



TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, May 12, 2014
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.

AGENDA

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FUTURE AGENDAS

EXECUTIVE SESSION

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

ADJOURNMENT

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

April 24, 2014

DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Kegler, Kochenburger, Marcellino, Moran, Paterson, Raymond, Shapiro, Wassmundt
Excused: Ryan

Staff Present: Finance Director Cherie Trahan, Assistant Town Manager Maria Capriola, Director of Parks and Recreation Curt Vincente, Director of Human Services Pat Schneider, Director of Information Technology Jaime Russell, Director of Emergency Services and Deputy Fire Chief Fran Raiola, and Fire Chief Dave Dagon

1. Staff Reports/Communication

Town Manager Matt Hart spoke to the information packet provided by staff which includes the following:

- Core Services Packet
- Memo regarding sample duties of a graduate student
- Memos regarding the Challenge Program and Positive Youth Development Programs
- Memo providing answers to Councilor Wassmundt's questions
- Chart showing general fund information for comparable Connecticut towns
- Spread sheet of flagged items for budget discussion

2. Core Services and Flagged Items Discussion

- Fire Department
Council members discussed the personnel structure, possible alternatives, optimal staffing and the benefits of conducting an analysis of the Fire Department with Chief Dagon. There are no plans to purchase a ladder truck.
- Section 8
Director of Human Services provided an overview of the role of the Housing Authority in connection to securing local Section 8 vouchers.
- Police Coverage
No discussion
- Proposed Graduate Assistant
Councilors discussed the benefits of having a student with access to their professors to begin the work of evaluating programs and departments and to identify and measure success. Ms. Wassmundt asked that a copy of the analysis of the impact of UConn on Mansfield conducted by a previous graduate assistant be provided.
- Town Attorney Compensation
The Personnel Committee's recommendation for Town Attorney will, if approved, be paid a retainer of \$35,000 which covers all services except litigation. Council members discussed the \$45,000 which has been budgeted for the town attorney and the available funds in the contingency fund.

April 24, 2014

- Property Assessment
No discussion was offered.
- Management Services Fund
No discussion was offered.
- Storrs Center Reserve Fund
This issue was discussed at a previous meeting.
- Parks and Recreation Fund
No discussion was offered

In future budget cycles the Town Clerk will identify the members flagging items and try to provide some additional information on the issues of concern.

3. Discussion of Proposed Budget/Council Questions

The Town Manager reviewed the budget resolutions which will be discussed and voted on at the April 28, 2014 special meeting. Action will also be taken on governmental revenues. The Director of Finance will provide information to help guide Council members in the process.

II. ADJOURNMENT

Mr. Shapiro moved and Mr. Kochenburger seconded to adjourn the meeting at 8:10 p.m. The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

April 24, 2014

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

March 24, 2014

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: Kegler, Kochenburger, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

1. Staff Reports/Communication

Town Manager Matt Hart presented an overview of the Manager's 2014/2015 Budget and complimented the budget team on receiving the Distinguished Budget Presentation Award.

Request for Information – Provide enrollment census statistics for students participating in non-core programs.

Request for Information – As a result of the recent awarding of a technology grant to the Board of Education should the IT capital fund amount be reduced by a corresponding amount?

2. Introduction to the Budget & Review of Process

Town Manager Matt Hart and Director of Finance Cherie Trahan reviewed the budget message and major components of the proposed budget.

3. Major Cost Drivers

General Fund FY 2014/15 major cost drivers were discussed.

4. Policy Changes and Initiatives (Issue Papers)

Issue papers regarding state revenues, fund balance, staffing changes, the resident trooper program, the Mansfield Housing Authority Section 8 Program, the capital improvement program and the Storrs Center reserve account were reviewed.

Flag – Review all possible venues for additional police coverage including, but not limited to, community policing, service districts, additional collaborations with UConn and part time officers.

5. General Fund Revenue Review

Revenue summaries by activity and object were reviewed.

Request for Information – Provide information identifying which recently acquired UConn properties, if any, the Grand List figures include.

6. Discussion of Proposed Budget/Council Questions

Council members were asked to forward any questions to the Town Manager or Director of Finance in advance of the next meeting, if possible.

II. ADJOURNMENT

Ms. Moran moved and Mr. Shapiro seconded to adjourn the meeting at 7:25 p.m.

The motion passed unanimously.

March 24, 2014

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

March 24, 2014

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

April 28, 2014

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: Kegler, Kochenburger, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

II. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Pat Suprenant, Mansfield Independent News and resident, asked for the Town's position regarding taxpayer support of charities and questioned if an appropriated item is binding forever or just the year in which the appropriation was made. Ms. Suprenant thanked the Council for their work.

Arthur Smith, Mulberry Road, spoke to uncertainties he sees in the budget and to the dearth of information provided.

1. Staff Reports/Communication

Town Manager Matt Hart updated the Council on the uncertainties regarding the State budget appropriations and recommended a conservative approach by not including \$420,000 of the \$870,000 increase to Town grants.

2. Adoption of Budget and Recommended Appropriations

Mr. Ryan moved and Mr. Shapiro seconded to approve the following resolutions:

RESOLVED: That the General Fund Budget for the Town of Mansfield, appended totaling \$36,847,734 is hereby adopted as the proposed operating budget for the Town of Mansfield for the fiscal year July 1, 2014 to June 30, 2015.

RESOLVED: That the Capital Fund Budget for the Town of Mansfield, appended totaling \$6,654,020 is hereby adopted as the capital improvements to be undertaken during fiscal year 2014/15 or later years.

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2014 to June 30, 2015 in the amount of \$2,114,600 be adopted.

Mr. Shapiro moved and Mr. Ryan seconded to reduce the Transfer Out to Debt Service by \$25,000.

Motion to amend passed unanimously.

Mr. Ryan moved and Ms. Moran seconded a motion to consider the budget to include the following additional estimated revenues: \$444,820 (PILOT grant funding), \$8,420 (ECS grant funding) and \$15,570 (Estimated Conveyance Tax revenues)

The motion to include passed unanimously.

Ms. Moran moved and Mr. Shapiro seconded to reduce the Transfer Out to Capital/CNR for the Walkway Project by \$50,000, to reduce the Transfer Out to Capital/CNR for the Software Project by \$5,000 and to reduce the Transfer Out to Capital/CNR for IT Infrastructure in the Management Services Fund by \$15,000.

April 28, 2014

Motion to amend passed unanimously.

Mr. Marcellino moved and Mr. Shapiro seconded to reduce the CNR Fund Budget Transfer to Capital Projects by \$55,000.

Motion to amend passed unanimously.

Mr. Marcellino moved and Mr. Ryan seconded to reduce the CNR Fund Budget Transfer to Management Services by \$15,000.

Motion to amend passed unanimously.

Mr. Marcellino moved and Ms. Moran seconded to reduce the General Government Software Project by \$5,000.

Motion to amend passed unanimously.

Mr. Shapiro moved and Mr. Ryan seconded to reduce the Public Works Transportation/Walkways Project by \$50,000.

The motion to amend passed with Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in favor and Kegler, Raymond and Wassmundt opposed.

Mr. Ryan moved and Mr. Shapiro seconded to add \$12,000 to Grants to Area Agencies for the purpose of funding the Section 8 Housing Program.

Motion to amend passed unanimously.

Mr. Kochenburger moved and Mr. Shapiro seconded to add \$5,000 to the Transfer Out to the Parks and Recreation Fund for the purpose of funding the Challenge Program, with the understanding that the program shall be managed by the Director of Parks and Recreation, subject to all applicable Town policies and procedures.

Ms. Moran suggested the program be managed in consultation with the Department of Human Services. Accepted as a friendly amendment, the motion, as amended passed unanimously.

Mr. Ryan moved and Mr. Kochenburger seconded to reduce the Board of Education Budget by its prorated share of the \$220,000 reduction (\$126,430).

Motion to amend passed with all in favor except Ms. Wassmundt who was opposed.

Mr. Kegler moved and Ms. Raymond seconded to reduce the proposed Fire Department Budget by the additional staffing to the 2013/14 level.

The motion failed with Kegler, Raymond and Wassmundt in favor and Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in opposition.

Mr. Kegler moved and Ms. Raymond seconded to eliminate the proposed \$30,000 allocation for a UConn impact study until such time as the Council votes to approve the Town's financial participation.

The motion failed with Kegler, Raymond and Wassmundt in favor and Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in opposition.

April 28, 2014

Mr. Kegler moved and Ms. Raymond seconded to reduce the Capital Budget by eliminating the engine tanker (\$300,000).

The motion failed with Kegler, Raymond and Wassmundt in favor and Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in opposition.

Ms. Wassmundt moved and Mr. Kegler seconded to eliminate CIP Funding for the utility terrain vehicle (\$32,000).

The motion failed with Kegler, Raymond and Wassmundt in favor and Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in opposition.

Ms. Wassmundt moved and Mr. Kegler seconded to remove from the Capital Budget the \$20,000 designated for the Mansfield Tomorrow Program.

The motion failed with Kegler, Raymond and Wassmundt in favor and Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in opposition.

Ms. Raymond moved and Mr. Kegler seconded to eliminate, from the budget, the new position at the swap shop.

Motion to amend passed unanimously.

Ms. Wassmundt moved and Ms. Raymond seconded to remove the Four Corners Water and Sewer Project (\$4,000,000) from the Capital Project Budget.

Discussion of the inclusion of the project in the Capital Improvement Budget ensued.

Mr. Ryan called the question. Seconded by Ms. Moran the motion passed with Marcellino, Moran, Paterson, Ryan and Shapiro in favor and Kegler, Kochenburger, Raymond and Wassmundt in opposition.

The motion failed with Kegler, Raymond and Wassmundt in favor and Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in opposition.

The original motion, as amended, passed with Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in favor and Kegler, Raymond and Wassmundt in opposition.

The motion as amended now reads:

RESOLVED: That the General Fund Budget for the Town of Mansfield, appended totaling \$36,643,304 is hereby adopted as the proposed operating budget for the Town of Mansfield for the fiscal year July 1, 2014 to June 30, 2015.

RESOLVED: That the Capital Fund Budget for the Town of Mansfield, appended totaling \$6,599,020 is hereby adopted as the capital improvements to be undertaken during fiscal year 2014/15 or later years.

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2014 to June 30, 2015 in the amount of \$2,044,600 be adopted.

Mr. Ryan moved and Mr. Shapiro seconded to approve the Appropriations Act as follows:

It is further resolved, that the following Appropriations Act be recommended for adoption at the annual Town Meeting for budget consideration:

April 28, 2014

RESOLVED: That the proposed General Fund Budget for the Town of Mansfield for fiscal year July 1, 2014 to June 30, 2014 in the amount of \$36,643,304 which proposed budget was adopted by the Council on April 28, 2014, be adopted and that the sums estimated and set forth in said budget be appropriated for the purpose indicated.

RESOLVED: That in accordance with Connecticut General Statutes Section 10-51, the proportionate share for the Town of Mansfield of the annual budget for Regional School District No. 19 shall be added to the General Fund Budget appropriation for the Town of Mansfield for fiscal year July 1, 2014 to June 30, 2015 and said sums shall be paid by the Town to the Regional School District as they become available.

RESOLVED: That the proposed Capital Projects Budget for fiscal year July 1, 2014 to June 30, 2014 in the amount of \$6,599,020 be adopted provided that the portion proposed to be funded by bonds or notes shall, at the appropriate times, be introduced for action by the Town Council subject to a vote by referendum as required by Section 407 of the Town Charter.

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2014 to June 30, 2015 in the amount of \$2,044,600 be adopted.

The motion passed with passed with Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in favor and Kegler, Raymond and Wassmundt in opposition.

3. Next Steps

The Annual Town Meeting for Budget Appropriations will take place on May 13, 2014 at 7:00 p.m. in the Mansfield Middle School.

II. ADJOURNMENT

Mr. Shapiro moved and Mr. Ryan seconded to adjourn the meeting at 7:50 p.m.
The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

April 28, 2014

REGULAR MEETING – MANSFIELD TOWN COUNCIL
April 28, 2014
DRAFT

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 8:10 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Keglner, Kochenburger, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

II. APPROVAL OF MINUTES

Ms. Moran moved and Mr. Shapiro seconded to approve the minutes of the March 24, 2014 regular meeting. Motion passed unanimously. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the March 27, 2014 special meeting. Motion passed unanimously. Ms. Moran moved and Mr. Shapiro seconded to approve the minutes of the April 2, 2014 special meeting. Motion passed with all in favor except Mr. Kochenburger who abstained. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the April 8, 2014 special meeting. The motion passed unanimously. Ms. Moran moved and Mr. Shapiro seconded to approve the minutes of the April 15, 2014 special meeting. Motion passed unanimously. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the April 15, 2014 special meeting. Motion passed unanimously. Mr. Shapiro moved and Ms. Raymond seconded to approve the minutes of the April 22, 2014 special meeting. The motion passed with all in favor except for Councilors Moran and Ryan who abstained.

III. PUBLIC HEARING

1. Proposed Amendments to Fee Waiver Ordinance

Peter Kochenburger, Chair of the Ad Hoc Committee reviewed the fee waiver ordinance and briefly described the proposed changes.
No comments were offered by the public.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Ric Hossack, Middle Turnpike, spoke to the history of the Four Corner Sewer Project and asked that the Council spend no additional funds until the issue has gone to referendum. Brian Coleman, Centre Street, warned the Council that there will be more budget shortfalls to come and urged them to sharpen their pencils. Arthur Smith, Mulberry Road, objected to the new firefighter position and stated that residents and elected officials can no longer maintain an "ignorance is bliss" attitude.

V. REPORT OF THE TOWN MANAGER

The Town Manager presented his written report and noted the Annual Town Meeting will take place on May 13, 2014 at 7:00 p.m. at the Mansfield Middle School and the Town Council's Public Information Session will take place on May 7, 2014 at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Paterson congratulated students, public safety officials, and all those who worked together to make Spring Weekend a safe event. The Mayor also thanked the staff of the Senior Sparks for providing a detailed budget meeting schedule on their front page.

Ms. Moran moved and Mr. Ryan seconded to move Item 8, Appointment of Town Attorney, as the first item under Old Business. The motion passed unanimously.

VII. OLD BUSINESS

April 28, 2014

2. Memorandum of Agreement with Connecticut Water Company, Water System Advisory Committee

Mr. Kochenburger moved to approve the Memorandum of Agreement dated April 28, 2014, between the Town of Mansfield and the Connecticut Water Company, concerning the Water System Advisory Committee.

Committee on Committees Chair Peter Kochenburger explained the changes to the Memorandum of Agreement proposed by the Committee noting the total number of members is now thirteen. In response to concerns about a non-Mansfield resident being appointed by one of the appointing committees, by consensus, the following was added to Section A 1) a. "...all of whom shall be Mansfield residents."

The motion, as adjusted, passed unanimously.

3. Community Water and Wastewater Issues, Four Corners Water and Wastewater Project

Director of Public Works John Carrington, Chair of the Four Corners Sewer and Water Advisory Committee Ken Rawn and representatives of Weston and Sampson Chris Weston and Derek Dilaj reviewed the project areas, conceptual layout, and proposed schedule for the Four Corners Sewer Collection System. Items discussed included the need for a second pumping station, the need to avoid wetlands and flood plains, the possible inclusion of Timber Drive properties and potential costs to homeowners and taxpayers. The complete design work will provide answers to many of these questions.

Mr. Shapiro moved and Ms. Moran seconded, effective April 28, 2014, to appropriate \$350,000 of the Municipal Aid Adjustment grant received in December 2013 and to increase the Transfer Out to Capital/CNR by \$350,000 for the purpose of funding the Four Corners Sewer/Water Improvement project.

Motion passed with all in favor except Ms. Wassmundt who voted against the motion.

4. Acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way

Mr. Ryan moved and Mr. Shapiro seconded, effective April 28, 2014, to accept Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way as part of the Town's road system.

The motion passed unanimously.

5. Proposed Amendments to Fee Waiver Ordinance

Ms. Moran moved and Ms. Raymond seconded to suspend Rule 6(d) of the Council Rules of Procedures and consider the amended ordinance.

Motion passed unanimously.

Mr. Kochenburger moved and Mr. Ryan seconded, effective April 28, 2014, to accept the proposed amendments to the Fee Waiver Ordinance, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

Ms. Raymond moved and Mr. Shapiro seconded to amend the motion by removing "fiscal" from §122-5 B.

The amendment passed unanimously.

The motion, as amended, passed unanimously.

6. Community/Campus Relations

The Town Manager noted the difference in the level of public safety issues which occurred in the most recent Spring Weekend compared to the same event seven or eight years ago. He credited the team efforts of all involved.

7. Storrs Center Update

April 28, 2014

The Town Manager referred members to his report in the Town Manager's report.

VIII. NEW BUSINESS

8. Appointment of Town Attorney
Attorneys Kevin Deneen and James Welch were introduced by Personnel Committee Chair Antonia Moran. Ms. Moran described the selection process and noted that the Personnel Committee is now working on an agreement with the firm which will be presented to the Council. Attorney Deneen remarked that they are looking forward to working with the Town.

