully submitted,  
Joan Terry, secretary

## Mansfield 202 Strategic Plan

### **Senior Services Action Items**

1. Encourage the Town Council to build a new Senior Center to meet the need for additional meeting space and parking.
2. Establish a Board of Senior Citizens to oversee and coordinate senior affairs, i.e. Assisted Living
3. Maintain a listing of agencies that provide home care and health services to seniors who choose to remain in their homes
4. Improve local transportation system to benefit all levels of our population.
5. Provide local tax relief for residents who are 70 years and older.
6. Encourage area businesses to provide part- or full-time employment opportunities for seniors.
7. Explore possibility of hosting Senior Summer Olympics in conjunction with UConn.

Proposed Goals for the  
Commission on Aging, 2011-2012

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

# Commission on Aging

## Minutes of the April 9, 2012 Meeting

MEMBERS PRESENT: Will Bigl (2012), April Holinko (2014), Bev Korba (2014), Laurie McMorrow (2014), Don Nolan (2014), Carol Pellegrine (2012), Joan Quarto (2012), Joan Terry, (2014)

COMMUNITY REPRESENTATIVES: Marilyn Gerling (Sr. Ctr. Assn.), Emil Poirier (Jensen's), Martina Wharton (Juniper Hill)

STAFF: Cindy Dainton (St. Ctr. Coord.), Barbara Lavoie (Sr. Social Worker), Kevin Grunwald (Dir. Of Human Services)

ABSENT: Sam Gordon (2012)

Minutes: The minutes of the March meeting were approved.

Correspondence – There was no correspondence.

New Business - Kevin introduced Stephen LeGault who is head of Paradigm Health, a company that is interested in constructing a senior living facility in Mansfield. Mr. LeGault explained the type of facility he would hope to build and answered many questions. His proposal is to build a facility that would provide mainly apartments to be leased by those who are independent and he would include units to provide assisted living and a few skilled nursing units. The services would be all inclusive.

Wellness Center – Kevin announced that Barbara Lavoie has arranged to have Rep. Joe Courtney come to speak at the Senior Center on Thursday, May 3 at 1:00 regarding The Future of Medicare. A representative from the Medicare Advocacy office will be available as well. We are all urged to invite folks to attend.

Senior Center – Kevin circulated copies of Cindy Dainton's March report.

Senior Center Association – Marilyn mentioned several events that are on the April calendar at the Senior Center.

Community Information – Martina reported that over 60 Juniper Hill residents attended a meeting held by two members of the Mansfield Fire Company regarding emergency preparations.

Meeting with League of Women Voters – We have been asked to attend the LWV meeting on April 26<sup>th</sup> at noon in the Council Chambers. The League is interested in hearing about the work of the Commission. Hopefully many of our members will attend and help answer questions from League members. Bring a sandwich, dessert and drinks provided.

Triad – Will said the session on identity theft held at the First Baptist Church was very successful. He also mentioned a recent case where a Mansfield resident lost thousands of dollars in a scam. This resident will speak about her experience at the Senior Center this Thursday, the 12<sup>th</sup>.

Will also reported that the AARP volunteers have had a good turnout of folks asking for help with their income tax returns.

A letter pointing out to the Town Council the need for more space for the Senior Center was drafted by Marilyn, Will and Joan Quarto. The Commission members made several suggestions regarding its contents. Once revised, April will present the letter to the Council.

Respectfully submitted,  
Joan Terry, secretary

## Mansfield 202 Strategic Plan

### **Senior Services Action Items**

1. Encourage the Town Council to build a new Senior Center to meet the need for additional meeting space and parking.
2. Establish a Board of Senior Citizens to oversee and coordinate senior affairs, i.e. Assisted Living
3. Maintain a listing of agencies that provide home care and health services to seniors who choose to remain in their homes
4. Improve local transportation system to benefit all levels of our population.
5. Provide local tax relief for residents who are 70 years and older.
6. Encourage area businesses to provide part- or full-time employment opportunities for seniors.
7. Explore possibility of hosting Senior Summer Olympics in conjunction with UConn.

Proposed Goals for the  
Commission on Aging, 2011-2012

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

# Commission on Aging

## Minutes of the May 14, 2012 Meeting

MEMBERS PRESENT: Sam Gordon (2014), April Holinko (2014), Bev Korba (2014), Laurie McMorrow (2014), Joan Quarto (2012), Joan Terry, (2014)

COMMUNITY REPRESENTATIVES: Marilyn Gerling (Sr. Ctr. Assn.), Emil Poirier (Jensen's), Martina Wharton (Juniper Hill), Jan Scottron (Glen Ridge)

STAFF: Cindy Dainton (St. Ctr. Coord.), Barbara Winslow (Sr. Social Worker), Kevin Grunwald (Dir. Of Human Services)

REGRETS: Will Bigl (2012), Carol Pellegrine (2012)

ABSENT: Don Nolan (2014)

Minutes: The minutes of the April meeting were approved as written.

Correspondence – April reported that she received a letter from the League of Women Voters thanking her for speaking at their recent meeting.

Wellness Center – Kevin said the meeting at the Senior Center with Rep. Joe Courtney and a representative from the Medicare Advocacy office regarding the future of Medicare was well attended. Barbara Winslow told us she is joining a group that meets at Generations in hopes that this will lead to a closer connection with that agency. She also reported that she is setting up meetings at various senior living communities to discuss emergency preparedness.

Senior Center – Cindy passed out copies of her April report plus the current issue of the Sparks newsletter. Triad has arranged meetings at Juniper Hill and Glen Ridge regarding internet scams. Cindy said that TVCCA is no longer willing to provide meals for large groups and so caterers are being used on the third Wednesdays since the groups are consistently over 40. There will be an increase in the price of that lunch, hopefully not over \$10.

Senior Center Association – Marilyn encouraged us to attend the bazaar at the Senior Center this coming Saturday. She also told us that she plans to resign as president of the Senior Center Association effective June 20. The new sign at the Center has been installed.

Community Information – Emil said that Jensen's will dedicate their new pool on May 23. Martina reported that 8 Juniper Hill residents attended the Joe Courtney speech and several joined the Senior Center while there. Jan Scottron said she is ready to step down as the Glen Ridge representative after serving many years. Kevin reported that Paradigm Health is looking for investors for a senior living facility and they have identified a site that has water.

New Business - Three of our members have terms that end in 2012: Carol Pellegrine, Will Bigl, and Joan Quarto. Will is willing to be reappointed and suggestions for two other members are welcome. Anyone interested in serving can apply via the internet on the Town of Mansfield site. Also, we consider officers for the coming year at our June meeting.

Strategic Plan – April read a letter that the Commission plans to send to the Town Council regarding the need for additional senior center space. With minor changes, the letter was approved and Joan Quarto made a motion to send it to the Town Council. The motion was seconded by Jan Scottron and passed. Another of our goals is to lobby for a bus shelter on S. Eagleville Road near the community center. Kevin will check on the status of this matter.

Meeting with League of Women Voters – A speaker from the Permanent Commission on the Status of Women was recommended by Gloria Bent, chair of the meeting when April spoke. April will follow up to see if someone would come to talk to us about their study on Cost to Seniors to Age in Place.

Respectfully submitted,  
Joan Terry, secretary

**Next Meeting – June 11**

## Mansfield 202 Strategic Plan

### **Senior Services Action Items**

1. Encourage the Town Council to build a new Senior Center to meet the need for additional meeting space and parking.
2. Establish a Board of Senior Citizens to oversee and coordinate senior affairs, i.e. Assisted Living
3. Maintain a listing of agencies that provide home care and health services to seniors who choose to remain in their homes
4. Improve local transportation system to benefit all levels of our population.
5. Provide local tax relief for residents who are 70 years and older.
6. Encourage area businesses to provide part- or full-time employment opportunities for seniors.
7. Explore possibility of hosting Senior Summer Olympics in conjunction with UConn.

Proposed Goals for the  
Commission on Aging, 2011-2012

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

# Commission on Aging

## Minutes of the June 11, 2012 Meeting

These minutes will not be official until approved at the next COA meeting.

MEMBERS PRESENT: Will Bigl (2012), Sam Gordon (2014), April Holinko (2014), Bev Korba (2014), Laurie McMorrow (2014), Don Nolan (2014), Joan Terry, (2014)

COMMUNITY REPRESENTATIVES: Marilyn Gerling (Sr. Ctr. Assn.), Emil Poirier (Jensen's), Martina Wharton (Juniper Hill)

STAFF: Barbara Winslow (Sr. Social Worker), Kevin Grunwald (Dir. of Human Services)

REGRETS: Carol Pellegrine (2012), Joan Quarto (2012)

GUESTS: Rita Braswell, Lyda Bilokur, David Ferraro

Minutes: The minutes of the May meeting were approved with the correction that Don Nolan had regretted. It was suggested that members call April directly when unable to attend a meeting.

Correspondence – April distributed an invitation to a farewell reception for Carol Pellegrine, former COA chair, and several others.

Wellness Center – Barbara Winslow reported that she is setting up meetings with various groups to discuss emergency preparedness. She is looking into the possibility that Mansfield may become a Food Share site.

Senior Center – There were 25 people at the Chinese supper and about 10 additional folks came later to enjoy the Chinese dance troupe. We are all encouraged to attend future Thursday evening events this summer.

Senior Center Association – Marilyn Gerling said the annual banquet will be held in-house this year. She also told us she is resigning as of June 30. Rita Braswell has agreed to serve as the new president and Jean Ann Kenney the new vice president following their official election later this month.

Assisted Living – Kevin Grunwald said Masonicare representatives have met with the governor regarding the need for water in the area where they would like to build. Kevin also reported that Stephen LeGault has identified property in southern Mansfield that would be an appropriate building site for an independent living facility and is looking for financial backing.

Community Information – Juniper Hill will have a speaker regarding scams on June 13<sup>th</sup>. Jensen's has opened its new pool and will have a Fathers' Day breakfast on the 17<sup>th</sup>. Glen Ridge will welcome Barbara Winslow to speak on emergency preparedness on July 11<sup>th</sup>.

New Business - April welcomed Deb Migneault, Community Liaison for the Connecticut Commission on Aging. This office is a source of information on services and supports for the elderly. One of her areas of expertise is aging in place. A task force to study this issue was called for in the last legislative session. Deb encouraged anyone interested in serving on the task force to contact his/her legislator(s). Deb can be reached at [cga.ct.gov/coa](http://cga.ct.gov/coa)

COA Officers – The following officers were duly nominated and elected: April Holinko, chair; Will Bigl, vice chair; Joan Terry, secretary.

Old Business – April read a letter she had written to the Chronicle correcting an article which appeared recently in which she was misquoted.