9. Application to Connecticut Clean Fuel Program
Mr. Shapiro moved and Ms. Moran seconded to approve the following resolution:
Resolved, on April 28, 2014, that the Mansfield Town Council approves the filing of the application to purchase an alternate fueled vehicle under the Connecticut Department of Transportation's Connecticut Clean Fuel Program.
The motion passed unanimously.

10. Town Manager's Performance Review and FY 2013/14 Compensation
Ms. Moran, Chair of the Personnel Committee, moved to increase the Town Manager's annual salary by 1.5% to an annual salary of \$140,481, retroactive to July 1, 2013.
The motion passed unanimously.

IX. REPORTS OF COUNCIL COMMITTEES

- Peter Kochenburger, Chair of the Committee on Committees, moved the Committee's recommendation to appoint Denise Keane as an alternate on the Ethics Board for a term ending 6/30/2015.
The motion passed unanimously.

X. DEPARTMENTAL AND ADVISORY COMMITTEE REPORTS (www.mansfieldct.gov)

No comments offered

XI. PETITIONS, REQUESTS AND COMMUNICATONS

- 11.B. Coleman (03/24/14)
- 12.M. Friedland (03/27/14) Mr. Ryan asked the Council to consider Ms. Friedland's suggestion to prohibit smoking in the new Town Square.
- 13.H. Raphaelson (04/23/14)
- 14.E. Paterson/J. Goodwin re: Proposed Engineering and Science Building
- 15.E. Paterson/J. Goodwin re: Proposed STEM Residence Hall
- 16.Planning and Zoning Commission re: 2014-15 Capitol Improvement Budget
- 17.M. Hart re: Connecting Connecticut USDOT TIGER Application
- 18.M. Hart re: Storrs Center Alliance, LLC
- 19.M. Hart re: University of Connecticut Innovative Partnership Building
- 20.Government Finance Officers Association re: Distinguished Budget Presentation Award
- 21.The Last Green Valley – 2013 Tourism Impact Report
- 22.WINCOG re: Windham Region Transit District (WRTD)
- 23.Mansfield Minute – April 2014
- 24.Mission in Zuni, NM

XII. FUTURE AGENDA

Mr. Kessler requested a Council discussion on the issues surrounding the Mansfield Board of Education Superintendent's mileage reimbursement.

April 28, 2014

Members discussed whether the Council has jurisdiction or if it is solely an issue for the Board of Education to address, and the process and procedures used by the Finance Department regarding documentation for reimbursement. By consensus the Council will ask the Finance Director to present the policies and procedures for out of pocket expenses for employees of the Town to the Finance Committee who in turn will report back to the Council.

Ms. Wassmundt requested the Council establish a policy regarding access to the town attorney. Ms. Moran noted this subject will be discussed at a future Personnel Committee meeting.

Ms. Wassmundt requested the Council prioritize their goals at a future meeting.

XIII. ADJOURNMENT

Mr. Ryan moved and Mr. Shapiro seconded to adjourn the meeting at 10:35 p.m. Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

April 28, 2014



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: May 12, 2014
Re: Appointment of Town Attorney

Subject Matter/Background

The Town retains legal counsel to advise the Council and management on general government issues. Pursuant to Section C305 of the Mansfield Town Charter, the Town Attorney performs the following duties:

- Represents the Town in actions, suits or proceedings brought by or against it or any of its departments, officers, agencies, boards or commissions
- Serves as the legal advisor of the Town Council, the Town Manager and all Town officers, boards and commissions in all matters affecting the Town; provides written opinions on any question of law involving their respective powers and duties
- Prepares ordinances and resolutions for consideration by the Council;
- Prepares or approves forms of contracts or other instruments to which the Town is a party or in which it has an interest
- Has power, with approval of the Council, to appeal from orders, decisions, and judgments, and, subject to approval of the Council, to compromise or settle any claims against the Town
- Drafts, reviews and edits documents such as proposals, agreements, reports, plans, and correspondence

In December 2013, the Town issued a request for qualifications (RFQ) for Town Attorney services. Four of eleven firms were interviewed in the first round, and two firms were invited for a second interview. Members of the Personnel Committee, a number of other Council members, the Planning and Zoning Commission Chair, Maria Capriola and I participated in various stages of the interviews. Reference checks were conducted on the finalists by contacting other municipalities that utilized the firms.

At its April 21, 2014 meeting, the Personnel Committee voted unanimously to recommend the selection of the firm O'Malley, Deneen, Leary, Messina, & Oswecki as Town Attorney. Other Council members and staff supported the

recommendation of the Committee. Participants expressed their confidence in O'Malley, Deneen, Leary, Messina, & Oswecki's ability to provide quality and responsive service.

At the April 28th meeting, the Personnel Committee introduced Attorneys Kevin Deenen and Jim Welsh to the Town Council. At its May 7th meeting, the Personnel Committee reviewed and endorsed the proposed agreement for services (see attached).

Financial

The annual retainer for the first year of the agreement would be \$35,000, made payable in equal monthly installments. Hourly charges at a rate of \$175 per hour would be applied to litigation services (such as tax appeals, land use litigation, arbitration proceedings); these charges would be in addition to the annual retainer of \$35,000.

Recommendation

Pursuant to Section C305 of the Town's Charter, the Town Council has the authority to appoint the Town Attorney. Accordingly, staff recommends that the Council authorize me to engage the firm of O'Malley, Deneen, Leary, Messina, & Oswecki as Town Attorney to the Town.

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

Move, effective June 7, 2014, to appoint the firm of O'Malley, Deneen, Leary, Messina, & Oswecki as Town Attorney to the Town and to authorize the Town Manager to execute the attached Professional Services Agreement between the Town of Mansfield and O'Malley, Deneen, Leary, Messina, & Oswecki.

Attachments

- 1) Proposed Professional Services Agreement
- 2) Mansfield Charter, Section C305
- 3) Response to RFQ from O'Malley, Deneen, Leary, Messina, & Oswecki



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF MANSFIELD, CONNECTICUT
AND
O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI**

This Agreement, effective on the 7th day of June, 2014, through the 3rd day of December, 2015, by and between the TOWN OF MANSFIELD (hereinafter referred to as the "TOWN"), duly authorized pursuant to *Conn. Gen. Stat. § 7-148*, with an office at the Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268, and O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI, (hereafter referred to as the "FIRM"), with a principal place of business at 20 Maple Avenue, P.O. Box 504, Windsor, CT 06095.

WITNESSETH:

WHEREAS, pursuant to *Conn. Gen. Stat. § 7-148*, and Town of Mansfield Charter Section C305A, the Town Council shall appoint a Town Attorney; and

WHEREAS, the TOWN requires the professional services of legal counsel to assist in representing its interests with respect to the matters described below; and

WHEREAS, the TOWN has determined that a Town Attorney with particular expertise is warranted and has authorized the Town Manager to procure and direct the services of such counsel and to execute this Professional Services Agreement with the FIRM; and

In consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1. The services to be provided will be those requested by the TOWN relating to the TOWN'S general government interests. The specific services to be provided for a particular project or matter may be further defined in correspondence between the Town Manager and the FIRM. Except for matters relating to the Town Manager's employment with the TOWN, the FIRM shall only undertake work pursuant to task orders that the Town Manager has approved and which contain approved budgets for their performance. The Chair of the Town Council's Personnel Committee shall be the FIRM'S contact for matters regarding the Town Manager's employment with the TOWN.

The general subject matter of the services which the TOWN expects to request from the FIRM may include one or more of the following:

- (a) Represent the Town in actions, suits or proceedings brought by or against it or any of its departments, officers, agencies, boards or commissions;
- (b) Serve as the legal advisor of the Town Council, the Town Manager and all Town officers, boards and commissions in all matters affecting the Town; provide written opinions on any question of law involving their respective powers and duties;

- (c) Prepare ordinances and resolutions for consideration by the Council;
- (d) Prepare or approve forms of contracts or other instruments to which the Town is a party or in which it has an interest;
- (e) Have the authority, with approval of the Council, to appeal from orders, decisions, and judgments and,
- (f) Subject to approval of the Council, to compromise or settle any claims against the Town.
- (g) Drafting, reviewing and editing documents such as proposals, agreements, reports, plans, and correspondence.
- (h) Review, analysis, investigation and research to carry out the above services; and
- (i) Being available upon the reasonable request of the TOWN for consultation in person and/or on the telephone as necessary.

Pursuant to Section C305C of the Charter, the Council may appoint counsel other than the Town Attorney. This Agreement does not include legal services provided to the Region 19 School District, the Eastern Highlands Health District or Mansfield Discovery Depot. If the Council determines in its sole discretion to assign any of duties currently performed by other counsel to the FIRM, the Town and the FIRM may amend the compensation provisions of this Agreement to reflect those additional duties.

1.2 In performing the services, the FIRM will perform the following activities as part of, or in support of the services:

(a) Research, investigate, review and analyze all information necessary to carry out all services;

(b) Negotiate, prepare and revise all agreements and other documents necessary for the performance of the services;

(c) In accordance with the administrative policy to be developed concerning the TOWN'S use of Town Attorney services, be available upon the reasonable request of the TOWN to consult with the officers and employees of the TOWN, and with any other group or person designated by the TOWN;

(d) Hire and consult with experts, consultants, mediators and investigators as may be reasonably and necessarily required and as approved by the TOWN subject to the following requirements and limitations:

(1) Terms of subcontracts must be approved in writing and in advance by the TOWN. In requesting approval, FIRM must provide the basis for its recommendation that the subcontractor be retained and justification for the recommended subcontractor's proposed rates and reimbursements;

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement or must be reasonable for the expertise and experience involved in the matter;

(3) The FIRM's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation;

(e) Provide all necessary paralegal and clerical support; and

(f) Prepare and keep current a synopsis of relevant research, processes and procedures developed during the course of FIRM's performance under this Agreement in a format that is easily accessible to the TOWN as directed by the Town Manager.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the TOWN shall be the Town Manager, or his successor in function, whose address and telephone number are as follows:

NAME:	MATTHEW W. HART
TITLE:	TOWN MANAGER
AGENCY:	TOWN OF MANSFIELD
ADDRESS:	Audrey P. Beck Municipal Building Four South Eagleville Road Storrs, CT 06268
TELEPHONE:	(860) 429-3336 x5
E-MAIL:	HartMW@MansfieldCT.org

2.2 The person in charge of administering this Agreement on behalf of the FIRM shall be Attorney Kevin M. Deneen, whose title, address, office telephone, fax number and e-mail are as follows:

NAME	KEVIN M. DENEEN
TITLE	PARTNER
FIRM	O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI.
ADDRESS	20 Maple Avenue, P.O. Box 504 Windsor, CT 06095
OFFICE TELEPHONE	(860) 688-8505
FAX NUMBER	(860) 688-4783
E-MAIL	kmdeneen@omalleydeneen.com

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The TOWN agrees to compensate the FIRM for services in accordance with the following fee agreement for the thirteen (13) months (June 7, 2014 through June 30, 2015) of this Agreement.

The FIRM shall be compensated on an annual retainer in the amount of thirty five (\$35,000.00) thousand dollars, payable in equal monthly installments. The retainer shall include all services as defined above involving all non-litigation matters, including ordinance and charter review, contract reviews, attendance as needed at meetings, legal opinions and general advice. During the budget development/approval process the annual retainer will be reviewed and may be adjusted for the fiscal year beginning on July 1, 2015.

Litigation matters shall include any and all adversarial matters commencing upon the formal filing of a complaint or demand (including a demand for mediation or arbitration) or an appeal made in court for adjudicatory matters. (In exceptional circumstances, the Town Manager may approve a matter to be treated as a Litigation matter prior to the filing of a formal complaint or demand; for example, an agreement between the Town and another party to voluntarily mediate a matter in dispute prior to the filing of a formal demand. The Town Manager's determination in such cases shall be conclusive.) All litigation matters, including land use appeals and tax appeals, will be billed on an hourly basis at the rates set forth below.

<u>Position</u>	<u>Hourly Rate</u>
All Attorneys	\$175.00

The above hourly rates shall be charged only for actual time spent rendering such litigation matter services; the FIRM shall not "round off" time. The time spent rendering litigation matter services shall be billed to the tenth part of an hour. The TOWN shall not be charged for any other time expended by the FIRM during, overnight stays, or the like associated with the performance of the litigation matter services without the prior written consent of the Town, acting through its Town Manager. The above rates are subject to change on a periodic basis but no more often than once per contract year. The above rate shall remain unchanged through at least June 30, 2015. Thereafter, if any change in rates occurs in any subsequent years of this Agreement, such change shall be capped at no more than \$10/per hour above the prior year's rate for the above-described position.

3.2 Compensation for litigation matters will be paid only after the submission of itemized documentation, in a form acceptable to the Town Manager. Billings are to be submitted on a monthly basis to Town Manager, Town of Mansfield, Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268. The billings for litigation matters must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, and the name and position of the person(s) rendering the service. Provided, however, if the TOWN and the FIRM have agreed to a fixed fee or other billing arrangement not based on hourly rates, the TOWN may waive the requirement for hourly detail. When requested, the monthly bill must also be accompanied by a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The Town Manager may, prior to authorizing payment under this Section, require the FIRM to submit such additional accounting and information as the Town Manager deems necessary or appropriate. The FIRM shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, and 9.3.

3.3 Prior to performing certain services, the TOWN may request the FIRM to submit to the Town Manager for approval, a projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the services expected to be performed, an estimate of the cost of the work broken down into the various phases of the services, and an estimate of the time required to successfully complete the services. Prior to effecting, undertaking or initiating a material change in the Service, the FIRM shall submit to the Town Manager for approval, a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the amount contained in the budget, the FIRM shall consult with the Town Manager for the purpose of: (1) revising the scope of services; (2) revising the maximum compensation amount; (3) some combination thereof; or, (4) other action permitted under this Agreement or any agreed-upon amendment. The Town Manager, in his sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The FIRM will not be compensated for the preparation, amendment, or modification of said projected plan and budget. Where the services specified in the original projected plan and budget are not performed or fully completed to the satisfaction of the Town Manager within six months of the projected completion date set forth in the original projected plan and budget, the compensation rates set forth in subsection 3.1 of this Agreement for the remaining services shall all be reduced prospectively by ten percent of the original rate for each additional six months it takes the FIRM to complete the work to the satisfaction of the Town Manager, unless failure to complete the work within the specified time period was beyond the control of the FIRM as determined by the Town Manager. The Town Manager, in his sole discretion, shall determine when the work has been satisfactorily completed.

3.4 The TOWN agrees to reimburse the FIRM for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, outsourced document printing, and transcript or deposition costs. The TOWN shall not reimburse the FIRM for any overhead related expenses, including, but not limited to, routine duplication, secretarial, computerized research, facsimile, clerical staff, library staff, proofreading staff, meals and transportation costs or expenses for non-litigation matters unless they are approved in advance and in writing by the Town Manager. The FIRM shall be reimbursed for reasonable expenses for transportation, specifically excluding first class air fare, and reasonable lodging and meals associated with overnight travel as approved in advance and in writing by the Town Manager.

3.5 The FIRM shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the Town Manager. Charges for any other legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research must be submitted to the Town Manager or his or her designee. The Town Manager shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The FIRM shall not be compensated for time spent in consultation with any attorney or other employee of the TOWN concerning the administration of this Agreement and/or issues relating to billing. Compensation for time spent by attorneys of the FIRM communicating with other attorneys or staff within the FIRM shall be limited to the time and

billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The Town Manager shall make the final determination, in his sole discretion, as to the adequacy of such description.

3.7 Notwithstanding the provisions of Section 3.6, absent the prior written consent of the Town Manager, the FIRM shall not be compensated for the attendance or participation of more than one attorney representing the TOWN in connection with any action. Where more than one attorney has attended or participated in any action without the prior written consent of the Town Manager, the FIRM shall be compensated for the time of the most senior attorney in attendance.

3.8 The FIRM shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The Town Manager shall approve for payment all undisputed costs, as soon as the said documentation can properly be processed. All costs and expenses shall be billed and paid at actual cost without markup. It is expected that the TOWN will make timely payments to the FIRM of all monthly invoices, usually within thirty (30) days of receiving such invoices. Unpaid invoices that remain unpaid for ninety (90) days or more are subject to statutory interest rates.

3.10 The FIRM shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 8.4, and made available and furnished upon request to the Town Manager until three (3) years after the termination of this Agreement.

3.11 The TOWN shall have the right, without the need of prior notice to the FIRM, to substitute different counsel for the FIRM on any facet or aspect of the services when the Town Manager, in his sole discretion, finds that such a substitution would best serve the interests of the TOWN.

3.12 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the FIRM in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the TOWN.

SECTION 4: TERMINATION OF AGREEMENT BY THE TOWN

4.1 The TOWN, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the Town Manager of termination, the FIRM shall immediately cease to perform the services, subject to the approval of the Court in litigation matters. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall transmit the same to the Town Manager as soon as possible and, for ongoing matters, no later than the fifteenth day following the receipt of the above written notice of termination, and the sixtieth day for all other matters, together with a description of the cost of the services performed to said date of termination.

SECTION 5: TERMINATION OF AGREEMENT BY THE FIRM

5.1 The FIRM, on thirty (30) days prior written notice to the Town Manager, may terminate this Agreement, subject to the approval of the Court in litigation matters.

5.2 If the FIRM terminates this Agreement for any reason other than a breach by the TOWN, the FIRM shall be liable to the TOWN for the fees and expenses incurred by the TOWN in engaging replacement counsel on any pending matter for which FIRM is actively engaged in performing services and bringing such firm up to speed. For purposes of this paragraph, FIRM will be considered "actively engaged" in all matters of pending litigation, arbitration and/or mediation.

5.3 On the effective date of termination, the FIRM shall immediately cease to perform the services. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the Town Manager on or before the fifteenth day following the transmittal of the written notice of termination for ongoing matters, and the sixtieth day for all other matters, together with a description of the cost of the services performed to said date of termination.

SECTION 6: SETOFF

In addition to all other remedies that the TOWN may have, the TOWN, in its sole discretion, may setoff (1) any costs or expenses that the TOWN incurs resulting from the FIRM's unexcused non-performance under the Agreement and under any other agreement or arrangement that the FIRM has with the TOWN and (2) any other amounts that are due or may become due from the TOWN to the FIRM, against amounts otherwise due or that may become due to the FIRM under the Agreement, or under any other agreement or arrangement that the FIRM has with the TOWN. The TOWN's right of setoff shall not be deemed to be the TOWN's exclusive remedy for the FIRM breach of the Agreement, all of which shall survive any setoffs by the TOWN.

SECTION 7: TIME OF PERFORMANCE

7.1 The FIRM shall perform the services at such times and in such sequence as may be reasonably directed by the Town Manager.

7.2 This Agreement will run from its effective date for an initial term of June 7, 2013 through and including December 3, 2015, which initial termination date may be extended by the TOWN for a period not to exceed two (2) months upon the same terms and conditions then existing. Pursuant to Section C305 of the Charter, the Town may in its sole discretion reappoint FIRM as Town Attorney under such terms as may be agreed upon between the Town and the FIRM.

SECTION 8: REPRESENTATIONS AND WARRANTIES

The FIRM represents and warrants to the TOWN that:

8.1 The FIRM has duly authorized the execution and delivery of this Agreement and the performance of the contemplated services.

8.2 The FIRM will comply with all applicable State of Connecticut, federal and local laws in satisfying its obligations to the TOWN under and pursuant to this Agreement;

8.3 The execution, delivery and performance of this Agreement by the FIRM will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any Department; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

8.4 The FIRM shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The FIRM shall ensure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

8.5 The FIRM shall not represent any other client if such representation would result in a conflict of interest that would violate or potentially violate Rules 1.7-1.9 of the Rules of Professional Conduct, as they may be amended from time to time. The FIRM will perform a detailed conflict of interest check prior to performing any services and, on or before the effective date of this Agreement, shall have reported the results to the Town Manager. When there is a disagreement between the parties to this Agreement as to whether or not the FIRM has or may in the foreseeable future have a conflict of interest as described above, the Town Manager's determination shall be final and dispositive of the issue. Where the Town Manager determines that the FIRM'S representation of any client constitutes a conflict of interest, as described above, the FIRM shall, within five days of the receipt of notice by the Town Manager to the FIRM, withdraw from the representation of the other client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or all relevant parties waive such conflict.

8.6 Unless the Town Manager designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected

by the FIRM, or any subcontractor, in the scope of his work under this Agreement shall be deemed to be the exclusive property of the TOWN and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

8.7 The FIRM may not enter into or retain any business relationships or enterprise in which an employee of the TOWN holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the Town Manager.

8.8 The FIRM acknowledges that the TOWN has relied upon all of FIRM's representations in its Proposal in response to the TOWN'S Solicitation for Town Attorney concerning this matter.

SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the Town Manager, the FIRM will promptly report on the status of the services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The FIRM, upon the request of the Town Manager, shall give to the Town Manager, for the TOWN'S permanent records, all original documentation, or, in the sole discretion of the Town Manager, copies thereof, filed in, or arising out of, the FIRM's performance of the services. The FIRM shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 8.4, for a period of three (3) years after the termination of this Agreement.

SECTION 10: INSURANCE

10.1 The FIRM shall secure and maintain, at no cost or expense to the TOWN, a professional liability insurance policy in a form acceptable to the TOWN, in the minimum amount of Two Million Dollars. This policy shall insure the FIRM against Actions, damages, and costs resulting from negligent acts, errors, and omissions in the work performed by the FIRM on and after the effective date of, and under the terms of, this Agreement. The FIRM may, at its election, obtain a policy containing a maximum \$100,000 deductible clause, but if so, the FIRM shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than the effective date of this Agreement, the FIRM shall furnish to the TOWN on a form or forms acceptable to the Town Manager, a Certificate of Insurance, and amendment(s) thereto, fully executed by an insurance company or companies satisfactory to the TOWN, for the insurance policy or policies required in subsection 10.1, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

SECTION 11: INDEMNIFICATION

11.1. The FIRM shall indemnify, defend and hold harmless the TOWN, and its successors and assigns, from and against all actions (pending or threatened and whether at law or in equity) in any forum, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, resulting from (1) misconduct or negligent or wrongful acts (whether of commission or omission) of the FIRM or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the FIRM while rendering professional services to the TOWN under this Agreement, or (ii) any breach or non-performance by the FIRM of any representation, warranty, duty or obligation of the FIRM under this Agreement ((i) and (ii), each and collectively, the "Acts"). The FIRM shall use counsel acceptable to the TOWN in carrying out its obligations under this Section. The FIRM's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of this Agreement.

11.2 The FIRM shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against the FIRM arising out of the work performed under this Agreement, or as a defense in any claim, unless specifically authorized to do so in writing by the Town Manager.

SECTION 12: CHANGES TO THIS AGREEMENT

12.1 The terms of this Agreement may be amended only by mutual consent of the parties, effectuated by an Amendment in writing and executed by the parties to this Agreement and approved by the Town Manager. For purposes of this Section 12, an exchange of emails is not sufficient.

12.2 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable due to lack of or insufficiency of consideration.

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the FIRM shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense: (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and, (ii) such equipment as reasonably necessary or appropriate to fully perform the services to the satisfaction of the TOWN.

13.2 The personnel shall not be employees of or have any contractual relationship with the TOWN.

13.3 All the services shall be performed by the FIRM or under its supervision, and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under State or local law to perform the applicable services.

SECTION 14: CONFIDENTIALITY

All of the reports, information, data, and other papers and materials in whatever form prepared or assembled by the FIRM under this Agreement are confidential and may be privileged. The FIRM shall not make them available to any individual or organization without the prior written approval of the Town Manager. The Town Manager shall process any request for reports, information, data, and other papers and materials prepared by the FIRM in accordance with the provisions of the Connecticut Freedom of Information Act.

SECTION 15: MISCELLANEOUS

15.1 This Agreement, its terms and conditions and claims arising therefrom shall be governed by Connecticut law, without regard to choice of law provisions.

15.2 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

15.3 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

15.4 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

15.5 The waiver of a term or condition by the Town Manager shall not: (i) entitle the FIRM to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the TOWN, not already in the Agreement, as amended, modified or superseded; or (iii) subject the TOWN to any claims.

15.6 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

15.7 Nothing in this Agreement shall be construed as a waiver or limitation of immunity of political subdivisions of the State of Connecticut by the TOWN.

15.8 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by Federal Express, UPS or similar overnight express service, in either case addressed to the parties below:

If to FIRM:

NAME: KEVIN M. DENEEN, ESQ.
FIRM: O'MALLEY, DENEEN, LEARY, MESSINA &
OSWECKI.
ADDRESS: 20 Maple Avenue, P.O. Box 504
Windsor, CT 06095
TELEPHONE: (860) 688-8505
E-MAIL: kmdeneen@omalleydeneen.com

If to the TOWN, the Town Manager, as set forth in subsection 2.1, or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

15.10 Where this Agreement provides that a decision, determination or act shall be at the direction of, to the satisfaction of, or by the Town Manager, or contains similar language, such decision, determination, act or discretion, as with all other acts and conduct of both parties in connection with this Agreement, shall be exercised reasonably and in good faith.

15.11 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

15.12 Time is of the essence in this Agreement.

15.13 If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the FIRM or the TOWN, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

15.14 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

15.15 When this Agreement provides for written approval by the Town Manager, unless otherwise specified, an exchange of emails will satisfy this requirement. Actions required to be taken by the Town Manager may be taken by a designee of the Town Manager.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement as of the day and year first above written.

FIRM: O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI

DATE

By: _____
KEVIN M. DENEEN, PARTNER
Duly Authorized

TOWN OF MANSFIELD

DATE

By: _____
MATTHEW W. HART
TOWN MANAGER

*Town of Mansfield, CT
Thursday, April 24, 2014*

Chapter C. CHARTER

Article III. The Town Council

§ C305. Town Attorney.

- A. The Town Council shall, by resolution adopted at a meeting to be held not later than one month after the Town election, appoint a Town Attorney to serve at the pleasure of the Council. The term shall commence one month after such election. The Town Attorney shall be an attorney-at-law admitted to practice in this state.
- B. The Town Attorney shall:
- (1) Appear for and protect the rights of the Town in all actions, suits or proceedings brought by or against it or any of its departments, officers, agencies, boards or commissions;
 - (2) Be the legal advisor of the Town Council, the Town Manager and all Town officers, boards and commissions in all matters affecting the Town and shall upon written request furnish them with a written opinion on any question of law involving their respective powers and duties;
 - (3) Prepare, on written request of the Manager, the Council or any member thereof, ordinances and resolutions for consideration by the Council.
 - (4) Prepare or approve forms of contracts or other instruments to which the Town is a party or in which it has an interest.
 - (5) Have power, with approval of the Council, to appeal from orders, decisions and judgments and, subject to approval of the Council, to compromise or settle any claims by or against the Town.
- C. If in special circumstances the Council deems it advisable, it may provide for the temporary employment of counsel other than the Town Attorney.
- D. The Town Attorney shall receive such compensation and shall have such clerical and other assistants, as the Council may determine, who shall be appointed and removed subject to such rules and regulations as may be adopted pursuant to this Charter.

O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI

ATTORNEYS AT LAW

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WINDSOR, CONNECTICUT 06095

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JAMES P. WELSH

THOMAS J. O'MALLEY (ret)
DONALD J. DENEEN (ret)
ANDREW G. MESSINA, JR.
(1940-2000)

January 15, 2014

Mr. Matthew W. Hart, Town Manager
Town of Mansfield
4 South Eagleville Road
Mansfield, Connecticut 06268-2599

Re: Request for Qualifications – Town Attorney/Legal Services

Dear Mr. Hart:

In response to the Request for Qualifications for Town Attorney Legal Services for the Town of Mansfield, I am pleased to transmit this letter of interest, together with our firm's resume and additional information regarding our law firm. O'Malley, Deneen, Leary, Messina & Oswecki has extensive experience in representing municipalities and other public sector entities in Connecticut both in their general legal requirements, including land use issues, and in their labor and employment issues.

O'Malley, Deneen, Leary, Messina & Oswecki is a six lawyer firm which has provided representation to municipalities, public housing authorities and other public sector clients for over forty years. As the lead attorney, Attorney Kevin Deneen will be available to the fullest extent necessary to fulfill the Town's legal needs. All members of the firm are well versed in governmental and municipal law and have developed special areas of expertise that are available to our public sector clients. As a result, all members of the firm are available and will be utilized to represent the Town in accordance with the particular question or issue at hand, with the primary responsibility of performing and overseeing the work being Attorney Kevin Deneen. A copy of our firm resume is enclosed, outlining the legal education and professional experience of the members of the firm.

The firm, or individual attorneys within the firm, has represented the Town of Windsor for over forty years. Attorney Kevin Deneen has served as the Town Attorney for the Town of Enfield since 2008. Attorney Kevin Deneen and Attorney Michael Deneen have served as Assistant Corporation Counsels representing East Hartford, and the firm has also served as Town Attorney for other municipalities, including Suffield and Granby. In addition, Attorney Kevin Deneen currently represents the Towns of Windsor, Windsor Locks, Suffield and East Granby and the Suffield Water Pollution Control Authority in regard to their labor and employment issues, and other issues as needed.

Attorney James Welsh has served as an Assistant Attorney General and Special Assistant Attorney General for almost thirty years. He has represented numerous state agencies in administrative hearings, state and federal courts. We have also represented Public Housing Authorities of Hartford, Windsor and Granby, and the Redevelopment Agencies for the Towns of Windsor Locks and Granby. Members of the Firm have served on many boards and commissions, including the Metropolitan District Commission and the predecessor to the present Bradley Airport Commission. We have litigated cases before the federal District Court for the District of Connecticut and the Superior Court for the State of Connecticut. We have argued municipal law cases before the Second Circuit Court of Appeals, the Connecticut Appellate Court and the Connecticut Supreme Court. We maintain a 'library' of prior opinions, now numbering in the hundreds, regarding issues faced by our municipal clients. Although some may be specific to the Charter or factual situation presented, this resource gives us the ability to quickly and efficiently respond to the particular question that may be raised. There are few, if any, areas of municipal law that members of the firm have not dealt with over the years.

Members of the firm have appeared before numerous state administrative agencies, including the Commission on Human Rights and Opportunities, the Freedom of Information Commission, the State Board of Labor Relations, the State Board of Mediation and Arbitration and the Attorney General's office. We have litigated cases through the American Arbitration Association as well as other private alternative dispute resolution services. We have issued literally hundreds of legal opinions to various municipalities and other public sector clients, and as noted above, we maintain our own "in house" bank of opinions as a resource.

Through our extensive experience in representing public sector clients, we have developed a philosophy that recognizes the unique demands placed on municipal and other public sector clients. It often seems that there are six thousand citizens looking over the shoulder of those in public offices, and of those who represent them. We are keenly aware of the need for accurate, timely advice to assist the municipality in achieving its goals. Despite the issues and conflicts that inevitably arise, in the end, the municipality still has a job to do, and must maintain and advance its relationship with its citizens, contractors, employees, and other stakeholders in the community. When a client presents us with a question of whether they can or can not take some specific step, we see our role as not to simply respond "yes" or "no". Rather, it is to determine what the client's goal is, and if the method presented of achieving that goal is not sound, to offer alternative means of achieving the same result. We pride ourselves on our ability to see beyond the simple (or not so simple) question presented, and our ability to respond and to assist the client in achieving their ultimate goals.

Qualifications and Experience of Principals and Associates.

Attorney Vincent Oswecki has over forty years of continuous public sector legal experience and is particularly well versed in the areas of Charter and statutory analysis, general governmental law, zoning and wetlands matters, environmental law, redevelopment procedure and tax and condemnation appeals. He has also represented the

Redevelopment Agency of the Town of Granby, and served as the Granby Town Attorney. He has represented municipalities in all aspects of their legal needs (other than bond counsel). He has acted as Special Counsel for other municipalities as his expertise has been called upon, or when the principal town attorney has a conflict. He is a member of the Municipal Law and Governmental Services Committee of the Connecticut Bar Association and the Connecticut Association of Municipal Attorneys.

Attorney Kevin Deneen has been practicing in the area of public sector and municipal law for over twenty five years and concentrates in the areas of municipal, labor and employment law, and tax assessment and lien litigation and other civil litigation. Attorney Deneen currently serves as Town Attorney for the Town of Enfield, and presently represents the towns of Windsor, East Granby, Suffield, Windsor Locks and the Town of Suffield Water Pollution Control Authority in all their labor and employment matters. He has represented the Town of East Hartford as an Assistant Corporation Counsel, concentrating Charter and statutory analysis, general contract issues and labor and employment matters. He has represented both private sector and public sector clients before the Connecticut Commission on Human Rights and Opportunities and many other state boards and commissions. Attorney Deneen has also led seminars and classes, including ethics training for police officers, as a component of the Town of Enfield Police Department accreditation process. Attorney Deneen currently serves on the Board of Directors of the Connecticut Association of Municipal Attorneys and was elected Secretary of the Board in 2013, and is a member of the Municipal Law and Governmental Services Committee of the Connecticut Bar Association.

Attorney Michael Deneen maintains his practice primarily involving civil and criminal litigation and real estate conveyancing. Attorney Deneen has also previously served as an Assistant Corporation Counsel for the Town of East Hartford. In representing the Town of East Hartford, he concentrated in all areas of civil litigation, including planning and zoning appeals, and challenges to municipal actions based on Charter provisions. He regularly appears in the Superior Court for the State of Connecticut in both the civil and criminal dockets. He has tried both jury and bench cases to verdict.

Attorney Richard Vasallo focuses his practice on real estate, land use and civil litigation matters. His practice includes extensive land use and zoning issues, including representing the Town of Windsor in extensive litigation over planning and zoning and wetlands regulation issues. He recently appeared before both the Connecticut Appellate Court and the Connecticut Supreme Court defending various land use bodies of the Town of Windsor.

Attorney James Welsh has joined our Firm after serving as an Assistant Attorney General and Special Attorney General for the State of Connecticut. He served as the lead attorney in *CARC v. Thorne* (Mansfield Training School matter), *USA v. Connecticut* (Southbury Training School) and numerous other matters. He has represented various state agencies in many different administrative concerns, and is particularly well versed in matters involving the Freedom of Information Act and the Uniform Administrative Procedure Act.