Memo to Transportation Committee – A memo asking for a bus shelter at the Community Center was drafted by Kevin and approved with one change. April will send the memo on to the Committee.

Triad – The committee continues to sponsor meetings where Joan Buck speaks about her experience with telephone scammers.

Will asked for volunteers to work with him on a sub-committee that will keep the Council aware of the need for additional senior center space. Marilyn Gerling and Sam Gordon offered to work on the committee.

Respectfully submitted,  
Joan Terry, secretary

## Mansfield 202 Strategic Plan

### **Senior Services Action Items**

1. Encourage the Town Council to build a new Senior Center to meet the need for additional meeting space and parking.
2. Establish a Board of Senior Citizens to oversee and coordinate senior affairs, i.e. Assisted Living
3. Maintain a listing of agencies that provide home care and health services to seniors who choose to remain in their homes
4. Improve local transportation system to benefit all levels of our population.
5. Provide local tax relief for residents who are 70 years and older.
6. Encourage area businesses to provide part- or full-time employment opportunities for seniors.
7. Explore possibility of hosting Senior Summer Olympics in conjunction with UConn.

### **Proposed Goals for the Commission on Aging, 2011-2012**

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

# Commission on Aging

## Minutes of the September 10, 2012 Meeting

These minutes will not be official until approved at the next COA meeting.

MEMBERS PRESENT: Sam Gordon (2014), April Holinko (2014), Laurie McMorrow (2014), Don Nolan (2014), Joan Terry, (2014)

COMMUNITY REPRESENTATIVES: Marilyn Gerling (Glen Ridge), Emil Poirier (Jensen's)

STAFF: Barbara Winslow (Sr. Social Worker), Kevin Grunwald (Dir. of Human Services)

REGRETS: Will Bigl (2012), Bev Korba (2014), Martina Wharton (Juniper Hill)

GUEST: Lyda Bilokur

Minutes: The minutes of the June 11, 2012 meeting were approved as written.

Correspondence – April read the letter that she wrote to the Transportation Committee regarding the need for a bus stop at the Community Center.

Wellness Center – Barbara Winslow reported that she met with residents of Juniper Hill and Glen Ridge to give advice on how to prepare for emergencies. Attendance at both events was excellent. She plans to have a handout available at the Senior Center suggesting preparations that are needed to survive an emergency. Lastly, she told us she has resigned her position with the town and will be leaving in another week to accept a full-time position in West Hartford with Hebrew Health Care.

The Food Share program will begin here in Mansfield soon. A practice session is planned for September 20<sup>th</sup>. The truck will park in the Wrights Way lot and UConn Community Outreach will provide volunteers to work. The truck will be in Mansfield every other Thursday. Although the program is intended for lower income residents no one is excluded from receiving food.

Senior Center – Today marks the first day of Senior Center Week and Cindy was unable to attend our meeting as she was very busy with the special

events at the Center. Kevin urged us to attend as many events at the Center as possible to understand all that is offered to our residents.

Assisted Living – Kevin said Masonicare representatives will update the Town Council on their project at the second meeting in September.

Community Information – Juniper Hill has had a lot of turnover this summer and Laurie mentioned that most new residents are over 90. Emile reported that Jensen's new pool was very popular this summer and they plan a giant tag sale this coming Saturday. Marilyn said Glen Ridge stays active and is enjoying its new patio.

New Business - Kevin distributed copies of last year's annual town report and asked for suggestions for a current report. He will type up the suggestions and distribute it to Commission members via email as the report is needed very soon in order to be included in the 2011-2012 report.

Old Business – The Strategic Plan was discussed briefly and it was agreed that we would continue to keep many of the action items as goals for our Commission.

Kevin reported that he had received a reply from Lon Hultgren who is the chair of the town's Transportation Committee regarding our memo asking for a meeting to discuss transportation issues along with several other town committees who consider the issue a priority. Lon hopes to schedule a meeting of the committee in October and we will be invited to attend.

Opportunity for the Public to Address the Commission – Lyda Bilokur questioned the wording of our goals. She felt they are lofty but largely beyond reach. Several Commission members replied.

Respectfully submitted,  
Joan Terry, secretary

## **Proposed Goals for the Commission on Aging, 2011-2012**

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

### Mansfield 2020 Strategic Plan

#### **Senior Services Action Items**

1. Encourage the Town Council to build a new Senior Center to meet the need for additional meeting space and parking.
2. Establish a Board of Senior Citizens to oversee and coordinate senior affairs, i.e. Assisted Living
3. Maintain a listing of agencies that provide home care and health services to seniors who choose to remain in their homes
4. Improve local transportation system to benefit all levels of our population.
5. Provide local tax relief for residents who are 70 years and older.
6. Encourage area businesses to provide part- or full-time employment opportunities for seniors.
7. Explore possibility of hosting Senior Summer Olympics in conjunction with UConn.

To: Town Council/Planning & Zoning Commission  
 From: Curt Hirsch, Zoning Agent  
 Date: October 11, 2012



Re: *Monthly Report of Zoning Enforcement Activity*  
*For the month of September, 2012*

Activity	This month	Last month	Same month last year	This fiscal year to date.	Last fiscal year to date
Zoning Permits issued	8	14	16	35	37
Certificates of Compliance issued	6	13	10	26	34
Site inspections	40	32	23	100	97
Complaints received from the Public	10	3	3	18	5
Complaints requiring inspection	7	2	2	13	4
Potential/Actual violations found	6	1	1	10	2
Enforcement letters	14	6	7	33	19
Notices to issue ZBA forms	1	1	2	3	4
Notices of Zoning Violations issued	1	1	2	3	4
Zoning Citations issued	0	0	2	5	6

Zoning permits issued this month for single family homes = 0, 2-fm = 0, multi-fm = 0  
 2012/2013 fiscal year total: s-fm = 0, 2-fm = 0, multi-fm = 0

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Mary L. Stanton

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**From:** MBOE Supt  
**Sent:** Tuesday, October 09, 2012 4:40 PM  
**To:** Mary L. Stanton; Matthew W. Hart; Elizabeth Paterson (home)  
**Subject:** FW: Southeast School

Hi,  
I just received this addressed to MBOE Supt. I'm here for a little bit longer so if I receive anything else, I'll forward it on.  
Celeste

-----Original Message-----

**From:** Frank Jamie [<mailto:franknjamie@hotmail.com>]  
**Sent:** Tuesday, October 09, 2012 4:37 PM  
**To:** MBOE Supt  
**Subject:** Southeast School

Hello,

My name is Jamie Brown and I currently have 3 kids in the Mansfield School system. I am writing this in hopes that someone can read it tonight at the meeting. I cannot say enough about Southeast as a whole. My oldest daughter is now in 6th grade, but my younger 2 children are at the beginning years at Southeast. My son who is now in Kindergarten has already spent almost 2 years with Mrs. Harakaly and has come a very long way. He still has a way to go and he is in the best of hands with his new teacher this year. My husband and I are amazed at the attention and support the school has given us when it comes to our children succeeding. My youngest daughter now is Mrs. Harakalys room as well. When I moved here to Mansfield and I saw how awesome Southeast is, my husband and I swore we would never move while our kids were in school. A few years ago we almost bought a house in Storrs, but we ended up not moving because we did not want to switch schools. There is NO reason why this school should be shut down! My goal was to have all my children graduate the 4th grade at Southeast. I sincerely hope you take my plea into consideration before you make a huge mistake for the present Southeast families as well as the future Southeast families.

Thank You,

Jamie Brown

Sent from my iPhone

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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

October 2, 2012

Christine M. Lee  
64 Maple Ave  
Willimantic, CT 06266

**Re: Appointment to Mansfield Youth Services Advisory Board**

Dear Ms. Lee:

This letter is to confirm your appointment to the Mansfield Youth Services Advisory Board for a term to expire on September 30, 2015.

I trust that you will find the work of the Committee to be rewarding, and I greatly appreciate your willingness to serve our community.

Please do not hesitate to contact me with any questions regarding your appointment.

Sincerely,

Matthew W. Hart  
Town Manager

Cc: Town Council  
Mary Stanton, Town Clerk

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Legal Notice:

On October 10, 2012, the Mansfield Zoning board of Appeals took the following action:

Denied the application of Jeff Barron - Pride Signs for a variance of Art X, Sec C.6.e to erect 13 awning signs at Applebee's Neighborhood Bar & Grill, in addition to the 1 authorized building identity sign, at 93 Storrs Rd.

Additional information is available in the Town Clerk's Office.

Dated October 11, 2012

*Sarah Accorsi*  
*Chairman*

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## Connecticut Council of Small Towns

1245 Farmington Avenue, 101 • West Hartford, Connecticut 06107  
 Phone (860) 676-0770 • Fax: (860) 676-2662 • E-Mail: info@ctcost.org

September 24, 2012

Matthew Hart, Town Manager  
 Town of Mansfield  
 4 South Eagleville Road  
 Mansfield, CT 06268

Dear Matt:

On behalf of the Board of Directors of the Connecticut Council of Small Towns, it is my great pleasure to announce the appointment of Elizabeth (Betsy) Gara to succeed Bart Russell, who is retiring as our Executive Director on September 30th after 18 years.

The COST Executive Committee worked with Bart over the summer on a thorough transition process to ensure the appointment of an individual to COST's top position who would be able to continue, and strengthen, our effectiveness as a strong voice for your town - and towns statewide - at the Capitol. After a great deal of deliberation, the Board of Directors voted unanimously to select Betsy Gara to serve as COST's new Executive Director. Her appointment is effective October 1.

Betsy has served with distinction for more than six years as COST's Public Policy Director. She has been able to build strong relationships with decision-makers in Hartford, and is highly regarded by legislative leaders, rank and file members of the Connecticut General Assembly and professional staff throughout state government. She has extensive experience in organizational management, legislative and regulatory policy analysis and advocacy, media relations and membership services. A lawyer by training, Betsy is a resident of the COST-member town of Durham, where she represents the town's interests on a regional school board.

We are delighted to have Betsy at the helm and will work with her - as we have with Bart - to continue COST's great tradition of grassroots advocacy on behalf of Connecticut's smaller towns and cities.

Sincerely,

Barbara Henry  
 First Selectman, Town of Roxbury  
 President, Connecticut Council of Small Towns

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CCM'S  
**ELECTION 2012 CAMPAIGN**  
 Connecticut Conference of Municipalities      The Voice of Local Government

September 24, 2012

To: CCM-Member Mayors, First Selectmen, Town/City Managers  
 From: Jim Finley, Executive Director & CEO  
 Ron Thomas, Director of Public Policy and Advocacy  
 CC: Council Chairs, Board of Finance Chairs  
 Re: CCM's *Candidate Bulletins*, the Election, and You

We need your help.

Enclosed is the first in a series of *Candidate Bulletins* CCM has sent to all candidates for state and federal office in Connecticut. These *Candidate Bulletins* are an important element of CCM's "Election 2012 Campaign."

This series of bulletins will discuss a wide range of public policy issues of concern to towns and cities. CCM is sending these bulletins to candidates, the CCM membership, the media, and others throughout the election campaign.

The bulletins are intended to assist candidates -- incumbents and challengers alike -- in developing public policy positions favorable to the interests of towns and cities.

*In order for CCM's Candidate Bulletins to have maximum impact, municipal officials need to echo the bulletins' themes back home.*

CCM suggests the following ways for you to *underscore the message of these Candidate Bulletins*:

1. **Schedule a meeting or meetings with the various candidates.** (Consider involving your local legislative body if you can achieve consensus positions on issues.) Take this opportunity to educate the candidates on the intergovernmental issues critical to your municipality, seek their *positions* on these issues -- *don't let them waffle!*
  - *Also enclosed is a list of questions for candidates for state office* -- please use them as a guide.
2. **Use the print and electronic media in your area to get the municipal message out,** to inform the general public and specialized audiences such as business and service groups:
3. **Develop a process now to maximize the accountability of your state (and federal) legislative delegation to your community.** This process should involve face-to-face meetings at least twice a year. Ask the state (and federal) legislative candidates seeking to represent your municipality to agree to participate in this process if elected.
4. **Create and exploit opportunities to highlight the important relationship between state (and federal) legislative actions and their impacts on your municipality's tax rate and ability to deliver needed services.**
5. Periodically view CCM's 2012 Election Campaign web page, which can be found at [www.ccm-ct.org](http://www.ccm-ct.org). The page contains information on the state-local and federal-local relationships, listing of candidates for state and federal office, information on debate sites and elections-related news.

If you have any questions on these *Candidate Bulletins*, or need additional information on state-local issues, please contact Jim Finley ([jfinley@ccm-ct.org](mailto:jfinley@ccm-ct.org)) or Ron Thomas ([rthomas@ccm-ct.org](mailto:rthomas@ccm-ct.org)) at (203) 498-3000.

Enclosures (2)

900 Chapel St., 9th Floor  
 New Haven, CT 06510  
 (203)498-3000 [www.ccm-ct.org](http://www.ccm-ct.org)



CCM's

ELECTION

2012

CAMPAIGN

Connecticut Conference of Municipalities

The Voice of Local Government

## Questions For Candidates

CCM encourages you to meet with candidates for state offices and ask them for commitments on specific issues of interest to your community. Some sample questions are listed below.

### 1.) Municipal Aid

While the recently adopted budget increased municipal aid for this year, funding has been trending downward in real dollar terms. This has put increased pressure on the property tax. What would you do to help boost education and non-education aid to towns and cities?

### 2.) Property Tax Relief

Connecticut is one of the most property tax dependent states in the nation to fund public services, particularly education. What would you do to change that?

### 3.) Relief From Education Costs

Education costs are the biggest part of every municipality's budget – over 70% in some towns. Special education costs in particular are skyrocketing. The minimum budget requirement (MBR) mandate forces municipalities to pay for chronic state underfunding of Pre K-12 public education. What would you do *next year* to relieve pressures on property taxpayers from growing education costs?

Do you support state takeover of the costs and administration of special education?

### 4.) Mandates Relief

What mandates relief measures (general government and education) do you support?

Do you support enactment of a prohibition on the imposition of new unfunded or underfunded mandates without a 2/3 vote of each chamber of the General Assembly? Why or why not?

### 5.) Regional Cooperation

What should the State do to encourage more regional and intermunicipal cooperation?

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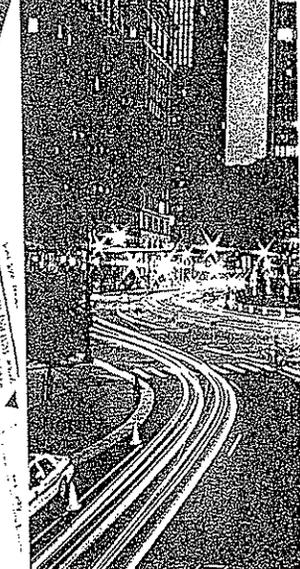
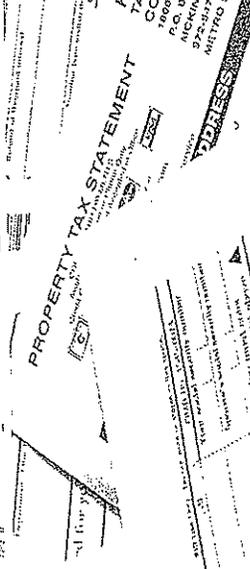
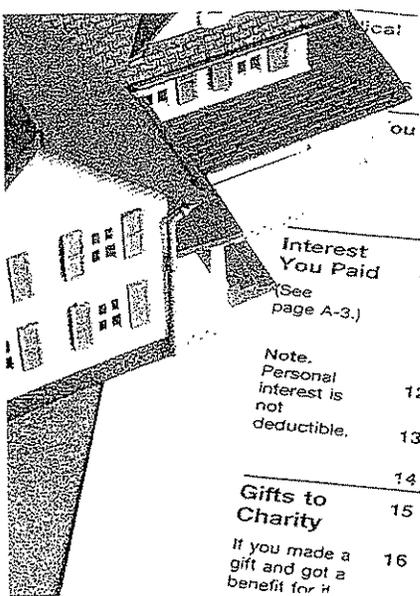
For more information, please contact Jim Finley ([jfinley@ccm-ct.org](mailto:jfinley@ccm-ct.org)) or Ron Thomas ([rthomas@ccm-ct.org](mailto:rthomas@ccm-ct.org)) at (203) 498-3000.

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# CCM Candidate Bulletin

## Municipal Finance in Connecticut: *Overreliance on the Property Tax*



### CCM'S ELECTION 2012 CAMPAIGN

Connecticut Conference of Municipalities

The Voice of Local Government



THE VOICE OF LOCAL GOVERNMENT

September 2012

# CCM Candidate Bulletin

## September 2012



### Municipal Finance in Connecticut: Overreliance on the Property Tax



September 2012

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# Municipal Finance in Connecticut: Overreliance on the Property Tax



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If you have any questions concerning this CCM public policy report, or for more information, please contact Jim Finley ([jfinley@ccm-ct.org](mailto:jfinley@ccm-ct.org)) or George Rafael ([grafael@ccm-ct.org](mailto:grafael@ccm-ct.org)) of CCM at (203) 498-3000.

# Municipal Finance in Connecticut: Overreliance on the Property Tax

## INTRODUCTION

Towns and cities in Connecticut are responsible for providing the majority of public services in our state: elementary and secondary education; public safety; roads and other infrastructure; elderly and youth services; other social services; recreation; wastewater treatment; planning and zoning; and emergency management, among others. They must do so while meeting numerous mandates, often underfunded or unfunded, from both the federal and state government.



Funding for these critical services can come from various sources, including taxes, user fees and charges, revenue sharing, and state and federal aid. In Connecticut, however, there is one revenue source that provides the majority of local funding – the property tax. A property-tax dependent system only works fairly if one of two conditions exists: (1) the property and income wealth of a community can generate enough property tax revenue at a reasonable cost to taxpayers to meet the need for public services; or (2) state aid is sufficient to fill local revenue gaps. For most communities in our state, neither condition exists.

It is increasingly clear in Connecticut that the overreliance on the property tax is inadequate for funding the lion's share of local government services, particularly education.

What worked in 1812 doesn't work in 2012.

## PROPERTY TAX DEPENDENCE

*The property tax is the single largest tax on residents and businesses in our state.* The property tax is income-blind and profit-blind. It is due and payable whether a resident has a job or not, or whether a business turns a profit or not.

The property tax levy on residents and businesses in Connecticut was \$8.7 billion in 2010.<sup>1</sup>

<sup>1</sup> OPM Municipal Fiscal Indicators, 2006-2010

# WHERE A CONNECTICUT TAXPAYER'S DOLLAR GOES IN 2012

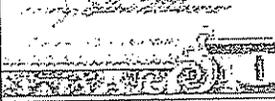
**41%**  
**CT PROPERTY TAXES**

**33%**  
**CT PERSONAL INCOME TAXES**

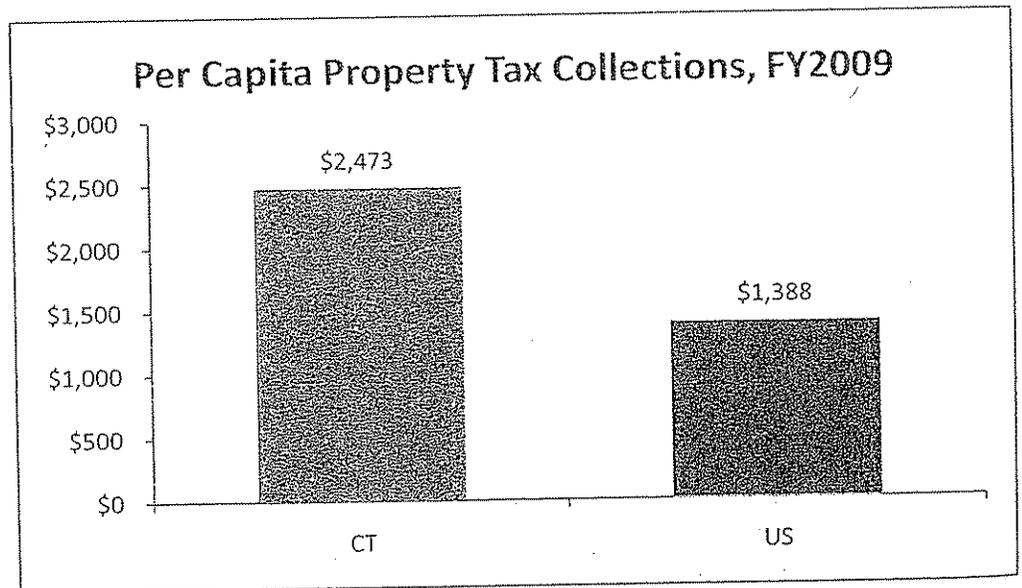
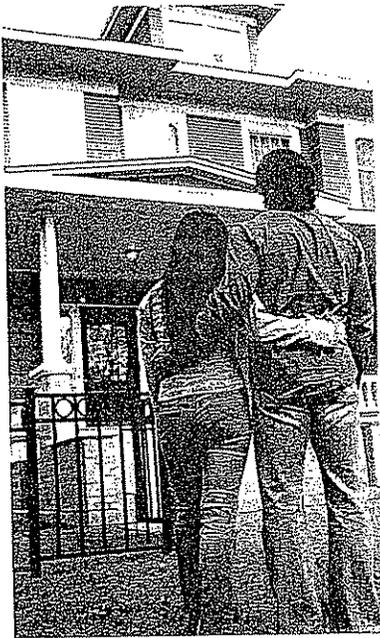
**15%**  
**CT SALES TAXES**