We regularly provide representation to other municipalities when called upon, or when the appointed Town Attorney has a conflict.

We have served as lead counsel for various municipalities and agencies in well over one hundred litigation matters over the years. These matters include almost every conceivable matter of municipal representation, including defending land use appeals (Planning and Zoning Commission, Inland Wetlands and Watercourses Commission, Zoning Board of Appeals, etc.), Freedom of Information litigation, contract claims, real estate tax assessment appeals, tax foreclosures and appeals from various administrative agencies, including the Freedom of Information Commission, the State Board of Mediation and Arbitration and the State Board of Labor Relations.

Client References:

Town of Windsor
275 Broad Street
Windsor, CT 06095
(860) 285-1800
Mr. Peter Souza, Town Manager

Town of Windsor Locks
50 Church Streets
Windsor Locks, CT 06095
(860) 627-1444
Mr. Stephen Wawruck, Jr., First
Selectman

Town of East Granby
9 Center Street
East Granby CT 06024
(860) 653-2576
Mr. James Hayden, First Selectman

Town of Enfield
820 Enfield Street
Enfield, CT 06082
(860) 253-6352
Matthew Coppler, Town Manager

Suffield Water Pollution Control Authority
844 East Street South
Suffield, CT 06078
(860) 668-3853
Commissioner Anne Huntington, DVM

Town of Suffield
83 Mountain Road
Suffield, CT 06078
(860) 668-3838
Edward McAnaney, First Selectman

Conflict of Interest.

We maintain a rigorous conflict of interest review process, and would not expect to have any conflicts in representing the Town. Due to the extent of our municipal representation, we generally do not represent developers and other clients who regularly appear before municipal land use boards or other municipal boards and commissions. We do not represent any clients who hold an interest in property (other than individual, residential property owners in their personal real estate financing issues) in the Town of Mansfield. Within our firm, as each new matter is received, a file is opened indicating the client name and the matter and the opposing party and attorney, if any. This information is reviewed by all attorneys in the firm to confirm that there is no conflict with any other client. In the extremely rare instance when a potential conflict is

identified, the clients are informed, and if an agreement regarding representation is not reached, the matter is referred to outside counsel. During our long history of municipal representation, we have found this to be a very rare occurrence.

Fees/Cost Containment.

We have employed differing methods of providing representation to our municipal clients according to their needs, and would be open to discussing the most appropriate means of doing so for Mansfield. We have been retained on a straight hourly rate by some municipalities, and others have been done on a set monthly retainer. We have used a blended process in representing the towns of Windsor and Enfield, where the base retainer covers all non-litigation matters, including ordinance and charter review, contract reviews, attendance and meetings and general advice. Litigation is billed on a discounted hourly basis.

We have found that this 'blended' approach allows for the most economical means of representing public sector clients. This approach allows a municipality to have a firm cap on its basic legal expenses. The fee structure includes an annual retainer (payable monthly) covering all non-litigation matters, including ordinance and charter review, contract reviews, attendance as needed and meetings, legal opinions and general advice. This would include counseling through the time a formal filing or appeal is made for administrative adjudicatory matters and labor and employment matters, including grievances and prohibited practices complaints. All litigation matters, including land use appeals and tax appeals, would be billed on an hourly basis. For labor and employment matters, the monthly retainer would include all counseling up to a demand for arbitration or the assignment of the matter for a formal hearing. Collective bargaining negotiations would be billed on the hourly basis. We propose an annual retainer in the amount of thirty five thousand (\$35,000.00) dollars, payable in equal monthly installments. Hourly charges for those services outlined above would be charged at our discounted municipal rate of one hundred seventy five (\$175.00) dollars per hour. Our normal private sector litigation rate is generally between two hundred and fifty and three hundred dollars (\$250.00- \$300.00) per hour.

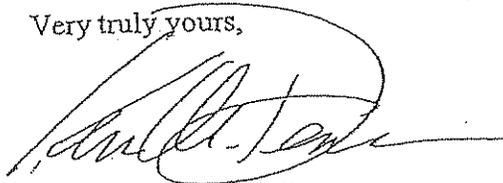
With the extensive experience we have in representing municipal clients, we are able to offer exceptional services at a reasonable cost to the municipal client. With this experience, we do not need to be constantly 'reinventing the wheel.' We do not need to use our municipal clients as a training ground for new associates or to fill an unreasonable amount of billable hours. This 'blended' approach provides the incentive for us to be efficient, accurate and timely in our response to the needs of our municipal clients. We have occupied and owned our office for over forty years, and this allows us to keep our costs low, and to pass those savings on to our clients.

All normal ancillary charges are included in our rates, including word processing, copying, etc. Costs, including marshal fees, court entry fees, appraisal fees, expert witness fees, and extraordinary copying charges would be reimbursed upon the filing of appropriate vouchers. No such costs would be incurred without the prior approval of the

Town.

We are a firm committed to providing the highest level of legal representation to our clients, in an efficient and cost effective manner. We have provided legal representation to our municipal and other public sector clients for over forty years, and have represented municipalities in both state and federal courts, and have advocated for our clients before local and state agencies. We look forward to the opportunity to work with the Town of Mansfield.

Very truly yours,



O'Malley, Deneen, Leary
Messina & Oswecki

O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI

20 Maple Avenue, P. O. Box 504
Windsor, Connecticut 06095
Telephone: (860) 688-8505
Facsimile: (860) 688-4783
Juris Number: 44526

MEMBERS OF THE FIRM

WILLIAM C. LEARY, born Windsor Locks, Connecticut, August 4, 1938; admitted to bar, 1965, Connecticut. Education: Providence College (B.A., 1960); University of Connecticut Law School (J.D., 1965). Probate Judge, 1971 to 2008. Connecticut State Legislature, 1967-1971. Chairman of Windsor Locks Police Commission, 1968-1970. Attorney for Windsor Locks Redevelopment Agency, 1970 to 2008. Greater Enfield Bar Association and Windsor Locks Lions Club President. Real Estate and Probate Law.

VINCENT W. OSWECKI, JR., born Hartford, Connecticut, May 20, 1943; admitted to bar, 1968, Connecticut; 1975, U.S. Supreme Court. Education: Trinity College (Capitol Area Scholar), (B.A., 1965); Georgetown University (J.D., 1968). Member, Windsor Board of Education, (Vice Chairman) 1970-1973. Town Attorney, Windsor, Connecticut, 1973-1985, 1987-1989 (continual experience 1969-present); Member, Board of Directors, Hartford Hospital, 1975-1980, Corporator, Hartford Hospital; Town Attorney, Granby, Connecticut, 1977-1982. Chairman, (Governor Grasso appointment) Bradley International Airport Noise Abatement Committee, 1978-1983. Attorney, Granby Redevelopment Agency, 1982-1986; MDC Commissioner, 1989-1995. Member: Hartford County and Connecticut Bar Associations; Connecticut Association of Municipal Attorneys; Connecticut Trial Lawyers Association.

MICHAEL P. DENEEN, born New York, New York, February 28, 1959; admitted to bar, 1984, Connecticut. Education: Boston College (B.A., cum laude, 1981); University of Connecticut (J.D., 1984). Member: Hartford County, Connecticut and American Bar Associations; Connecticut Trial Lawyers Association; Assistant Corporation Counsel of East Hartford (1989-1992).

KEVIN M. DENEEN, born Waterbury, Connecticut, March 15, 1960; admitted to bar, 1987, Connecticut. Education: College of the Holy Cross (B.A., cum laude, 1982); University of Connecticut (J.D., with honors, 1987). Member: Hartford County, Connecticut and American Bar Associations (Real Estate Committee; Municipal Practice Committee); Assistant Corporation Counsel of East Hartford (1989-1992); Assistant Clerk, Connecticut State Senate (1995-1996); Labor Counsel to the Town of Suffield (1988-1992, 2011-present); Labor Counsel to Town of East Granby (1994-Present); Labor Counsel to the Town of Windsor Locks (1997 to Present); Town Attorney to the Town of Enfield (2008-present); Counsel to Jodi Rell, Governor's Election Committee. Member, Connecticut Bar Association; Connecticut Association of Municipal Attorneys; Board of Directors of Connecticut Association of Municipal Attorneys, 2011- present, Secretary of Board of Directors, 2013- present.

RICHARD A. VASSALLO, born Hartford, Connecticut, January 11, 1963, admitted to bar, 1989, Connecticut; 1992 United States Tax Court, 1995 United States Court of Appeals. Education: University of Connecticut (B.S. 1985); Western New England College School of Law (J.D. 1989) Managing Editor and Law Review for Western New England School of Law (1987-1989); Organizing Member, Windsor Education Foundation, Inc., a 501(c) (3) non-profit corporation (2007-present).

JAMES P. WELSH, born in Orange, New Jersey, September 15, 1958; admitted to the bar, 1984. Education: Southern Connecticut State University (B.S., cum laude, 1980); University of Connecticut (J.D., 1984), Trinity College (M.A., 1984); Legislative Liaison and Staff Attorney, State Office of Protection & Advocacy (1982-1985); Assistant Attorney General (1985-2000); Legal Director, Connecticut Department of Developmental Services and Special Assistant Attorney General (2000-2013); Member and Chairman, Town of Windsor Board of Ethics (2009-present).



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MwH*
Cc: Maria Capriola, Assistant Town Manager; Cherie Trahan, Finance Director; Amy Meriwether, Accounting Manager
Date: May 12, 2014
Re: WPCA, FY 2013/14 Willimantic Sewer Budget

Subject Matter/Background

Attached is the Proposed FY 2013/14 Willimantic Sewer Budget. Mansfield contracts with the Town of Windham for sewer service for those Mansfield residents connected to the Windham Water Pollution Control Facility (WPCF). In addition to customary sewer charges, Mansfield would make payments averaging \$19,530 per quarter to Windham for Mansfield's flow proportionate share of the WPCF plant upgrade. Mansfield bills Mansfield customers a fee that is appropriate to fund the budget.

The Finance Committee will review this item at its meeting on May 1, 2014.

Financial Impact

This proposed budget anticipates a six percent increase in revenue to fund customary charges and the quarterly payments Mansfield pays to Windham for Mansfield share of the plant upgrade. Based on the budget, we estimate that on June 30, 2014 retained earnings would be reduced from \$335,342 to \$302,270, which represents a sufficient balance for fund of this type and size.

Recommendation

If the Town Council acting as the Water Pollution Control Authority (WPCA) approves the budget as proposed, the following motion would be in order:

Move, effective May 12, 2014, to adopt the FY 2013/14 Willimantic Sewer Budget as prepared by town staff.

Attachments

- 1) Willimantic Sewer Enterprise Fund Estimated Budget

TOWN OF MANSFIELD
WILLIMANTIC SEWER ENTERPRISE FUND ESTIMATED BUDGET

	<u>2012/13</u> Actual	<u>2013/14</u> Proposed
OPERATING REVENUES:		
Sewer Charges	\$179,775	\$199,040
Other Revenues	<u>2,482</u>	<u>2,378</u>
Total Operating Revenues	<u>182,257</u>	<u>201,418</u>
OPERATING EXPENSES:		
Sewer Billings	133,672	142,100
Purchased Services & Supplies	2,358	3,290
Windham Sewage Treatment Plant Upgrade	76,306	74,830
Depreciation	<u>14,273</u>	<u>14,270</u>
Total Operating Expenses	<u>226,609</u>	<u>234,490</u>
Operating Income/(Deficit)	(44,352)	(33,073)
Retained Earnings, July 1 (restated)	<u>379,694</u>	<u>335,342</u>
Retained Earnings, June 30	<u><u>\$335,342</u></u>	<u><u>\$302,270</u></u>



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
Cc: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance
Date: May 12, 2014
Re: Appointment of Auditor to Conduct Financial Audit for Fiscal Year 2013/14

Subject Matter/Background

Sections 7-392(c) and 4-232 of the Connecticut General Statutes, as amended, require that each municipality annually designate an independent public accounting firm to audit the books and accounts of that government. This audit was performed last year by Blum Shapiro & Company, P.C., as the second year of a three-year contract (with an option to extend to five years).

Financial Impact

Funds are included in the Council's Adopted FY2014/15 budget to cover the audit fees of \$45,000.

Recommendation

If the Finance Committee wishes to recommend the appointment to the Town Council, the following motion is in order:

Move, effective May 1, 2014 to appoint Blum Shapiro and Company, P.C. as the auditing firm for the Town of Mansfield for Fiscal Year 2013/14.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance
Date: May 12, 2014
Re: Financial Statements Dated March 31, 2014

Subject Matter/Background

Enclosed please find the third quarter financial statements for the period ending March 31, 2014. The Finance Committee will review this item at its May 12th meeting.

Recommendation

If the Finance Committee recommends acceptance of the financial statements, the following motion is in order:

Move, to accept the Financial Statements dated March 31, 2014.

Attachments

- 1) Financial Statements Dated March 31, 2014

Town of Mansfield

Quarterly Financial Report

(For the Quarter Ending March 31, 2014)

Finance Department
Cherie Trahan
Director of Finance
May 12, 2014

Town of Manfield

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Town of Mansfield		Memorandum
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To: Mansfield Town Council
From: Cherie Trahan, Director of Finance
Date: May 12, 2014
Subject: Financial Report

Attached please find the financial report for the quarter ending March 31, 2014.

Overview – General Fund Budget

Revenues

Tax Collections

The total collection rate through March 31, 2014 is 98.1%, as compared to 97.7% through March 31, 2013. Real estate collections, which account for approximately 85% of the levy, are 98.4% as compared to 98.1% for last year. Collections in motor vehicles are 95.3% as compared to 93.3% at March 31, 2013.

Licenses and Permits

Conveyance taxes received are \$101,667 or 67.78% of the annual budget. Building permits received (Excl. Storrs Center) are \$150,122 or 88.31% of the annual budget.

Federal Support for General Government

No change from the budget at this time.

State Support for Education

There has been no change in the ECS or Transportation grant estimates from the State at this point. The ECS grant is scheduled to be paid as follows: 25% October 31st, 25% January 31st; balance April 30th. To date we have received the October 31st and January 31st payment related to the ECS grant, totaling \$5,084,180. The Transportation grant is scheduled to be paid April 30th. No payment has been received as of May 6, 2014.

State Support for General Government

The Pilot grant is by far the largest single grant within this category. It is budgeted at \$6,601,680 and we have received \$6,784,862 or \$183,182 more than budget. State Revenue Sharing received to date is \$281,154. We have received \$631,979 for the municipal adjustment grant or \$383,159 more than budgeted.

Charges for Services

Charges for services are primarily fixed by contract and are normally received during the year. The primary exceptions are: Recording, where we have received \$42,972 or 71.62% of budget and Police Services which are based on expenditures.

Fines and Forfeitures

No major change expected from budget.

Miscellaneous

This area is primarily interest income and the telecommunications service payment. Total interest income through March 31, 2014 is \$11,380 as compared to \$16,175 for the same period last year. STIF interest rate for March 2014 is 0.16% as compared to 0.12% for March 2013.

Expenditures

Town Expenditures

Anticipated expenditure concerns at this time include the following potential over expenditures:

- Fee Waivers \$40,000
- Resident State Trooper Program \$35,000
- Fire Salaries \$55,000

Day Care Fund

The Day Care Fund ended the second quarter with expenditures exceeding revenues by \$8,472. Fund balance at July 1, 2013 of \$302,829 decreased to \$294,357 at March 31, 2014.

Cafeteria Fund

Expenditures exceeded revenues by \$44,439 for the period. Fund balance at July 1, 2013 decreased from \$426,068 to \$381,629 at March 31, 2014. This is partially due to the purchase of equipment and the settlement of the custodian contract.

Recreation Program Fund

The Recreation Program Fund ended the period with revenues exceeding expenditures by \$243,885. Fund Balance increased from \$156,126 to \$400,011. This will be drawn down as expenses are met.

Capital Non-Recurring Fund

The Pequot/Mohegan Grant was budgeted at \$206,280. The current estimate from the State is \$229,233 or \$22,953 more than budget.

Debt Service Fund

Fund Balance increased from \$62,345 on July 1, 2013 to \$307,324 at March 31, 2014. This will be drawn down as principal and interest payments are made throughout the year.

Enterprise/Internal Service Funds

Solid Waste Fund

Revenues exceeded expenditures by \$142,955. Retained Earnings increased from \$222,026 at July 1, 2013 to \$364,981 at March 31, 2014.

Health Insurance Fund (Town of Mansfield, Mansfield BOE, and Region 19 BOE)

Expenditures exceeded revenues through the second quarter by \$621,595. Fund Equity decreased from \$3,584,310 (including contributed capital) at July 1, 2013 to \$3,184,310 at March 31, 2014. Claims through March have averaged \$560,144 as compared to \$521,892 for the prior year. To be considered fully funded, the Health Insurance Fund needs to maintain a fund balance of \$2.3 million.

Worker's Compensation Fund

Operating revenues exceeded expenditures by \$4,216 through the second quarter. Retained Earnings increased from \$9,171 to \$13,387 at March 31, 2014.