**4%**  
**CT CORPORATION INCOME TAXES**

**7%**  
**OTHER CT TAXES**

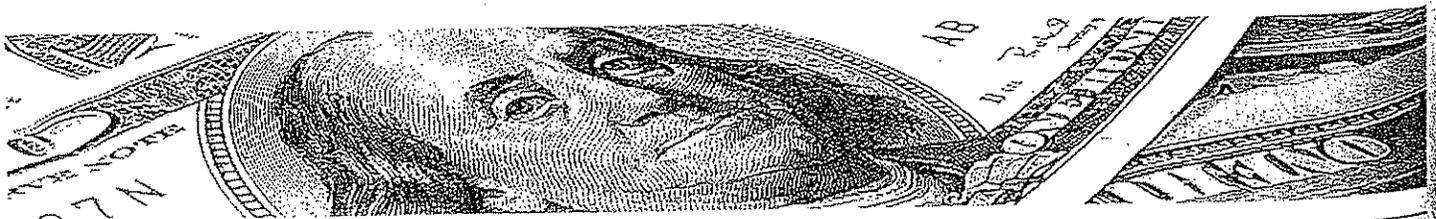


The per capita property tax burden in Connecticut is \$2,473, an amount that is almost twice the national average of \$1,388 and 2nd highest in the nation. Connecticut ranks 8<sup>th</sup> in property taxes paid as a percentage of median home value (1.70 percent for Connecticut vs. 1.14 percent for the US).<sup>2</sup>



Source: Tax Foundation, latest data available

Statewide, 72 percent of municipal revenue comes from property taxes. Most of the rest, 24 percent, comes from intergovernmental revenue, mostly in the form of state aid. Some Connecticut municipalities are almost totally dependent on property taxes to fund local government. Twenty towns depend on property taxes for at least 90 percent of all their revenue. Another 48 municipalities rely on property taxes for at least 80 percent of their revenue.<sup>3</sup>



<sup>2</sup> Tax Foundation, 2012 Data

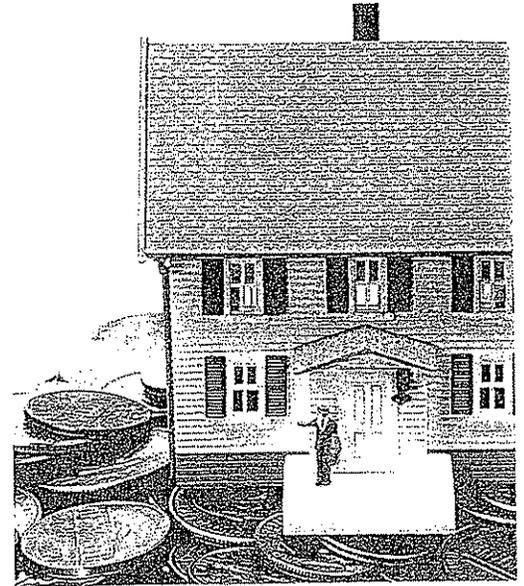
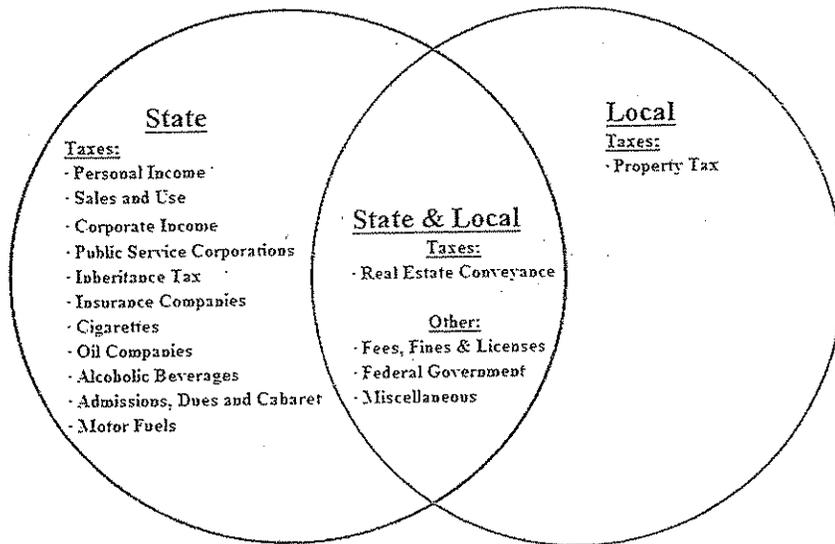
<sup>3</sup> OPM Municipal Fiscal Indicators, 2006-2010



# WHY IS CONNECTICUT SO RELIANT ON THE PROPERTY TAX?

The revenue options available to Connecticut towns and cities are limited by state statute. The property tax is the only tax over which municipalities have significant authority. Municipalities can levy a conveyance tax on real estate transactions, but that tax rate is set by the State and provides a relatively small amount of revenue.

## OWN-SOURCE REVENUE IN CT



Source: CCM 2012

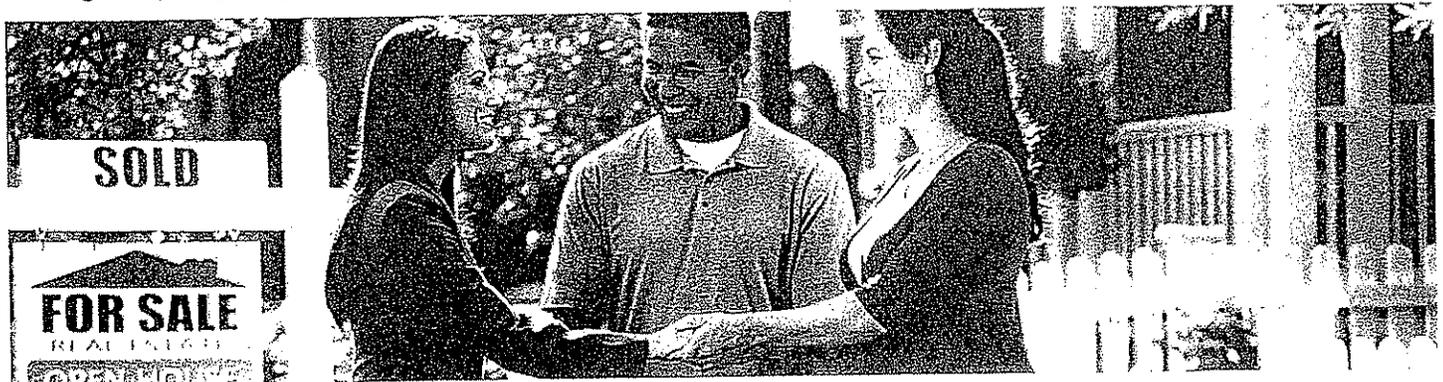
Similarly, municipalities can levy user fees and charges to cover some of the costs of providing services. These are again limited by state law and cannot be used to raise revenue, only to cover necessary costs.

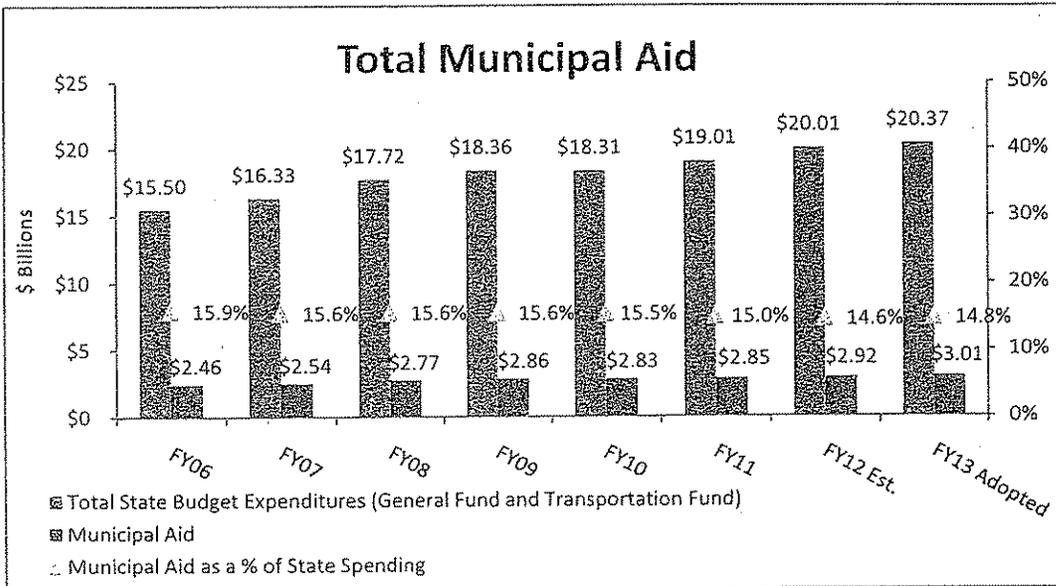
All of this means that, in terms of generating own-source revenue, Connecticut towns and cities are effectively restricted to the regressive and antiquated property tax.

## The Uncertainty of Intergovernmental Revenue

After the property tax, the largest revenue source for municipalities is intergovernmental revenue. These payments from the federal and state governments account for about 24 percent of all local revenue, with the vast majority coming from the State. There are significant issues with this funding, however, that increase Hometown Connecticut's reliance on property taxes.

Federal revenues to municipalities often come in the form of competitive grants. The nature of these grants means that funding isn't consistent from year to year, and towns and cities can't rely on that funding as a steady stream of revenue. Add to that the dire fiscal condition of the federal government, and the outlook for consistent and dependable federal funding is anything but positive.

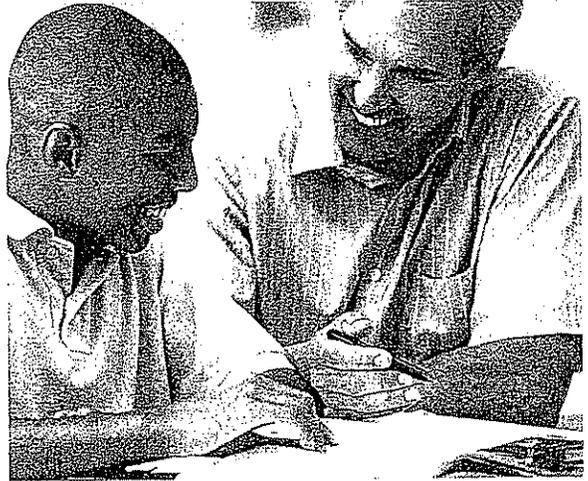




Source: Adopted state budgets; CCM

### State Aid to Municipalities: The Realities

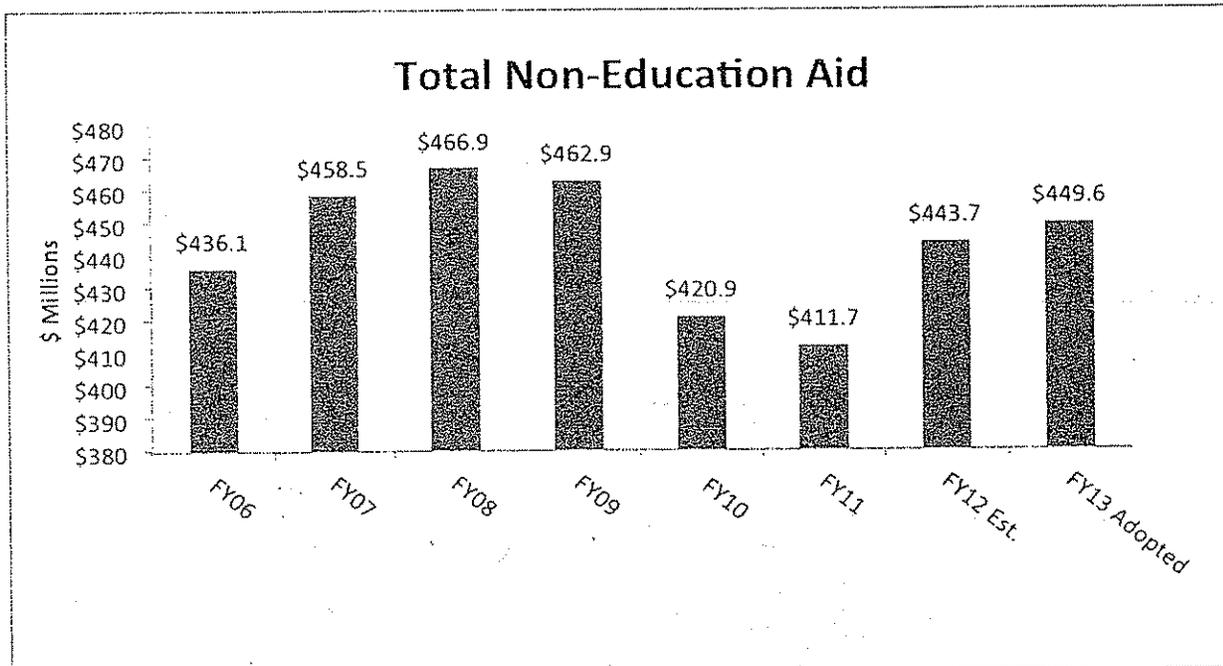
The State provides \$3 billion in education and non-education aid to towns and cities out of a more than \$20 billion state budget. This accounts for more than 20 percent of all local revenue. While it represents a substantial amount of money, this funding has failed to keep up with the rising costs of and greater demands for local public services, particularly education services.



Let's take a look at some of the larger state grant programs starting with non-education aid.

### Key Non-Education Aid

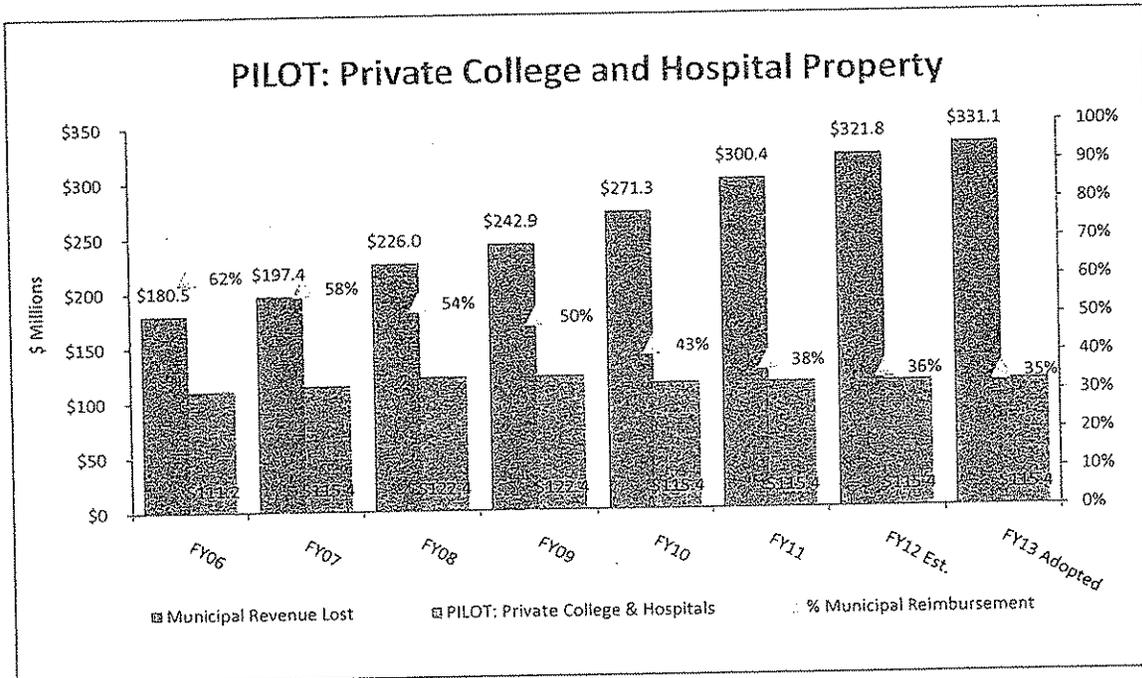
The amount of non-education aid to municipalities has fluctuated dramatically over the years.



Source: Adopted state budgets; CCM

Municipalities receive *payments in lieu of taxes (PILOTs)* from the State for reimbursement of lost property taxes on state-owned and on private college and hospital property. The payments are provided to offset a portion of the lost revenue from state mandated tax exemptions on this property. This lost revenue totals about \$600 million.<sup>7</sup>

The reimbursement rate for tax-exempt private college and hospital property is supposed to be 77 percent. It is actually 35 percent.



Source: Adopted state budgets; CCM

Note: This includes only revenue lost on *real* property and not additional revenue lost on *personal* property.

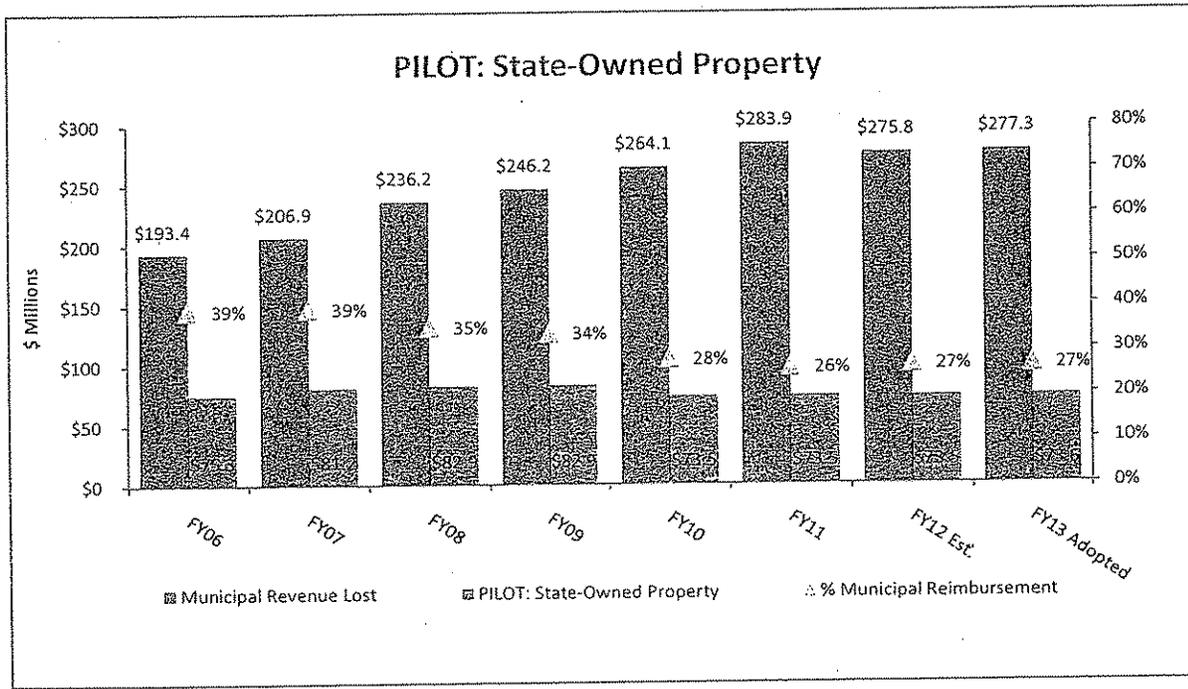
Similarly, the reimbursement rate for most state-owned property is supposed to be 45 percent. It is actually 27 percent.

The actual reimbursement rates are lower due to statutes that allow the amount of the PILOT reimbursements to be reduced on a pro-rated basis when state appropriations are not sufficient. In addition, these PILOT reimbursements cover only *real* property and do not include revenue lost from state-mandated exemptions on *personal* property.

When PILOT reimbursements fall short, it forces other property taxpayers to make up the difference.



<sup>7</sup> CCM estimate. PILOT reimbursements cover only real property and do not include revenue lost from state-mandated exemptions on personal property.