Management Services Fund

Management Services Fund expenditures through March 31, 2014 exceeded revenues by \$215,578. Fund Balance decreased from \$2,389,474 at July 1, 2013 to \$2,173,896 at March 31, 2014. This is simply a timing issue and not an expenditure or revenue concern.

Cemetery Fund

Retained earnings in the Cemetery Fund decreased from \$273,361 at July 1, 2013 to \$255,262 at March 31, 2014. The major costs for this fund are mowing and cemetery maintenance.

Long Term Investment Pool

The pool experienced a \$24,848 increase in the market value of its portfolio for the period July 1, 2013 to March 31, 2014.

Eastern Highlands Health District

Operating expenditures exceeded revenues by \$64,928 and Fund Balance decreased from \$355,251 to \$290,323.

Mansfield Downtown Partnership

Operating expenditures exceeded revenues by \$13,149 through March 31, 2014, and Fund Balance decreased from \$290,603 to \$277,454.

**Town of Mansfield
Trial Balance - General Fund
March 31, 2014**

	<u>DR</u>	<u>CR</u>
Cash Equivalent Investments	\$ 11,735,661	\$ -
Working Cash Fund	3,300	-
Accounts Receivable	6,326	-
Taxes Receivable - Current	554,852	-
Taxes Receivable - Delinquent	439,392	-
Accounts and Other Payables	-	353,540
Refundable Deposits	-	162,298
Deferred Revenue - Taxes	-	839,131
Encumbrances Payable - Prior Year	-	424,901
Liquidation - Prior Year Encumbrances	284,138	-
Fund Balance - Undesignated	-	2,823,216
Actual Expenditures	33,089,412	-
Actual Revenues	-	41,509,994
Total	\$ <u>46,113,081</u>	\$ <u>46,113,081</u>

Town of Mansfield
Day Care Fund - Combined Program
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	Budget		2014		2013
	2013/14				
Revenues					
Intergovernmental - Nat'l School Lunch	\$ 37,348	\$	20,159	\$	21,735
Intergovernmental - Day Care Grant	319,119		248,574		251,784
School Readiness Grant	36,048		13,518		24,032
UConn	78,750		78,750		78,750
Fees	887,000		562,261		596,884
Subsidies	42,500		37,360		35,313
Total Revenues	1,400,765		960,623		1,008,498
Expenditures					
Administrative	196,136		148,447		126,632
Direct Program	1,063,940		725,898		732,304
Purchased Property Services	18,250		11,216		12,218
Repairs & Maintenance	6,500		2,257		6,028
Insurance	10,840		8,126		3,186
Other Purchased Services	11,150		8,571		7,409
Food Service Supplies	39,250		25,562		28,672
Energy	36,000		27,000		21,375
Supplies & Miscellaneous	16,850		11,279		9,052
Equipment	750		738		738
Total Expenditures	1,399,666		969,095		947,615
Excess (Deficiency) of Revenues	1,099		(8,472)		60,883
Fund Balance, July 1	302,829		302,829		252,152
Fund Balance plus Cont. Capital, Mar 31	\$ 303,928	\$	294,357	\$	313,035

**Town of Mansfield
Cafeteria Fund
Balance Sheet
March 31, 2014**
(with comparative totals for March 31, 2013)

	2014	2013
Assets		
Cash and Cash Equivalents	\$ 365,629	\$ 382,966
Inventory	16,001	15,568
Total Assets	381,629	398,535
 Liabilities and Fund Balance		
Liabilities		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	381,629	398,535
Total Liabilities and Fund Balance	\$ 381,629	\$ 398,535

Town of Mansfield
Cafeteria Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>Budget</u> <u>2013/14</u>	<u>2014</u>	<u>2013</u>
Revenues			
Intergovernmental	\$ 283,236	\$ 169,307	\$ 159,384
Sales of Food	600,950	423,214	438,561
Other	58,000	39,804	42,739
Total Revenues	<u>942,186</u>	<u>632,326</u>	<u>640,683</u>
Expenditures			
Salaries & Benefits	572,284	420,911	385,617
Food & Supplies	299,760	224,140	226,630
Professional & Technical	2,550	2,550	-
Equipment - Other	10,200	22,606	949
Equipment Repairs & Contracts	2,000	6,559	264
Total Expenditures	<u>886,794</u>	<u>676,765</u>	<u>613,460</u>
Excess (Deficiency) of Revenues	55,392	(44,439)	27,223
Fund Balance, July 1	<u>426,068</u>	<u>426,068</u>	<u>371,312</u>
Fund Balance plus Cont. Capital, Mar 31	<u>\$ 481,460</u>	<u>\$ 381,629</u>	<u>\$ 398,535</u>

**Town of Mansfield
Parks and Recreation
Balance Sheet
March 31, 2014**
(with comparative totals for March 31, 2013)

	<u>2014</u>	<u>2013</u>
Assets		
Cash and Cash Equivalents	\$ 400,011	\$ 234,542
Total Assets	<u>400,011</u>	<u>234,542</u>
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	-	-
Total Liabilities	<u>-</u>	<u>-</u>
Fund Balance	<u>400,011</u>	<u>234,542</u>
Total Liabilities and Fund Balance	<u>\$ 400,011</u>	<u>\$ 234,542</u>

**Town of Mansfield
Parks and Recreation
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)**

	<u>Budget 2013/14</u>	<u>2014</u>	<u>2013</u>
Revenues			
Membership Fees	\$ 876,000	\$ 613,896	\$ 658,321
Program Fees	744,030	593,878	588,819
Fee Waivers	125,000	125,000	-
Daily Admission Fees	59,500	44,789	41,411
Rent - Facilities/Parties	27,300	18,847	12,819
Employee Wellness	20,160	-	-
Rent - E.O. Smith	14,000	5,000	-
Contributions	4,000	2,208	2,990
Sale of Merchandise	3,500	2,764	2,558
Sale of Food	3,400	-	2,773
Other	3,900	3,738	2,500
Total Revenues	<u>1,880,790</u>	<u>1,410,120</u>	<u>1,312,192</u>
Operating Transfers			
General Fund - Recreation Administrative	317,000	317,000	321,700
General Fund - Community Programs	75,000	75,000	75,000
CNR Fund - Bicent. Pond	25,000	25,000	25,000
CNR Fund - Teen Center	25,000	25,000	25,000
Total Operating Transfers	<u>442,000</u>	<u>442,000</u>	<u>446,700</u>
Total Rev & Oper Transfers	<u>2,322,790</u>	<u>1,852,120</u>	<u>1,758,892</u>
Expenditures			
Salaries & Wages	1,338,730	969,268	933,149
Benefits	260,120	183,214	180,033
Professional & Technical	142,600	99,103	105,857
Purchased Property Services	33,700	15,572	15,729
Repairs & Maintenance	26,000	29,728	23,854
Other Purchased Services/Rentals	149,000	85,351	112,722
Other Supplies	7,320	5,095	6,512
Energy	144,000	108,000	108,000
Building Supplies	47,350	35,289	38,751
Recreation Supplies	99,450	72,108	64,928
Equipment	60,880	5,508	51,258
Total Expenditures	<u>2,309,150</u>	<u>1,608,235</u>	<u>1,640,791</u>
Excess (Deficiency) of Revenues	13,640	243,885	118,100
Fund Balance, July 1	<u>156,126</u>	<u>156,126</u>	<u>116,442</u>
Fund Balance, Mar 31	<u>\$ 169,766</u>	<u>\$ 400,011</u>	<u>\$ 234,542</u>

Town of Mansfield
 Capital and Nonrecurring Reserve Fund Budget
 Estimated Revenues, Expenditures and Changes in Fund Balance
 Fiscal Year 2014/15

	FY 11/12 Actual	FY 12/13 Actual	FY 13/14 Adopted	FY 13/14 Estimated	FY 14/15 Proposed	FY 15/16 Projected	FY 16/17 Projected	FY 17/18 Projected	FY 18/19 Projected
Sources:									
General Fund Contribution	\$ 561,000	\$ 1,349,886	\$ 1,325,550	\$ 1,325,550	\$ 1,599,880	\$ 1,700,000	\$ 1,750,000	\$ 1,800,000	\$ 1,800,000
Board Contribution									
Ambulance User Fees	251,085	255,627	300,000	310,000	300,000	300,000	300,000	300,000	300,000
Other		18,806							
Insurance Refund		603,077							
Sewer Assessments	-	912	500	912	500	500	500	500	500
Pequot Funds	211,700	231,700	206,280	205,985	232,978	232,978	232,978	232,978	232,978
Total Sources	1,023,785	2,460,008	1,832,330	1,842,447	2,133,358	2,233,478	2,283,478	2,333,478	2,333,478
Uses:									
Operating Transfers Out:									
Management Services Fund	175,000	175,000	175,000	175,000	200,000	200,000	200,000	200,000	200,000
Property Tax Revaluation Fund	25,000	25,000	25,000	25,000					
Capital Fund	718,566	1,495,496	1,474,540	1,484,160	1,650,000	1,800,000	1,850,000	1,900,000	1,900,000
Capital Fund - Storrs Center Reserve		119,816	123,760	123,760	228,600	228,600	228,600	228,600	228,600
Capital Fund - Replacement Fire Truck		600,000							
Parks & Recreation Operating Subsid	50,000								
Compensated Absences Fund	55,000	58,000	36,000	36,000	36,000				
Total Uses	1,023,566	2,473,312	1,834,300	1,843,920	2,114,600	2,228,600	2,278,600	2,328,600	2,328,600
Excess/(Deficiency)	219	(13,304)	(1,970)	(1,473)	18,758	4,878	4,878	4,878	4,878
Fund Balance/(Deficit) July 1	13,203	13,422	118	118	(1,355)	17,403	22,281	27,159	32,037
Fund Balance, June 30	\$ 13,422	\$ 118	\$ (1,852)	\$ (1,355)	\$ 17,403	\$ 22,281	\$ 27,159	\$ 32,037	\$ 36,915

General Government

Revenues

Expenses

Account and Description	Revenues			Expenses			
	Adjusted Budget	Received	Balance	Adjusted Budget	Encumbrance	Expenses	Balance
81103 Landscape Public Buildings	9,998	9,998	-	9,998	-	9,998	-
81611 Pool Cars	80,784	80,784	-	80,784	-	82,784	(2,000)
81820 Financial Software	320,800	320,800	-	320,800	-	268,549	52,250
81821 Fiber Connection to Fire Stations	49,600	49,600	-	49,600	-	49,600	-
81822 Town Clerk Imaging/Mgmt System	19,863	19,863	-	19,863	-	19,863	-
81919 Strategic Planning Study	185,000	185,000	-	185,000	-	173,550	11,450
86291 Technology Infrastructure - Schools	200,000	200,000	-	200,000	737	152,136	47,127
86292 School Security Competitive Grant	133,828	-	133,828	133,828	-	61,737	72,091
Total General Government:	999,873	866,045	133,828	999,873	737	818,217	180,919

Community Development

Revenues

Expenses

Account and Description	Revenues			Expenses			
	Adjusted Budget	Received	Balance	Adjusted Budget	Encumbrance	Expenses	Balance
83530 Four Corners Sewer/Water Impro	680,000	480,000	200,000	680,000	172,508	306,422	201,070
84103 Storrs Center Reserve	1,772,460	2,319,811	(547,351)	1,772,460	528	2,089,526	(317,595)
84122 Improvements Storrs Rd Urban	2,500,000	808,059	1,691,941	2,500,000	183,665	2,101,681	214,655
84123 Streetscape/Ped.Improv. DOT	1,474,800	302,000	1,172,800	1,474,800	17,416	485,368	972,016
84124 Imprvmnts StorrsRd DOT/Lieber	2,250,000	1,506,460	743,540	2,250,000	-	2,262,155	(12,155)
84125 StorrsCtr Inter Transp CtrDesign	612,500	310,615	301,885	612,500	-	343,283	269,217
84126 Parking Garage Transit Hub	10,000,000	11,000,511	(1,000,511)	10,000,000	105,150	11,709,313	(1,814,462)
84127 DECD STEAP#2 Pha1A+Dog Lane C	500,000	486,461	13,539	500,000	-	500,000	-
84129 Omnibus Budget Bill Feb2009	552,000	467,400	84,600	552,000	5,224	735,289	(188,512)
84130 Bus Facilities Program (FTA)	6,175,000	4,098,563	2,076,437	6,175,000	82,048	5,541,415	551,537
84131 DECD STEAP 4 Village Street Utilitie	500,000	279,779	220,221	500,000	173,256	329,464	(2,720)
84132 Leyland/EDR Infrastructure (\$3M)	3,000,000	2,244,276	755,724	3,000,000	108,972	2,569,477	321,551
84133 DECD Brownfield Remediation	450,000	-	450,000	450,000	-	6,746	443,254
84134 Future Projects - Local Share	40,000	40,000	-	40,000	-	-	40,000
84135 Town Square	-	477,600	(477,600)	-	219,083	44,157	(263,239)
84136 Main Street Investment Grant	500,000	-	500,000	500,000	192,105	287,278	20,617
84170 HUD Community Challenge Grant	413,060	349,979	63,081	413,060	206,150	345,504	(138,594)
Total Community Development:	31,419,820	25,171,515	6,248,305	31,419,820	1,466,104	29,657,077	296,639

Capitla Projects of May 6, 2014
Public Safety

Revenues

Expenses

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
82801 Fire & Emerg Serv Comm Equipmen	40,000	40,000	-	40,000	3,399	-	36,601
82819 Vehicle Key Boxes	7,500	7,500	-	7,500	-	7,392	108
82822 Forestry 307 Chassis Changeover	30,000	30,000	-	30,000	-	30,000	-
82823 Rescue Equipment	18,000	18,000	-	18,000	-	15,202	2,798
82824 Fire Hose	28,000	28,000	-	28,000	-	10,867	17,133
82825 Ambulance 607 11/12	210,000	-	210,000	210,000	-	213,381	(3,381)
82826 SCBA Air Tanks	50,000	50,000	-	50,000	-	49,748	252
82827 Fire Personal Protective Equipment	56,000	56,000	-	56,000	-	18,918	37,083
82828 Replacement 78MF	32,974	32,974	-	32,974	-	32,974	-
82829 Replacement ET507	200,000	200,000	-	200,000	-	-	200,000
82830 Thermal Imager Cameras	20,000	20,000	-	20,000	-	19,500	500
82831 Replacement 20MF	34,000	34,000	-	34,000	-	34,000	-
82832 ET207 Fire Truck Replacement	603,077	603,077	-	603,077	605,868	-	(2,791)
82902 Fire Ponds	48,500	48,500	-	48,500	-	34,574	13,926
Total Public Safety:	1,378,051	1,168,051	210,000	1,378,051	609,267	466,557	302,227

Community Services

Revenues

Expenses

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
85102 BCP Restroom Improvements	13,000	13,000	-	13,000	-	4,500	8,500
85104 Lions Club Park	566,000	566,000	-	566,000	-	566,000	-
85105 Open Space Purchase	3,369,389	3,369,355	34	3,369,389	-	3,193,196	176,193
85107 Open Space - Bonded	1,040,000	-	1,040,000	1,040,000	-	46,900	993,100
85804 Community Center Equipment	335,200	335,200	-	335,200	-	323,064	12,136
85806 Skate Park	40,000	40,000	-	40,000	1,434	38,566	-
85808 Comm Center Locker Room Ventilator	27,917	27,917	-	27,917	-	27,917	-
85811 Playscapes New/Replacements	100,000	100,000	-	100,000	-	50,203	49,797
85812 Comm Center Facility Upgrades	30,000	30,000	-	30,000	-	29,103	897
85816 Park Improvements	271,795	271,795	-	271,795	3,566	264,338	3,891
85824 Playscape Resurfacing	57,000	57,000	-	57,000	-	55,530	1,470
85835 WHIP Grants-MHP EGVP OSHF	9,200	9,200	-	9,200	-	-	9,200
Total Community Services:	5,859,501	4,819,467	1,040,034	5,859,501	5,000	4,599,317	1,255,184

Facilities Management

Revenues

Expenses

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
82205 Boiler/Heat/Plumbing - Fire	39,849	39,849	-	39,849	-	39,849	-
86106 New Wells - Schools	1,172,656	1,172,656	-	1,172,656	-	1,172,656	-
86260 Maintenance Projects	819,391	819,391	-	819,391	6,011	785,904	27,476
86278 Four School Renovation Project	287,069	137,069	150,000	287,069	-	287,069	-
86284 MMS Heating Alterations	4,507,868	4,507,869	(1)	4,507,868	-	4,507,868	-
86285 MMS Asbestos Removal 2007	44,559	44,559	-	44,559	-	44,559	-
86286 MMS Carpet Replacement	23,397	23,397	0	23,397	-	23,397	-
86290 Roof Repairs	219,900	219,900	-	219,900	-	204,526	15,374
86292 School Building Maintenance	200,000	200,000	-	200,000	54,387	137,137	8,476
86293 Security Improvements	65,000	65,000	-	65,000	-	-	65,000
86294 Vault Climate Control	10,000	10,000	-	10,000	-	-	10,000
86295 Emergency Generators	50,000	50,000	-	50,000	44,345	-	5,655
86296 Oil Tank Repairs	40,000	40,000	-	40,000	-	1,950	38,050
Total Facilities Management:	7,479,690	7,329,690	149,999	7,479,690	104,743	7,204,916	170,031