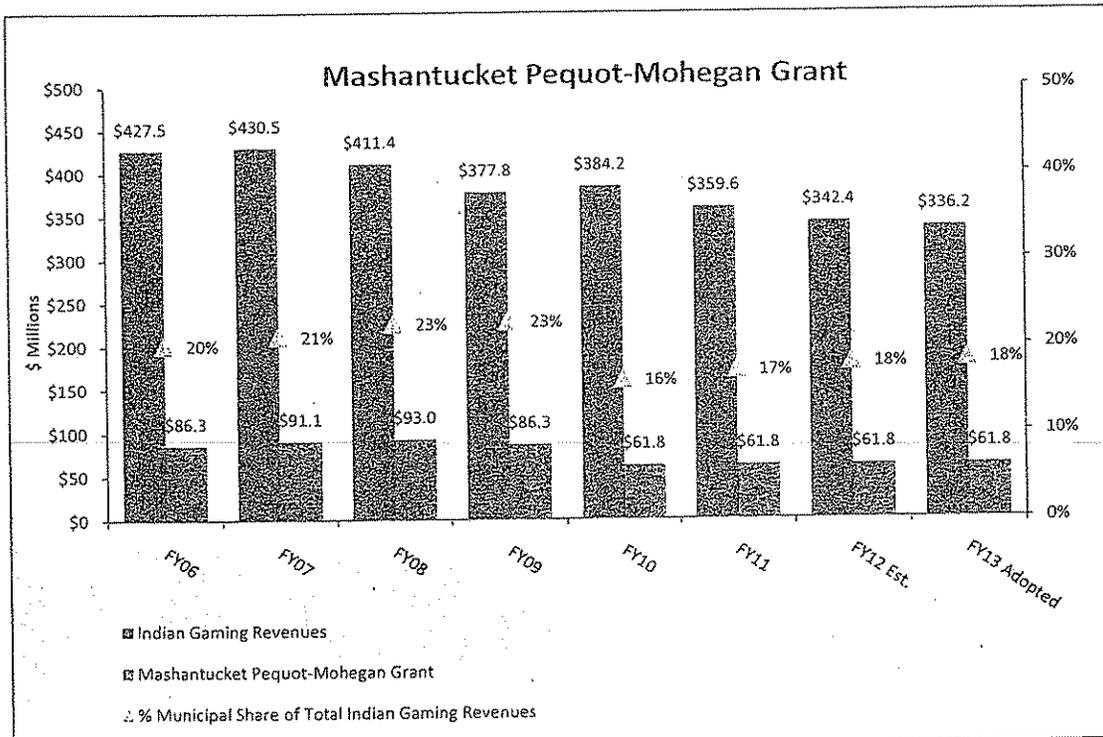


Source: Adopted state budgets; CCM

Note: This includes only revenue lost on *real* property and not additional revenue lost on *personal* property.

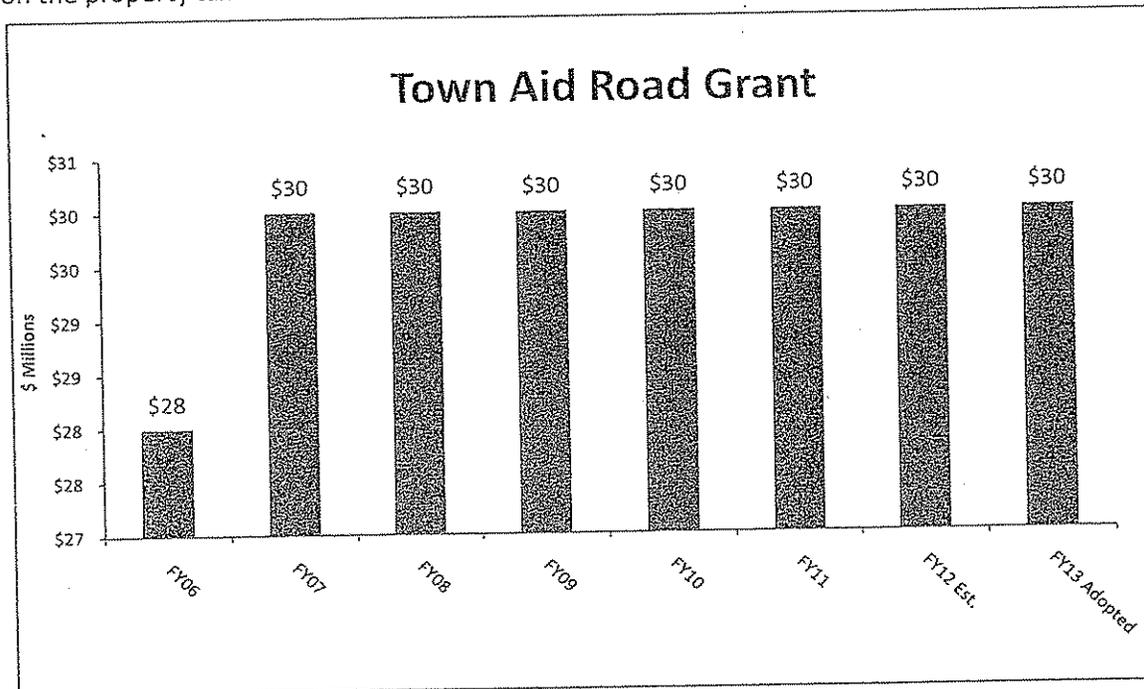
The *Mashantucket Pequot-Mohegan Fund*, which is funded with a portion of slot machine revenues sent to the State by the two Native American casinos, is another significant state aid program. The formula for this grant is based on several components, including the value of property owned by the state and private colleges and hospitals, population, grand list strength, and per capita income, among others.

In FY2013, the Pequot-Mohegan grant will provide \$61.8 million, the same as the previous three years. At its inception, municipalities received 78 percent of these gaming revenues. This year they will receive an estimated 18 percent.



Source: Adopted state budgets; CCM

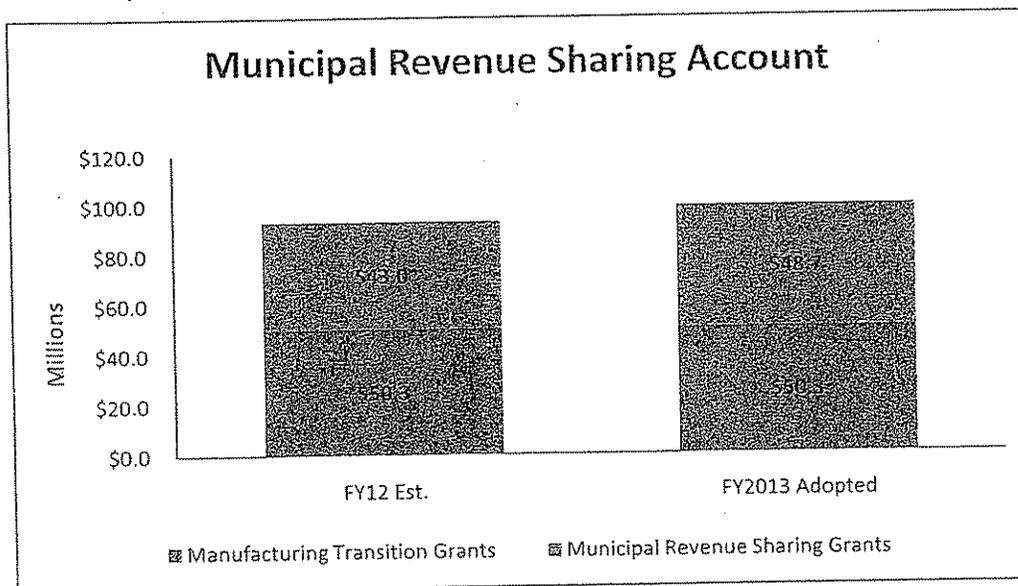
Another critical grant program is **Town Aid Road**. This \$30 million program provides funding for local road maintenance and improvements. There are more locally-owned road miles than state-owned road miles in Connecticut (17,265 v. 3,733).<sup>8</sup> Unfortunately, even as road maintenance and improvement costs have increased, the grant has provided only level funding for the last seven years. This has put even more strain on local public works budgets and forced even more dependence on the property tax to fund those needs.



Source: Adopted state budgets

As part of the FY2012-FY2013 biennial state budget, the new groundbreaking **Municipal Revenue Sharing Account** was created to provide additional financial resources to municipalities. This account is funded through part of the state Sales Tax and part of the state portion of the Real Estate Conveyance Tax.

*This marks the first year of such direct state-local revenue sharing and it establishes a foundation upon which to reduce the overdependence on property taxes to fund municipal services, particularly PreK-12 public education.*



Source: Adopted state budgets; CCM

<sup>8</sup> State Department of Transportation, 2009 data

*Manufacturing Transition Grants* are also paid out of this account. These grants are essentially a replacement for the PILOT for manufacturing machinery and equipment (PILOT MME) program, which was eliminated in FY2012.

The State mandates that qualified machinery and equipment is exempt from local property taxes. Under PILOT MME, the State would provide reimbursement to towns and cities in an amount equal to 80 percent of the revenue lost as a result of property tax exemptions. Unfortunately, due to reduced appropriations, the actual reimbursement rate in recent years was down to 50 percent.<sup>9</sup>

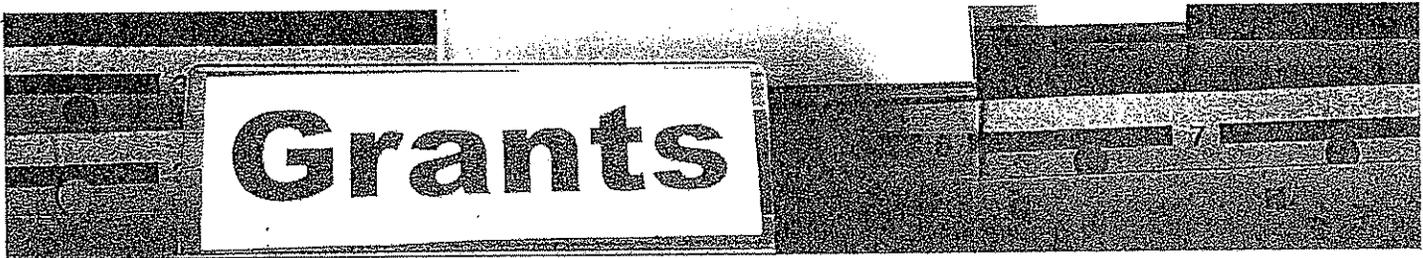
The concerns with the loss of PILOT MME, even in the wake of the new Manufacturing Transition Grants, are threefold.

1. The Manufacturing Transition Grants are frozen at the FY2011 amounts of the PILOT MME. These payments therefore do not take into account any changes to actual value of machinery and equipment in each municipality.
2. The Manufacturing Transition Grants continue to provide much less funding than the 80 percent reimbursement called for in statute under the old PILOT MME program.
3. There is no certainty that the Manufacturing Transition Grants will continue into the future, meaning towns and cities face a potential revenue loss of \$50 million annually.

**Municipal Revenue Sharing Grants** are funded by any remaining revenue in the Municipal Revenue Sharing Account after the Manufacturing Transition Grants have been paid. The formula for this distribution is based 50 percent on components of the Pequot-Mohegan Grant and 50 percent on population. These grants totaled \$43 million in FY 2012.