Captial Projects of May 6, 2014

Public Works

Revenues

Expenses

<u>Account and Description</u>	<u>Revenues</u>			<u>Expenses</u>			
	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
83101 Tree Replacement	42,500	42,500	-	42,500	-	15,612	26,888
83219 Salt Storage Building	250,000	250,000	-	250,000	-	231,145	18,855
83302 Sm Bridges & Culverts	329,084	329,084	-	329,084	-	278,569	50,515
83303 Large Bridge Maintenance	551,286	551,286	-	551,286	-	480,862	70,424
83306 Stone Mill Bridge	1,716,350	1,036,477	679,873	1,716,350	31,348	1,097,953	587,050
83308 Town Walkways/Transp Enhancemnt	815,366	806,085	9,281	815,366	4,704	828,616	(17,953)
83309 Laurel Lane Bridge	1,340,600	842,749	497,851	1,340,600	30,941	1,236,827	72,832
83401 Road Drainage	558,811	559,840	(1,029)	558,811	-	408,423	150,388
83510 Guard Rails	49,197	49,197	-	49,197	-	32,822	16,375
83524 Road Resurfacing	3,313,810	3,147,953	165,857	3,313,810	-	3,070,313	243,497
83527 Hunting Lodge Rd Walkway 0809	90,719	90,719	-	90,719	-	90,719	-
83531 North Eagleville Walkway	245,540	1,350	244,190	245,540	234,940	913	9,686
83601 Pickup Mounted Sign	10,000	10,000	-	10,000	-	-	10,000
83636 LARGE DUMP TRUCK 11/12	167,192	21,229	145,963	167,192	-	167,192	-
83637 Small Dump Truck & Sander 11/12	46,901	1,710	45,191	46,901	-	46,901	-
83639 Large Dump Trucks	265,000	265,000	-	265,000	74,629	93,357	97,014
83640 Gas Pumps	15,000	15,000	-	15,000	-	-	15,000
83641 Mowers & Attachments	65,000	65,000	-	65,000	-	57,998	7,002
83642 WINCOG Equipment - Regional	15,000	15,000	-	15,000	-	15,319	(319)
83729 Snowplows	26,500	26,500	-	26,500	-	26,137	363
83733 Storrs Center Equipment	100,000	113,140	(13,140)	100,000	-	65,045	34,955
83911 Engineering Cad Upgrades	183,500	183,500	-	183,500	-	171,310	12,190
83917 GPS Units - Additional Units	15,000	-	15,000	15,000	345	10,472	4,183
Total Public Works:	10,212,356	8,423,319	1,789,038	10,212,356	376,908	8,426,505	1,408,944

Revenue/Expenditure Summary

Revenues

Expenses

<u>Account and Description</u>	<u>Revenues</u>			<u>Expenses</u>			
	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
General Government	999,873	866,045	133,828	999,873	737	818,217	180,919
Community Development	31,419,820	25,171,515	6,248,305	31,419,820	1,466,104	29,657,077	296,639
Public Safety	1,378,051	1,168,051	210,000	1,378,051	609,267	466,557	302,227
Community Services	5,859,501	4,819,467	1,040,034	5,859,501	5,000	4,599,317	1,255,184
Facilities Management	7,479,690	7,329,690	149,999	7,479,690	104,743	7,204,916	170,031
Public Works	10,212,356	8,423,319	1,789,038	10,212,356	376,908	8,426,505	1,408,944
Grand Total:	\$ 57,349,290	\$ 47,778,086	\$ 9,571,204	\$ 57,349,290	\$ 2,562,758	\$ 51,172,588	\$ 3,613,944

Town of Mansfield
Debt Service Fund
Balance Sheet
March 31, 2014
 (with comparative totals for March 31, 2013)

	2014	2013
Assets		
Cash and Cash Equivalents	\$ 307,324	\$ 605,936
Total Assets	307,324	605,936
 Liabilities and Fund Balance		
Liabilities		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	307,324	605,936
Total Liabilities and Fund Balance	\$ 307,324	\$ 605,936

Town of Mansfield
Debt Service Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>Budget</u> <u>2013/14</u>	<u>2014</u>	<u>2013</u>
Revenues			
Bond Proceeds	\$ -	\$ -	\$ -
Interest Income	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>
Operating Transfers			
General Fund	<u>675,000</u>	<u>675,000</u>	<u>825,000</u>
Total Operating Transfers	<u>675,000</u>	<u>675,000</u>	<u>825,000</u>
Total Rev & Oper Trans	<u>675,000</u>	<u>675,000</u>	<u>825,000</u>
Expenditures			
Principal Payments	528,181	329,580	180,724
Interest Payments	<u>107,469</u>	<u>100,441</u>	<u>117,771</u>
Total Expenditures	<u>635,650</u>	<u>430,021</u>	<u>298,496</u>
Excess (Deficiency) of Revenues	39,350	244,979	526,505
Fund Balance, July 1	<u>62,345</u>	<u>62,345</u>	<u>79,431</u>
Fund Balance plus Cont. Capital, Mar 31	<u>\$ 101,695</u>	<u>\$ 307,324</u>	<u>\$ 605,936</u>

**Town of Mansfield
Debt Service Fund
Estimated Revenues, Expenditures and Changes in Fund Balance**

	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
	Actual	Actual	Actual	Estimated	Projected	Projected	Projected	Projected	Projected
Revenues:									
Bonds	\$ 133,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income	55,542	-	-	-	-	-	-	-	-
Interest on Unspent Balance	-	1,285	-	-	-	-	-	-	-
Total Revenues	188,542	1,285	-	-	-	-	-	-	-
Operating Transfers In - General Fund	760,000	825,000	825,000	675,000	350,000	300,000	300,000	300,000	275,000
Operating Transfers In - CNR Fund	150,000	-	-	-	-	-	-	-	-
Operating Transfers In - MS Fund	-	-	-	-	-	-	-	-	-
Total Revenues and Operating Transfers In	1,098,542	826,285	825,000	675,000	350,000	300,000	300,000	300,000	275,000
Expenditures:									
Principal Retirement	455,000	460,000	460,000	145,000	-	-	-	-	-
Interest	64,765	45,656	25,900	5,220	-	-	-	-	-
Principal Retirement - GOB 2011	-	-	-	220,000	220,000	220,000	220,000	220,000	220,000
Interest - GOB 2011	-	91,706	93,525	93,525	86,925	80,325	73,725	67,125	60,525
Lease Purchase - Co-Gen/Pool Covers	64,129	78,134	78,134	-	-	-	-	-	-
Lease Purchase - CIP Equip 08/09	113,886	113,886	113,886	113,886	-	-	-	-	-
Lease Purchase - CIP Equip 09/10	87,617	87,617	70,641	70,641	70,641	-	-	-	-
Financial/Issuance Costs	110,206	-	-	-	-	-	-	-	-
Total Expenditures	895,603	876,999	842,086	648,272	377,566	300,325	293,725	287,125	280,525
Revenues and Other Financing Sources Over/(Under) Expend	202,939	(50,714)	(17,086)	26,728	(27,566)	(325)	6,275	12,875	(5,525)
Fund Balance, July 1	(72,794)	130,145	79,431	62,345	89,073	61,507	61,182	67,457	80,332
Fund Balance, June 30	\$ 130,145	\$ 79,431	\$ 62,345	\$ 89,073	\$ 61,507	\$ 61,182	\$ 67,457	\$ 80,332	\$ 74,807

**Town of Mansfield
Debt Service Fund
Estimated Revenues, Expenditures and Changes in Fund Balance**

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>
	<u>Projected</u>						
Revenues:							
Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income	-	-	-	-	-	-	-
Interest on Unspent Balance	-	-	-	-	-	-	-
Total Revenues	-						
Operating Transfers In - General Fund	275,000	275,000	250,000	250,000	250,000	250,000	200,000
Operating Transfers In - CNR Fund	-	-	-	-	-	-	-
Operating Transfers In - MS Fund	-	-	-	-	-	-	-
Total Revenues and Operating Transfers In	275,000	275,000	250,000	250,000	250,000	250,000	200,000
Expenditures:							
Principal Retirement	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-
Principal Retirement - GOB 2011	220,000	220,000	220,000	220,000	220,000	220,000	200,000
Interest - GOB 2011	53,925	47,325	40,725	33,850	25,600	16,800	8,000
Lease Purchase - Co-Gen/Pool Covers	-	-	-	-	-	-	-
Lease Purchase - CIP Equip 08/09	-	-	-	-	-	-	-
Lease Purchase - CIP Equip 09/10	-	-	-	-	-	-	-
Financial/Issuance Costs	-	-	-	-	-	-	-
Total Expenditures	273,925	267,325	260,725	253,850	245,600	236,800	208,000
Revenues and Other Financing Sources Over/(Under) Expend	1,075	7,675	(10,725)	(3,850)	4,400	13,200	(8,000)
Fund Balance, July 1	74,807	75,882	83,557	72,832	68,982	73,382	86,582
Fund Balance, June 30	<u>\$ 75,882</u>	<u>\$ 83,557</u>	<u>\$ 72,832</u>	<u>\$ 68,982</u>	<u>\$ 73,382</u>	<u>\$ 86,582</u>	<u>\$ 78,582</u>

Town of Mansfield
Solid Waste Disposal Fund
Balance Sheet
March 31, 2014
(with comparative totals for March 31, 2013)

	2014	2013
Current Assets		
Cash and Cash Equivalents	\$ 419,229	\$ 350,481
Accounts Receivable, net	10,009	30,000
Total Current Assets	429,238	380,481
Fixed Assets		
Land	8,500	8,500
Buildings & Equipment	565,138	565,138
Less: Accumulated Depreciation	(513,943)	(504,408)
Total Fixed Assets	59,695	69,230
Total Assets	488,933	449,711
Liabilities and Retained Earnings		
Current Liabilities		
Accounts Payable	715	1,406
Accrued Compensated Absences	10,930	14,852
Refundable Deposits	24,307	23,200
Total Current Liabilities	35,952	39,458
Long-Term Liabilities		
Landfill Postclosure Costs	88,000	92,000
Total Long-Term Liabilities	88,000	92,000
Total Liabilities	123,952	131,458
Retained Earnings	364,981	318,252
Total Liabilities and Fund Balance	\$ 488,933	\$ 449,711

Town of Mansfield
Solid Waste Disposal Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>Budget</u> <u>2013/14</u>	<u>2014</u>	<u>2013</u>
Revenues			
Transfer Station Fees	\$ 115,000	\$ 84,408	\$ 81,609
Garbage Collection Fees	948,000	777,253	736,059
Sale of Recyclables	8,000	4,115	5,226
Other Revenues	-	8,166	2,366
	<u>1,071,000</u>	<u>873,941</u>	<u>825,260</u>
Expenditures			
Hauler's Tipping Fees	178,150	91,442	96,946
Mansfield Tipping Fees	56,530	28,100	30,198
Wage & Fringe Benefits	333,385	193,822	214,686
Computer Software	4,320	4,260	4,020
Trucking Fee	34,290	19,983	12,430
Recycle Cost	15,500	45,672	11,669
Contract Pickup	409,370	305,566	276,767
Supplies & Services	26,490	13,325	50,266
Depreciation Expense	9,535	7,151	7,151
Hazardous Waste	16,500	11,665	-
Equipment Parts/Other	2,100	-	3,279
LAN/WAN Expenditures	10,000	10,000	10,000
	<u>1,096,170</u>	<u>730,986</u>	<u>717,413</u>
Net Income (Loss)	(25,170)	142,955	107,847
Retained Earnings, July 1	<u>222,026</u>	<u>222,026</u>	<u>210,405</u>
Retained Earnings, Mar 31	<u>\$ 196,856</u>	<u>\$ 364,981</u>	<u>\$ 318,252</u>

Town of Mansfield
Health Insurance Fund
Balance Sheet
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>2014</u>	<u>2013</u>
Assets		
Cash and Cash Equivalents	\$ 3,372,215	\$ 4,276,887
Total Assets	<u>3,372,215</u>	<u>4,276,887</u>
 Liabilities and Fund Balance		
Liabilities		
Accrued Medical Claims	<u>409,500</u>	<u>348,000</u>
Total Liabilities	<u>409,500</u>	<u>348,000</u>
 Equity		
Net Contributed Capital	400,000	400,000
Retained Earnings	<u>2,562,715</u>	<u>3,528,887</u>
Total Equity	<u>2,962,715</u>	<u>3,928,887</u>
 Total Liabilities and Retained Earnings	<u>\$ 3,372,215</u>	<u>\$ 4,276,887</u>

Town of Mansfield
Health Insurance Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>2014</u>	<u>2013</u>
Revenues		
Premium Income	\$ 5,223,027	\$ 5,349,447
Interest Income	<u>2,802</u>	<u>3,877</u>
Total Revenues	<u>5,225,830</u>	<u>5,353,324</u>
Expenditures		
Payroll	94,366	87,319
Administrative Expenses	586,000	598,139
Medical Claims	4,981,457	4,460,779
Payment in Lieu of Insurance	80,243	88,683
Consultants	-	17,000
Employee Wellness	27,050	12,548
Medical Supplies	68,310	55,035
LAN/WAN Expenditures	<u>10,000</u>	<u>10,000</u>
Total Expenditures	<u>5,847,425</u>	<u>5,329,503</u>
Net Income (Loss)	(621,595)	23,821
Retained Earnings, July 1	<u>3,584,310</u>	<u>3,905,066</u>
Fund Balance plus Cont. Capital, Mar 31	<u>\$ 2,962,715</u>	<u>\$ 3,928,887</u>

ANTHEM BLUE CROSS MONTHLY CLAIMS
ANNUAL BASIS

MONTH	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	Avg. '91- Present	5 Yr. Avg. '09-'13
JANUARY	\$ 204,232	\$ 200,762	\$ 251,986	\$ 333,923	\$ 342,476	\$ 358,256	\$ 356,891	\$ 364,331	\$ 508,001	\$ 454,813	\$ 389,841	\$ 497,371	\$ 461,600	\$ 596,583	\$ 684,680	\$ 303,478	\$ 480,042
FEBRUARY	194,411	180,679	267,614	331,286	340,298	305,259	492,485	527,867	629,924	521,301	497,159	550,094	480,989	525,952	678,239	330,003	515,099
MARCH	211,199	200,818	237,003	358,881	386,649	409,245	392,138	482,188	399,055	482,221	519,594	600,223	503,600	613,319	618,690	320,409	543,791
APRIL	181,703	206,143	342,562	259,833	402,093	443,382	321,969	484,465	476,056	473,587	517,452	513,677	461,016	512,034		289,287	495,533
MAY	215,754	244,270	276,117	387,515	391,287	387,104	383,505	562,876	516,518	511,932	346,650	398,403	557,547	662,586		308,838	495,424
JUNE	193,346	251,842	251,747	347,060	357,517	399,827	386,641	606,023	425,253	419,214	465,244	483,975	468,241	494,196		296,987	466,174
JULY	216,792	216,195	231,239	353,025	332,653	368,941	409,635	430,780	493,991	534,203	667,615	410,100	471,363	548,338		299,381	526,324
AUGUST	215,571	247,118	247,238	296,808	327,584	323,401	499,754	554,171	567,129	520,970	583,042	443,808	576,008	571,304		316,306	539,026
SEPTEMBER	264,603	230,526	257,491	323,667	302,399	298,440	415,053	430,908	438,495	438,428	320,452	475,683	386,452	438,160		271,233	411,835
OCTOBER	180,875	240,996	262,401	312,245	275,610	351,888	370,945	384,033	440,640	518,768	524,875	429,967	526,558	480,679		278,918	496,169
NOVEMBER	203,813	208,715	217,851	342,691	448,834	299,882	370,405	489,535	383,653	461,484	371,112	419,740	468,559	532,440		274,759	450,667
DECEMBER	185,278	256,252	190,532	415,554	358,577	343,209	427,447	436,589	358,543	368,522	502,648	451,734	429,097	488,762		279,312	448,153
ANNUAL TOTAL	2,467,777	2,684,315	3,033,761	4,062,490	4,265,977	4,288,835	4,826,866	5,753,767	5,637,258	5,705,441	5,705,685	5,674,774	5,791,031	6,464,352	1,981,609	3,459,952	5,868,257
MONTHLY AVG	\$ 205,648	\$ 223,693	\$ 252,813	\$ 338,541	\$ 355,498	\$ 357,403	\$ 402,239	\$ 479,481	\$ 469,772	\$ 475,453	\$ 475,474	\$ 472,898	\$ 482,586	\$ 538,696	\$ 660,536	\$ 308,971	\$ 489,021
% OF INCREASE	19.80%	8.77%	13.02%	33.91%	5.01%	0.54%	12.54%	19.20%	-2.02%	1.21%	0.00%	-0.54%	2.05%	11.63%	22.62%	10.96%	2.87%

ANTHEM BLUE CROSS MONTHLY CLAIMS
FISCAL YEAR BASIS

MONTH	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY08/09	FY09/10	FY10/11	FY11/12	FY12/13	FY13/14	Average '92-'13	5 Yr. Average FY'09-'13
JULY	\$ 231,239	\$ 353,025	\$ 332,653	\$ 368,941	\$ 409,635	\$ 430,780	\$ 493,991	\$ 534,203	\$ 667,615	\$ 410,100	\$ 471,363	\$ 548,338	\$ 288,065	\$ 515,454
AUGUST	247,238	296,808	327,584	323,401	499,754	554,171	567,129	520,970	583,042	443,808	576,008	571,304	304,716	538,191
SEPTEMBER	257,491	323,667	302,399	298,440	415,053	430,908	438,495	438,428	320,452	475,683	386,452	438,160	263,645	411,902
OCTOBER	262,401	312,245	275,610	351,888	370,945	384,033	440,640	518,768	524,875	429,967	526,558	480,679	269,748	488,162
NOVEMBER	217,831	342,691	448,834	299,882	370,405	489,535	383,653	461,484	371,112	419,740	468,559	532,440	263,046	420,910
DECEMBER	190,532	415,554	358,577	343,209	427,447	436,589	358,543	368,522	502,648	451,734	429,097	488,762	269,791	422,109
JANUARY	333,923	342,476	358,256	356,891	364,331	508,001	454,813	389,841	497,371	461,600	596,583	684,680	295,457	480,042
FEBRUARY	331,286	340,298	305,259	492,485	527,867	629,924	521,301	497,159	550,094	480,989	525,952	678,239	326,127	515,099
MARCH	358,881	386,649	409,245	392,138	482,188	399,055	482,221	519,594	600,223	503,600	613,319	618,690	318,552	543,791
APRIL	259,835	402,093	443,382	321,969	484,465	476,056	473,587	517,452	513,677	461,016	512,034		299,904	495,553
MAY	387,515	391,287	387,104	383,505	562,876	516,518	511,932	346,650	398,403	557,547	662,586		320,316	495,424
JUNE	347,060	357,517	399,827	386,641	606,023	425,253	419,214	465,244	483,975	468,241	494,196		306,526	466,174
ANNUAL TOTAL	3,425,231	4,264,309	4,348,731	4,319,389	5,520,987	5,680,824	5,545,518	5,578,314	6,013,488	5,564,023	6,262,708	5,041,292	3,525,895	5,792,810
MONTHLY AVG	\$ 285,436	\$ 355,359	\$ 362,394	\$ 359,949	\$ 460,082	\$ 473,402	\$ 462,127	\$ 464,860	\$ 501,124	\$ 463,669	\$ 521,892	\$ 560,144	\$ 293,825	\$ 482,734
% OF INCREASE	13.2%	24.5%	2.0%	-0.7%	27.8%	2.9%	-2.4%	0.6%	7.8%	-7.5%	12.6%	7.3%	9.94%	2.2%

Town of Mansfield
Workers' Compensation Fund
Balance Sheet
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>2014</u>	<u>2013</u>
Assets		
Cash and Cash Equivalents	\$ 13,387	\$ 9,856
Total Assets	<u>13,387</u>	<u>9,856</u>
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Retained Earnings	<u>13,387</u>	<u>9,856</u>
Total Liabilities and Fund Balance	<u>\$ 13,387</u>	<u>\$ 9,856</u>

Town of Mansfield
Workers' Compensation Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>Budget 2013/14</u>	<u>2014</u>	<u>2013</u>
Revenues			
Premium Income	\$ 480,000	\$ 480,530	\$ 448,130
CIRMA Equity Distribution	-	19,135	26,684
Total Revenues	<u>480,000</u>	<u>499,665</u>	<u>474,814</u>
Expenditures			
Workers' Compensation Insurance	<u>480,000</u>	<u>495,449</u>	<u>516,251</u>
Total Expenditures	<u>480,000</u>	<u>495,449</u>	<u>516,251</u>
Net Income (Loss)	-	4,216	(41,437)
Retained Earnings, July 1	<u>9,171</u>	<u>9,171</u>	<u>51,293</u>
Retained Earnings, Mar 31	<u>\$ 9,171</u>	<u>\$ 13,387</u>	<u>\$ 9,856</u>

Town of Mansfield
Management Services Fund
Balance Sheet
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>2014</u>	<u>2013</u>
Current Assets		
Cash and Cash Equivalents	\$ 1,244,722	\$ 1,165,785
Due From Region/Town	-	-
Accounts Receivable, net	-	-
Inventory	<u>12,393</u>	<u>10,908</u>
 Total Current Assets	 <u>1,257,115</u>	 <u>1,176,693</u>
Fixed Assets		
Land	145,649	145,649
Buildings	226,679	226,679
Office Equipment	2,208,968	1,966,087
Construction in Progress	104,653	-
Less: Accumulated Depreciation	<u>(1,278,689)</u>	<u>(1,037,073)</u>
 Total Fixed Assets	 <u>1,407,260</u>	 <u>1,301,342</u>
 Total Assets	 <u><u>2,664,375</u></u>	 <u><u>2,478,035</u></u>
Liabilities and Retained Earnings		
Liabilities		
Accounts Payable	490,478	1,019,003
Lease Purchase Payable	<u>-</u>	<u>75,288</u>
 Total Liabilities	 <u>490,478</u>	 <u>1,094,291</u>
Equity		
Contributed Capital	146,000	146,000
Retained Earnings	<u>2,027,896</u>	<u>1,237,744</u>
 Total Equity	 <u>2,173,896</u>	 <u>1,383,744</u>
 Total Liabilities and Fund Balance	 <u><u>\$ 2,664,375</u></u>	 <u><u>\$ 2,478,035</u></u>

**Town of Mansfield
Management Services Fund
Estimated Statement of Revenues, Expenditures
and Changes in Retained Earnings
March 31, 2014**

	<u>Budget 2013/14</u>	<u>Actual 2013/14</u>	<u>Variance Favorable (Unfavorable)</u>
Revenues			
Mansfield Board of Education	\$ 112,720	\$ 116,453	\$ (3,733)
Region 19	107,070	80,303	26,768
Town of Mansfield	41,880	31,410	10,470
Communication Service Fees	222,750	167,834	54,916
Copier Service Fees	225,000	156,378	68,622
Energy Service Fees	1,994,200	1,485,709	508,492
Rent	72,450	60,375	12,075
Rent - Telecom Tower	145,000	127,131	17,869
Sale of Supplies	38,000	40,806	(2,806)
CNR Fund	175,000	175,000	-
Postal Charges	87,140	65,355	21,785
USF Credits	28,340	-	28,340
Other	-	1,344	(1,344)
Total Revenues	<u>3,249,550</u>	<u>2,508,096</u>	<u>741,454</u>
Expenditures			
Salaries & Benefits	438,520	297,639	140,881
Training	8,950	1,768	7,182
Repairs & Maintenance	35,550	23,758	11,792
Professional & Technical	40,870	30,144	10,726
System Support	121,420	117,285	4,135
Copier Maintenance Fees	90,000	95,018	(5,018)
Communication Equipment	182,404	150,555	31,849
Supplies and Software Licensing	26,800	7,387	19,413
Equipment	163,000	117,197	45,803
Postage	73,000	47,068	25,932
Energy	1,909,000	1,703,138	205,862
Miscellaneous	55,000	104,831	(49,831)
Sub-Total Expenditures	<u>3,144,514</u>	<u>2,695,786</u>	<u>448,728</u>
Depreciation	186,600	144,225	42,375
Equipment Capitalized	<u>(163,000)</u>	<u>(116,338)</u>	<u>(46,662)</u>
Total Expenditures	<u>3,168,114</u>	<u>2,723,673</u>	<u>444,441</u>
Net Income (Loss)	81,436	(215,578)	297,014
Retained Earnings, July 1	<u>2,389,474</u>	<u>2,389,474</u>	<u>-</u>
Retained Earnings, Mar 31	<u>\$ 2,470,910</u>	<u>\$ 2,173,896</u>	<u>\$ 297,014</u>

**Town of Mansfield
Cemetery Fund
Balance Sheet
March 31, 2014**
(with comparative totals for March 31, 2013)

	2014	2013
Assets		
Cash and Cash Equivalents	\$ (164,860)	\$ (161,044)
Investments	420,122	456,191
Total Assets	255,262	295,147
Liabilities and Fund Balance		
Liabilities		
Due to General Fund	-	-
Total Liabilities	-	-
Fund Balance		
Reserve for Perpetual Care	250,000	250,000
Reserve for Non-Expendable Trust	1,200	1,200
Unreserved	4,062	43,947
Total Fund Balance	255,262	295,147
Total Liabilities and Fund Balance	\$ 255,262	\$ 295,147

**Town of Mansfield
Cemetery Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)**

	<u>Budget 2013/14</u>	<u>2014</u>	<u>2013</u>
Revenues			
Investment Income	\$ 15,000	\$ 8,007	\$ 9,768
Unrealized Gain/Loss on Investments	14,000	8,171	-
Sale of Plots	2,400	2,400	1,200
Total Revenues	<u>31,400</u>	<u>18,578</u>	<u>10,968</u>
Expenditures			
Salaries	6,200	3,570	3,597
Cemetery Maintenance	20,000	20,932	15,395
Mowing Service	16,000	12,175	4,090
Total Expenditures	<u>42,200</u>	<u>36,677</u>	<u>23,082</u>
Excess (Deficiency) of Revenues	(10,800)	(18,099)	(12,114)
Fund Balance, July 1	<u>307,261</u>	<u>273,361</u>	<u>307,261</u>
Fund Balance, Mar 31	<u>\$ 296,461</u>	<u>\$ 255,262</u>	<u>\$ 295,147</u>

**Town of Mansfield
Investment Pool
March 31, 2014**

	<u>Equity Percentage</u>	<u>Equity In Investments</u>
Cemetery Fund	65.050%	420,122.19
School Non-Expendable Trust Fund	0.092%	594.18
Compensated Absences Fund	34.858%	225,128.66
Total Equity by Fund	100.000%	645,845.02

<u>Investments</u>	<u>Market Value</u>
<u>Stock Funds:</u>	
Fidelity - Select Utilities Growth	72,737.33
Sub-Total Stock Funds	72,737.33
<u>Bond Funds:</u>	
Wells Fargo Advantage -Income Plus	71,460.32
T. Rowe Price - U. S. Treasury Long-Term	80,144.76
People's Securities, Inc. - U.S. Treasury Notes	66,995.27
Vanguard - GNMA Fund	354,507.34
Sub-Total Bond Funds	573,107.69
Total Investments	645,845.02

<u>Allocation</u>	<u>Amount</u>	<u>Percentage</u>
Stocks	72,737.33	11.26%
Bonds	573,107.69	88.74%
Total Investments	645,845.02	100.00%

Eastern Highlands Health District
General Fund
Balance Sheet
March 31, 2014
(with comparative totals for March 31, 2013)

	2014	2013
Assets		
Cash and Cash Equivalents	\$ 290,323	\$ 376,359
Total Assets	290,323	376,359
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	290,323	376,359
Total Liabilities and Fund Balance	\$ 290,323	\$ 376,359

Eastern Highlands Health District
General Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	Adopted Budget 2013/14	Amended Budget 2013/14	Estimated Actuals 2013/14	2014	Percent of Adopted Budget	2013
Revenues						
Member Town Contributions	\$ 377,560	\$ 377,560	\$ 377,560	\$ 283,183	75.0%	\$ 271,907
State Grants	151,850	151,850	151,850	151,852	100.0%	152,436
Septic Permits	30,500	30,500	30,500	18,805	61.7%	21,870
Well Permits	14,000	14,000	14,000	8,600	61.4%	9,205
Soil Testing Service	25,500	25,500	30,000	20,800	81.6%	21,385
Food Protection Service	55,000	55,000	55,000	48,807	88.7%	54,743
B100a Reviews	23,000	23,000	25,000	16,415	71.4%	17,830
Septic Plan Reviews	25,200	25,200	25,200	17,075	67.8%	20,975
Other Health Services	5,700	5,700	5,700	800	14.0%	2,408
Appropriation of Fund Balance	16,910	16,910	-	-	0.0%	-
Total Revenues	<u>725,220</u>	<u>725,220</u>	<u>714,810</u>	<u>566,337</u>	<u>78.1%</u>	<u>572,759</u>
Expenditures						
Salaries & Wages	562,150	562,150	557,650	392,879	69.9%	398,178
Grant Deductions	(96,050)	(96,050)	(99,200)	(82,886)	86.3%	(81,540)
Benefits	167,620	167,620	163,820	119,715	71.4%	120,752
Miscellaneous Benefits	6,550	6,550	6,550	3,824	58.4%	3,731
Insurance	15,800	15,800	15,260	8,480	53.7%	15,338
Professional & Technical Services	16,200	16,200	16,200	12,122	74.8%	7,768
Other Purchased Services	41,500	41,500	41,500	29,962	72.2%	28,439
Other Supplies	8,000	8,000	8,000	4,361	54.5%	5,525
Equipment - Minor	1,450	1,450	1,450	808	55.7%	808
Total Expenditures	<u>723,220</u>	<u>723,220</u>	<u>711,230</u>	<u>489,265</u>	<u>67.7%</u>	<u>498,999</u>
Operating Transfers						
Transfer to CNR Fund	2,000	2,000	142,000	142,000	7100.0%	82,000
Total Exp & Oper Trans	<u>725,220</u>	<u>725,220</u>	<u>853,230</u>	<u>631,265</u>	<u>87.0%</u>	<u>580,999</u>
Excess (Deficiency) of Revenues	-	-	(138,420)	(64,928)	0.0%	(8,240)
Fund Balance, July 1	355,251	355,251	355,251	355,251	100%	384,599
Fund Balance plus Cont. Capital, Mar 31	<u>\$ 355,251</u>	<u>\$ 118,781</u>	<u>\$ 118,781</u>	<u>\$ 290,323</u>	<u>82%</u>	<u>\$ 376,359</u>

Eastern Highlands Health District
Capital Non-Recurring Fund
Balance Sheet
March 31, 2014
(with comparative totals for March 31, 2013)

	2014	2013
Assets		
Cash and Cash Equivalents	\$ 230,950	\$ 140,422
Total Assets	230,950	140,422
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	230,950	140,422
Total Liabilities and Fund Balance	\$ 230,950	\$ 140,422

Eastern Highlands Health District
Capital Non-Recurring Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
March 31, 2014
(with comparative totals for March 31, 2013)

	2014	2013
Revenues		
State Grants	\$ 150,752	\$ 82,000
Total Revenues	150,752	82,000
Operating Transfers		
General Fund	-	-
Total Operating Transfers	-	-
Total Rev & Oper Trans	150,752	82,000
Expenditures		
Professional & Technical Services	14,000	3,535
Vehicles	46,979	(2,925)
Office Equipment	-	1,000
Total Expenditures	60,979	1,610
Excess (Deficiency) of Revenues	89,773	80,390
Fund Balance, July 1	141,177	60,032
Fund Balance plus Cont. Capital, Mar 31	\$ 230,950	\$ 140,422

Mansfield Downtown Partnership
Statement of Financial Position
March 31, 2014
(with comparative totals for March 31, 2013)

	<u>2014</u>	<u>2013</u>
Assets		
Cash & Cash Equivalents	\$ 276,554	\$ 359,097
Accounts Receivable	<u>900</u>	<u>900</u>
Total Assets	<u><u>277,454</u></u>	<u><u>359,997</u></u>
Liabilities		
Accounts Payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Fund Balance		
Contributed Capital	51,440	51,440
Unreserved	<u>226,014</u>	<u>308,557</u>
Total Fund Balance	<u><u>277,454</u></u>	<u><u>359,997</u></u>
Total Liabilities and Fund Balance	<u><u>\$ 277,454</u></u>	<u><u>\$ 359,997</u></u>