Another new revenue-sharing program is the *Regional Performance Incentive Grant (RPI)* program. It is funded through part of the state Hotel Tax and state Car Rental Tax. Funding is available to regional planning organizations (RPOs) and municipalities on a competitive basis for regional projects. The goal is to encourage municipalities to jointly participate in projects that lower the costs and tax burden related to providing public services. Prior to this new program, state funding of RPOs has been cut drastically over the years. In addition, the State Office of Policy and Management (OPM) over time has cut back planning and other services to regions and municipalities. An estimated \$8.7 million was generated for the RPI program in FY2012.

*Non-education aid is now about 15 percent of state aid to municipalities and has fluctuated dramatically over the years.*



## Education Aid

Statewide, 57 percent of municipal budgets go to pay for PreK-12 public education. At \$7.2 billion, PreK-12 public education is the single most expensive municipal service in Connecticut.<sup>11</sup>

At least an equal partnership between state and local revenue sources has been a longstanding goal of the Connecticut State Board of Education. In 1989-90, the state share of total education costs reached 45.5 percent, the closest it has ever come to that goal.<sup>12</sup> Any movement toward that mark is important because additional state dollars can reduce dependence on property taxes and lessen the inequity in education funding.<sup>13</sup>

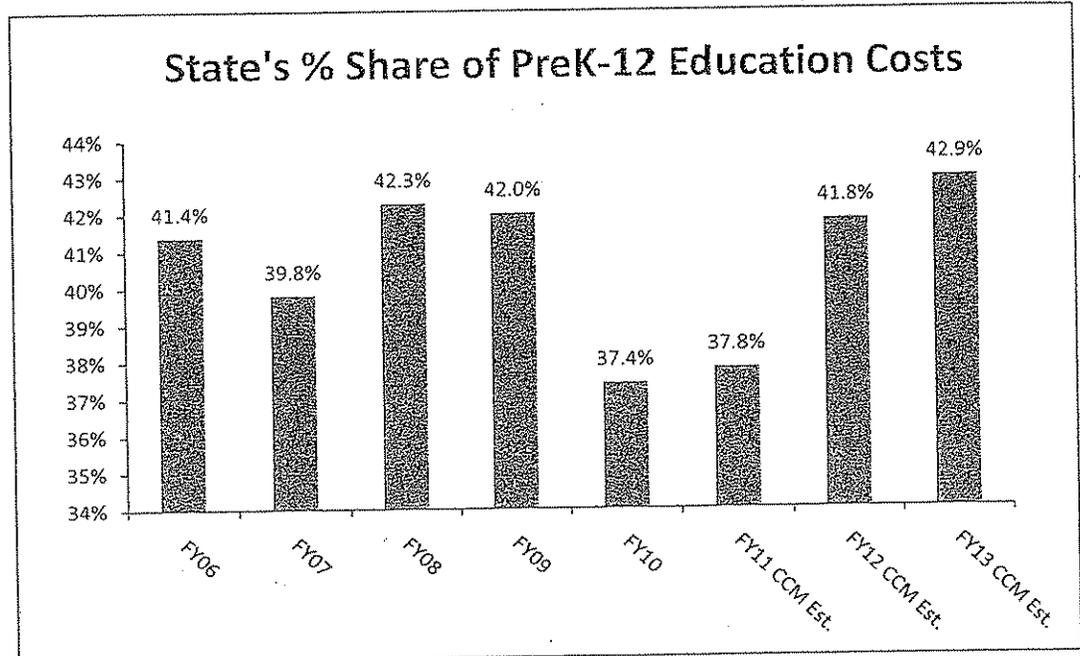
<sup>9</sup> CCM calculations based on OPM data

<sup>10</sup> CCM calculation based on FY2013 Midterm Budget Adjustments

<sup>11</sup> OPM, *Municipal Fiscal Indicators, 2006-2010*

<sup>12</sup> State Department of Education (SDE)

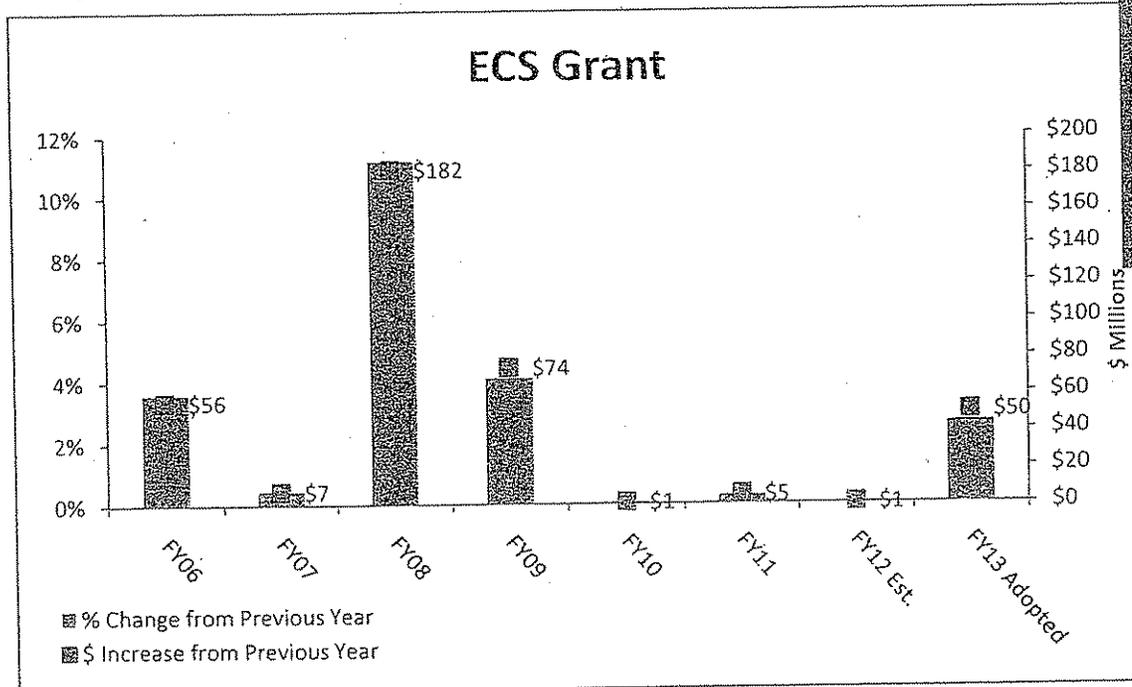
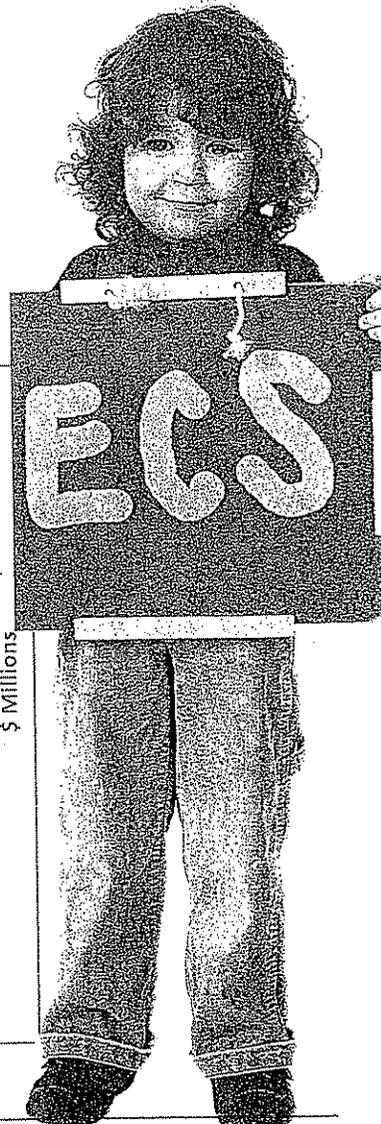
<sup>13</sup> More details on education finance will be provided in an upcoming CCM policy report.



Source: State Department of Education; CCM estimates

The Education Cost Sharing (ECS) grant is the State's largest general education assistance grant. It will total \$1.94 billion this year. This is a \$50 million increase over last year and the first significant increase in four years. While the increase is welcome, it will do little to address the chronic underfunding of ECS. The ECS grant is currently underfunded by at least \$700 million.<sup>14</sup>

The education reform initiatives enacted in 2012 were not accompanied by significant increases in new state dollars. More will be asked of struggling districts in order to leverage modest increases in education aid.



Source: State Department of Education; CCM estimates

14 State Department of Education (SDE)

Special education is a significant cost driver for local government. These costs now surpass the \$1.7 billion mark statewide. This spending accounts for over 21 percent of total current expenditures for education in Connecticut, and annual costs have been growing as much as six percent in recent years.<sup>15</sup>

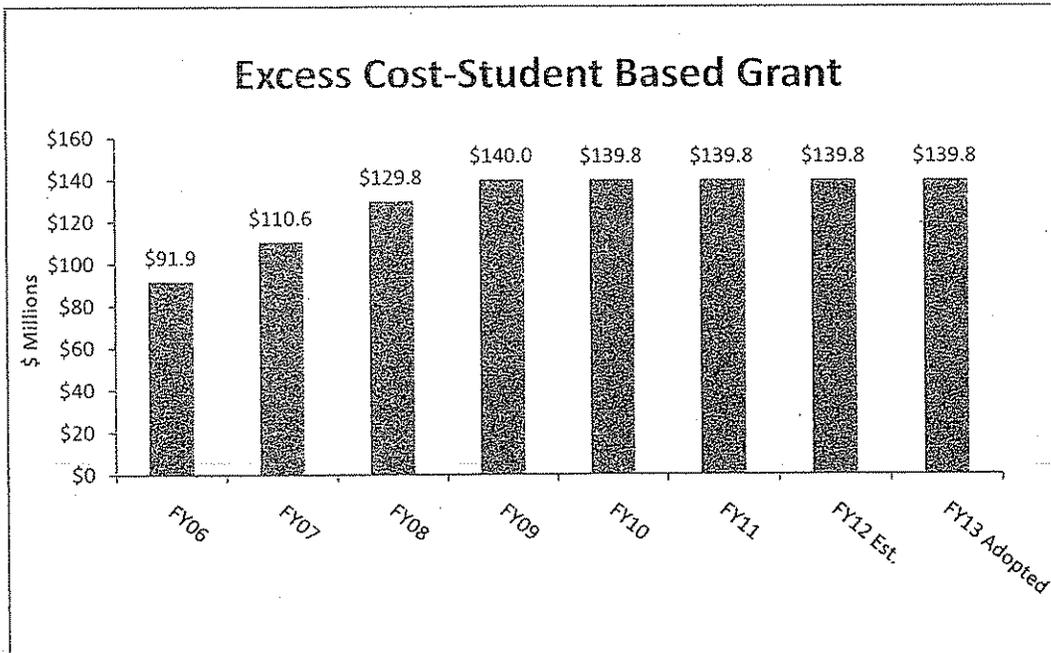
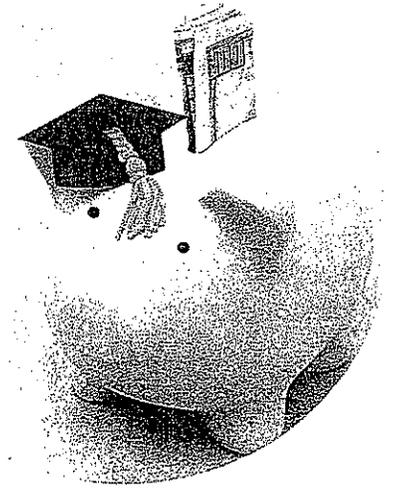
The State provides the Excess Cost-Student Based Grant to help reimburse municipalities for the costs of special education. The grant provides a circuit breaker once the expenditures for a student exceed a certain level, currently 4.5 times the per pupil spending average of the district. So, for example, if a municipality spends an average of \$10,000 per pupil, it must spend at least \$45,000 for a special-education student before being eligible for any state reimbursement.

Unfortunately, the grant has been level-funded for four years. This means that the state reimbursement has not kept pace with the escalating costs of special education. The State Department of Education estimates that it will cost an additional \$101 million to fully fund the state share of special education costs for the 2013-14 school year.<sup>16</sup> Without full funding, towns and cities are forced to find other ways to pay for special education. Not surprisingly, the burden falls on residential and business property taxpayers and non-education services.

Another education issue that puts pressure on the property tax is the **minimum budget requirement (MBR)**. This state mandate essentially requires towns and cities to spend at least as much on education in the current year as they did the previous year.

The imposition of the MBR has meant that no matter what efficiencies have been found in education budgets, the budgets cannot be significantly reduced. In an era in which every other state and local agency are having their budgets closely examined, one entity – boards of education – has been held to a different standard and shielded from taxpayer and voter control.

The State, which has chronically underfunded PreK-12 public education, instead forces municipalities through the MBR and other mandates to pay for state underfunding. The result: non-education service cutbacks and even higher property taxes.



It is clear that a key to property tax reform in Connecticut is education finance reform. The two are directly linked. Without significant additional state support, towns and cities have few funding options aside from the property tax to deal with escalating regular and special education costs. Resources have also been diverted from non-education programs.

More details on education finance reform will be provided in an upcoming CCM policy report.

Source: Adopted state budgets; State Comptroller reports

<sup>15</sup> State Department of Education (SDE)

<sup>16</sup> *CT Mirror*, "Panel Looks to Tackle Skyrocketing Special Education Costs," September 17, 2012

## Disparities Among Towns and Cities

While all communities in our state have felt the impact of flat to decreasing state aid in recent years, some have been more severely impacted than others. There is a significant disparity in property and income wealth among municipalities in Connecticut.

The adjusted equalized net grand list per capita (AENGLC) of the wealthiest town (Greenwich) is almost 70 times greater than that of the poorest town (Hartford). While Connecticut has the highest per-capita income in the nation, per capita income (PCI) in New Canaan is almost six times higher than in Hartford.<sup>17</sup>

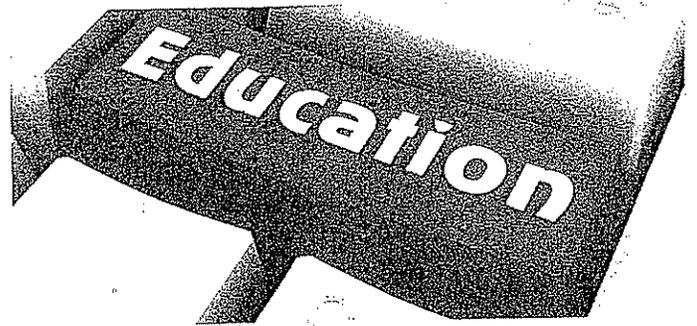
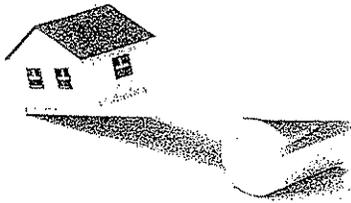
The greater the disparity in property and income wealth becomes, the greater the need for additional state aid to help balance the scales.

Disparities are found not only in wealth, but in service demands as well. Urban communities are required to provide a wider array of public services than many less-developed and less-populated towns. These communities are the regional hubs of employment, health and social services, culture and entertainment, and tax-exempt property. Most of Connecticut's poor, minorities, and in-need students live in our cities and urbanized towns. Many of these large and smaller cities and urbanized towns are among the poorest in Connecticut. The combination of lower revenue-generating capacity and higher service costs has created significant fiscal hardships for impacted communities, and these difficulties continue to worsen.

In fact, Hartford, New Haven, and Bridgeport are among the poorest cities in America.

Connecticut is one of the most economically and racially segregated states in the nation. Amidst overall wealth there are significant pockets of poverty and need.

## HOW CAN WE REDUCE MUNICIPAL DEPENDENCE ON THE PROPERTY TAX?



Overreliance on the property tax coupled with inadequate state aid, particularly education aid, place Connecticut towns and cities in a severe fiscal bind. Municipalities are forced to raise already onerous property tax rates, cutback non-educations services, and divert scarce resources to pay for escalating regular and special-education costs. Connecticut is one of the few states locked into such an antiquated, local-revenue system.

While there are aspects of local-option taxation that are of particular concern in a small state such as Connecticut, there are other proven approaches that should be on the table as we seek a way out of the property tax chokehold.

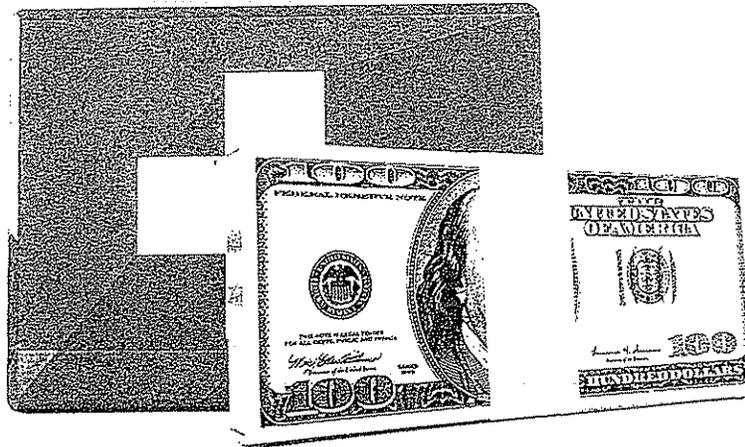
1. **Education Finance Reform:** Reforming PreK-12 public education *finance* is a key to property tax reform in Connecticut. Chronic state underfunding of PreK-12 public education is the single largest contributor to the overreliance on the property tax in our state. The ECS grant alone is underfunded by over \$700 million. Special-education costs are now approaching \$2 billion per year and impose staggering per-pupil cost burdens on host communities. The state

<sup>17</sup> State Department of Education (SDE)

reimbursement program for special education is underfunded by over \$100 million. Special-education costs should be borne collectively by the State and not by individual school districts. There has been 40 years of litigation in Connecticut that has consistently found that state government has failed to meet its state constitutional responsibility to adequately and equitably fund PreK-12 public education. As the current **CT Coalition for Justice in Education Funding (CCJEF) lawsuit** makes clear, Connecticut needs a new and significantly increased education funding formula.

2. **Increase State Revenue Sharing:** The groundbreaking Municipal Revenue Sharing Account, funded by a portion of the state Sales Tax and state Real Estate Conveyance Tax, is much needed and welcome. As the State's finances improve, such programs should be expanded significantly to reduce the reliance on property taxes to fund municipal services. State revenue sharing must be provided in addition to the long-standing municipal aid programs that help fund local government.
3. **Fully Fund PILOT Reimbursements:** The State should increase and fully fund PILOTs to provide reimbursement to municipalities for 100 percent of the revenue lost due to state-mandated property tax exemptions. It is unfair for host communities and other property taxpayers to pay the cost of state-mandated property tax exemptions.
4. **Mandates Reform:** The State should eliminate or modify unfunded and underfunded mandates, beginning with the minimum budget requirement (MBR). This would ease the property tax burden and put pressure on the State to fulfill its education funding responsibility. (More details on mandates reform will be provided in an upcoming CCM policy report.)
5. **Intermunicipal and Regional Collaboration:** State financial and technical assistance incentives for increased intermunicipal and regional collaboration should be expanded. The new Regional Performance Incentive Grant – funded through a share of the state Hotel Tax and state Car Rental Tax – is a great foundation upon which to build stronger incentives and support for cooperative efforts. It is in the State's best interest to reinvest in planning and other staff to assist better-resourced RPOs in meeting the challenges facing Connecticut. Providing towns and cities with the tools and authority to deal with service delivery, revenue, and other issues on a regional basis would result in increased efficiencies.

The overdependence on the property tax is unsustainable, and Hometown Connecticut is in desperate need of revenue assistance. Harnessing the revenue-raising capacity of the State and sharing resources with local governments and regions will reduce the overreliance on property taxes in Connecticut.



If you have any questions concerning this CCM public policy report, or for more information, please contact Jim Finley ([jfinley@ccm-ct.org](mailto:jfinley@ccm-ct.org)) or George Rafael ([grafael@ccm-ct.org](mailto:grafael@ccm-ct.org)) of CCM at (203) 498-3000.

## **CCM: THE STATEWIDE ASSOCIATION OF TOWNS AND CITIES**



The Connecticut Conference of Municipalities (CCM) is Connecticut's statewide association of towns and cities. CCM is an inclusionary organization that celebrates the commonalities between, and champions the interests of, urban, suburban and rural communities. CCM represents municipalities at the General Assembly, before the state executive branch and regulatory agencies, and in the courts. CCM provides member towns and cities with a wide array of other services, including management assistance, individualized inquiry service, assistance in municipal labor relations, technical assistance and training, policy development, research and analysis, publications, information programs, and service programs such as workers' compensation and liability-automobile-property insurance, risk management, and energy cost-containment. Federal representation is provided by CCM in conjunction with the National League of Cities. CCM was founded in 1966.

CCM is governed by a Board of Directors, elected by the member municipalities, with due consideration given to geographical representation, municipalities of different sizes, and a balance of political parties. Numerous committees of municipal officials participate in the development of CCM policy and programs. CCM has offices in New Haven (headquarters) and in Hartford.

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