**Mansfield Downtown Partnership
Statement of Revenues, Expenditures and
Changes in Fund Balance**

	Actual 2008/09	Actual 2009/10	Actual 2010/11	Actual 2011/12	Actual 2012/13	Amended Budget 2013/14	Actual 3/31/14
Revenues							
Intergovernmental							
Mansfield General Fund/CNR	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Uconn	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Mansfield Capital Projects *	-	-	-	-	-	-	-
Leyland Share - Relocation	-	-	10,000	-	-	-	-
Membership Fees	22,440	20,199	16,983	16,778	17,463	15,000	12,360
Local Support	-	-	-	-	-	-	-
State Support	-	-	-	-	-	-	-
Contributions/Other	-	240	-	-	-	-	-
Total Revenues	<u>272,440</u>	<u>270,439</u>	<u>276,983</u>	<u>266,778</u>	<u>267,463</u>	<u>265,000</u>	<u>262,360</u>
Operating Expenditures							
Town Square Contribution	-	-	-	-	-	-	100,000
Salaries and Benefits	133,679	135,713	147,126	170,810	182,066	191,880	138,333
Professional & Technical	27,202	28,893	71,561	61,608	78,617	55,700	18,320
Office Rental	17,584	15,918	15,040	8,000	7,810	7,970	5,975
Insurance	1,713	1,724	1,715	1,747	1,545	3,100	2,950
Purchased Services	8,157	6,666	6,612	9,641	8,716	13,000	6,407
Supplies & Services	2,783	3,257	3,000	1,276	1,380	1,900	3,524
Contingency	-	-	-	-	-	19,980	-
Total Operating Expenditures	<u>191,118</u>	<u>192,171</u>	<u>245,054</u>	<u>253,082</u>	<u>280,134</u>	<u>293,530</u>	<u>275,509</u>
Operating Income/(Loss)	81,322	78,268	31,929	13,696	(12,671)	(28,530)	(13,149)
Fund Balance, July 1	<u>98,059</u>	<u>179,381</u>	<u>257,649</u>	<u>289,578</u>	<u>303,274</u>	<u>290,603</u>	<u>290,603</u>
Fund Balance, End of Period	<u>\$ 179,381</u>	<u>\$ 257,649</u>	<u>\$ 289,578</u>	<u>\$ 303,274</u>	<u>\$ 290,603</u>	<u>\$ 262,073</u>	<u>\$ 277,454</u>
Contribution Recap							
	Actual 2008/09	Actual 2009/10	Actual 2010/11	Actual 2011/12	Actual 2012/13	Adopted Budget 2013/14	Actual 3/31/14
Mansfield	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Mansfield Capital Projects	-	-	-	-	-	-	-
UCONN	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Total Contributions	<u>\$ 250,000</u>	<u>\$ 250,000</u>					

**Town of Mansfield
Downtown Revitalization and Enhancement
Project #84120 through #84134
Estimated Statement of Revenues, Expenditures and
Changes in Fund Balance
Since Inception**

	Budget	Actual
Operating Revenues		
Intergovernmental Revenues		
USDA Rural Development Grant	\$ 215,509	\$ 215,509
DECD STEAP Grants - I, II, III, IV	1,700,000	1,466,240
Urban Action Grant	2,500,000	808,059
DOT Grant # 77-217	1,172,800	-
Urban Action Grant/Rell	10,000,000	10,000,000
DOT Grant # 77-223	2,250,000	1,420,675
Federal Transit Authority (GHTD)	490,000	248,492
Omnibus Bill (DOT)	552,000	467,400
Federal Transit Authority (Bus Facility)	4,940,000	4,098,563
DECD Brownfield Remediation	450,000	-
Local Support (DECD grant)	115,640	55,535
Local Share - Bonds	302,000	302,000
Leyland Share (FTA Match & Other)	2,113,860	779,391
EDR Share	1,765,000	1,872,276
Reserve	372,000	372,000
Other	-	21,708
Total Operating Revenues	28,938,809	22,127,848
Operating Expenditures		
Downtown Revitalization & Enhancement:		
Salaries - Temporary	-	33,984
Legal Services	226,847	241,677
Legal Services - DECD Contract	7,442	2,442
Contracted Services	285,884	58,815
Architects & Engineers	2,141,943	1,892,208
Demolition	930,460	949,631
Environmental Remediation	70,022	79,559
Site Improvements	1,474,800	483,868
Construction Costs	21,152,318	20,464,218
Construction - Storrs Road	2,386,822	1,441,121
Construction - Walkway	222,271	222,271
Construction - Intermodal Center	-	1,424,118
Other	40,000	1,500
Total Operating Expenditures	28,938,809	27,295,411
Revenues Over/(Under) Expenditures *	-	(5,167,563)
Fund Balance, July 1	-	-
Fund Balance, End of Period	\$ -	\$ (5,167,563)

* Due from other agencies (grants)

**Town of Mansfield
Serial Bonds Summary
Schools and Town
Estimated as of June 30, 2014**

	Schools	Town	Total
Balance at July 1, 2013	\$ 1,105,000	\$ 1,880,000	\$ 2,985,000
Issued During Period			
Retired During Period	156,500	208,500	365,000
Balance at June 30, 2014	<u>\$ 948,500</u>	<u>\$ 1,671,500</u>	<u>\$ 2,620,000</u>

Changes in Bonds and Notes Outstanding

	Serial Bonds	BAN's	Promissory Note	Total
Balance at July 1, 2013	\$ 2,985,000	\$ -	\$ -	\$ 2,985,000
Debt Issued				
Debt Retired	365,000			365,000
Balance at June 30, 2014	<u>\$ 2,620,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,620,000</u>

Description	Original Amount	Payment Date		Bonds	BAN's	Total
		P & I	I			
2004 Town Taxable Gen. Oblig Bond	\$ 2,590,000	6/01	12/01	\$ -		\$ -
2004 School General Oblig. Bond	940,000	6/01	12/01	-		-
2004 Town General Oblig. Bond	725,000	6/01	12/01	-		-
2011 Town General Oblig. Bond	1,485,000	3/15	9/15	1,365,250		1,365,250
2011 Town Sewer Purpose Bond	330,000	3/15	9/15	306,250		306,250
2011 School General Oblig. Bond	1,025,000	3/15	9/15	948,500		948,500
	<u>\$ 7,095,000</u>			<u>\$ 2,620,000</u>	<u>\$ -</u>	<u>\$ 2,620,000</u>

Town of Mansfield
Estimated Detail of Debt Outstanding
Schools and Town
As of June 30, 2014

	Original Amount	Estimated Balance 06/30/14
Schools:		
Consists of -		
2004 General Obligation Bonds:		
MMS IRC	\$ 940,000	\$ -
2011 General Obligation Bonds:		
MMS Heating Conversion	1,025,000	948,500
	<hr/>	<hr/>
Schools Outstanding Debt	1,965,000	948,500
	<hr/>	<hr/>
Town:		
Consists of -		
2004 Taxable General Obligation Bonds:		
Community Center	\$ 2,590,000	\$ -
2004 General Obligation Bonds:		
Library Renovations	725,000	-
2011 General Obligation Bonds:		
Community Center Air Conditioning	173,620	160,500
Hunting Lodge Road Bikeway	105,250	97,250
Salt Storage Shed	263,130	243,000
Storrs Rd/Flaherty Rd Streetscape Improvements	302,000	279,000
Various Equipment Purchases	93,000	80,500
Facility Improvements	40,000	35,000
Transportation Facility Improvements	130,000	120,500
Stone Mill Rd/Laurel Lane Bridge Replacements	378,000	349,500
2011 Sewer Purpose Obligation Bonds:		
Four Corners Sewer & Water Design	330,000	306,250
	<hr/>	<hr/>
Town Outstanding Debt	5,130,000	1,671,500
	<hr/>	<hr/>
Total Debt Outstanding	\$ 7,095,000	\$ 2,620,000

Town of Mansfield
Summary of Investments
March 31, 2014

Capital Projects Fund

Institution	Principal	Rate of Interest (%)	Date of Purchase	Date of Maturity	Accrued Interest @ 3/31/14
State Treasurer	\$ -	-	Various	Various	\$ -
Total Accrued Interest @ 3/31/14					\$ -
Interest Received 7/1/13 - 3/31/14					-
Total Interest, Capital Fund @ 3/31/14					<u>\$ -</u>

Health Insurance Fund

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 3/31/14
MBIA - Class	\$ 860,194	0.020	Various	Various	\$ -
State Treasurer	\$ 3,141,729	0.160	Various	Various	\$ 433
Total Accrued Interest @ 3/31/14					\$ 433
Interest Received 7/1/13 - 3/31/14					<u>2,802</u>
Total Interest, Health Insurance Fund @ 3/31/14					<u>\$ 3,235</u>

All Other Funds

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 3/31/14
State Treasurer	\$ 12,253,953	0.160	Various	Various	\$ 1,948
Total Accrued Interest @ 3/31/14					\$ 1,948
Interest Received 7/1/13 - 3/31/14					<u>10,281</u>
Total Interest, General Fund, 3/31/14					<u>\$ 12,229</u>

Town of Mansfield
Memo

DATE: April 1, 2014
 To: Matt Hart, Town Manager
 Cherie Trahan, Director of Finance
 From: Christine Gamache, Collector of Revenue
 Subject: Amounts and % of Collections for 7/1/13 to 03/31/2014 comparable to 7/1/12 to 03/31/2013 and 7/1/11 to 03/31/2012

	GRAND LIST			PAID	% PAID	DELINQUENT	
	2012	ADJUSTMENTS	ADJUSTED LIST			BALANCE	% OPEN
RE	24,454,815	(125,302)	24,329,513	(23,938,018)	98.4%	391,495	1.6%
STORRS CENTER RE	391,674	78,297	469,971	(464,538)	98.8%	5,433	1.2%
PER	1,042,661	(1,984)	1,040,677	(1,017,103)	97.7%	23,573	2.3%
STORRS CENTER PP	465	-	465	(465)	100.0%	-	0.0%
MV	2,060,254	(34,736)	2,025,518	(1,929,534)	95.3%	95,984	4.7%
DUE	27,949,404	(83,726)	27,865,678	(27,349,193)	98.1%	516,484	1.9%
MVS	243,555	(860)	242,695	(204,328)	84.2%	38,367	15.8%
TOTAL	28,192,959	(84,586)	28,108,373	(27,553,521)	98.0%	554,852	2.0%

PRIOR YEARS COLLECTION			
July 1, 2013 to June 30, 2014			
Suspense Collections	12,653	Suspense Interest Less Fees	12,095
Prior Years Taxes	<u>288,632</u>	Interest and Lien Fees	<u>155,316</u>
	<u>301,285</u>		<u>167,412</u>

	GRAND LIST			PAID	% PAID	OPEN BALANCE	
	2011	ADJUSTMENTS	ADJUSTED LIST			OPEN BALANCE	% OPEN
RE	23,607,247	(2,729)	23,604,518	(23,150,782)	98.1%	453,736	1.9%
STORRS CENTER	54,160	96,243	150,403	(150,016)	99.7%	387	0.3%
PER	907,292	5,946	913,239	(877,421)	96.1%	35,818	3.9%
MV	1,995,020	(32,140)	1,962,879	(1,831,160)	93.3%	131,720	6.7%
DUE	26,563,720	67,320	26,631,040	(26,009,379)	97.7%	621,660	2.3%
MVS	253,072	(3,233)	249,839	(199,483)	79.8%	50,356	20.2%
TOTAL	26,816,792	64,087	26,880,879	(26,208,863)	97.5%	672,016	2.5%

PRIOR YEARS COLLECTION			
July 1, 2012 to June 30, 2013			
Suspense Collections	10,057.96	Suspense Interest Less Fees	10,183.49
Prior Years Taxes	<u>191,196.99</u>	Interest and Lien Fees	<u>118,587.04</u>
	<u>201,254.95</u>		<u>128,770.53</u>

	GRAND LIST			PAID	% PAID	OPEN BALANCE	
	2010	ADJUSTMENTS	ADJUSTED LIST			OPEN BALANCE	% OPEN
RE	23,202,933	(126,226)	23,076,708	(22,744,004)	98.6%	332,703	1.4%
STORRS CENTER	27,995	26,037	54,032	(52,131)	96.5%	1,901	3.5%
PER	887,978	(947)	887,031	(853,390)	96.2%	33,642	3.8%
MV	1,866,225	(48,627)	1,817,598	(1,693,092)	93.1%	124,507	6.9%
DUE	25,985,132	(149,763)	25,835,370	(25,342,617)	98.1%	492,753	1.9%
MVS	211,218	(4,038)	207,180	(165,466)	79.9%	41,713	20.1%
TOTAL	26,196,350	(153,801)	26,042,549	(25,508,083)	97.9%	534,466	2.1%

PRIOR YEARS COLLECTION			
July 1, 2011 to June 30, 2012			
Suspense Collections	10,926.48	Suspense Interest	8,446.02
Prior Years Taxes	<u>86,155.34</u>	Interest and Lien Fees	<u>102,933.76</u>
	<u>97,081.82</u>		<u>111,379.78</u>

The 3rd quarter collection in current tax levy categories is closing in on the target rate of 98.5% of collections for the end of the fiscal year. Prior year tax collections are ahead of budget in all categories. Additional procedures have been engaged that appear to be having an affect on those with delinquent taxes. The use of the state marshal and collection agencies and payment plans for our most far behind accounts appear to be the leading reasons.

Town of Mansfield
Capital Projects - Open Space
March 31, 2014

	Acreage	Total Budget	Expended Thru 6/30/2013	Current Year Expenditures	Estimated Unexpended Balance	Anticipated Grants
Expenditures Prior to 92/93	-	\$ 4,409,389	\$ 130,794	-	-	-
UNALLOCATED COSTS:						
Appraisal Fees - Various	-	-	17,766	24,400	-	-
Financial & Legal Fees	-	-	24,134	-	-	-
Survey, Inspections & Miscellaneous	-	-	9,402	-	-	-
Outdoor Maintenance	-	-	13,952	-	-	-
Major Additions - Improvements	-	-	3,000	-	-	-
Forest Stewardship-50' Cliff Preserve	-	-	3,852	-	-	-
Parks Coordinator	-	-	103,604	-	-	-
PROPERTY PURCHASES:						
Bassetts Bridge Rd Lots 1,2,3	8.23	-	128,439	-	-	-
Baxter Property	25.80	-	163,330	-	-	-
Bodwell Property	6.50	-	42,703	-	-	-
Boettiger, Orr, Parish Property	106.00	-	101,579	-	-	-
Dorwart Property	61.00	-	342,482	-	-	-
Dunnack Property	32.00	-	35,161	-	-	-
Eaton Property	8.60	-	162,236	-	-	-
Ferguson Property	1.19	-	31,492	-	-	-
Fesik Property	7.40	-	7,636	-	-	-
Hatch/Skinner Property	35.33	-	291,780	-	-	-
Holinko Property	18.60	-	62,576	-	-	-
Larkin Property	11.70	-	24,202	-	-	-
Laugardia Property - Dodd Rd.	-	-	5,700	-	-	-
Lion's Club Park	-	-	81,871	-	-	-
Malek Property	-	-	25,500	-	-	-
Marshall Property	17.00	-	17,172	-	-	-
McGregor Property	2.10	-	8,804	-	-	-
McShea Property	-	-	1,500	-	-	-
* Merrow Meadow Park Develop.	15.00	-	-	-	-	-
Morneau Property	-	-	4,310	-	-	-
Moss Property	134.50	-	100,000	-	-	-
Mulberry Road (Joshua's Trust)	5.90	-	12,500	-	-	-
Mullane Property (Joshua's Trust)	17.00	-	10,000	-	-	-
Olsen Property	59.75	-	104,133	-	-	-
Ossen - Birchwood Heights Property	-	-	500	-	-	-
Porter Property	6.70	-	135,466	-	-	-
Reed Property	23.70	-	69,527	-	-	-
Rich Property	102.00	-	283,322	-	-	-
Sibley Property	50.57	-	90,734	-	-	-
Swanson Property (Browns Rd)	29.00	-	64,423	-	-	-
Thompson/Swaney Prop. (Bone Mill)	-	-	1,500	-	-	-
Torrey Property	29.50	-	91,792	-	-	-
Vernon Property	3.00	-	31,732	-	-	-
Estate of Vernon - Property	68.41	-	257,996	-	-	-
Warren Property	6.80	-	24,638	-	-	-
Watts Property	23.50	-	92,456	-	-	-
	<u>916.78</u>	<u>\$ 4,409,389</u>	<u>\$ 3,215,696</u>	<u>\$ 24,400</u>	<u>\$ 1,169,293</u>	<u>\$ -</u>

Project Name		Breakdown of Expenditures of Prior to 92/93	
85105 - Local Funds 90/91 - 03/04	\$1,902,855	White Cedar Swamp - Purchase	\$50,000
85105 - Local Support June 15, 2001	5,000	Appraisal Fees	250
85105 - State Support - Rich Property	60,000	Financial Fees	5,457
85105 - State Support - Hatch/Skinner Property	126,000	Miscellaneous Costs	605
85105 - State Support - Olsen Property	50,000	Unidentifiable (Prior 89/90)	74,478
85105 - State Support - Vernon Property	113,000		
85105 - State Support - Dorwart Property	112,534		<u>\$130,790</u>
85114 - Bonded Funds	1,000,000		
85107 - Authorized Bonds 2010/11	1,040,000		
	<u>\$4,409,389</u>		

*The Merrow Meadow Park property was donated to us. Funds were expended to improve the property, supported partially by a State grant in the amount of \$63,600.

MAINTENANCE PROJECTS - CAPITAL 86260

Date	Project Description	Status	Paid	Encumbered	Total Estimated Project Cost	Account Balance
7/1/2012	12/13 Beginning Balance					101,587
1	Anderts Carpet Service Replace MMS & SE portable classroom carpets	Completed	23,223		23,223	78,364
2	Anderts Carpet Service Rebinding carpets MMS, SE, Goodwin, and replace bathroom flooring in SE portable.	Completed	5,968		5,968	72,396
3	Major Electric Repairs to generator at MMS	Completed	921		921	71,475
4	Willimantic Winnelson Repairs to MCC generator	Completed	157		157	71,319
5	Tennett Tree Service Removal of trees at MMS	Completed	2,000		2,000	69,319
6	Woodland Building & Renovations MCC shower stall replacements	Completed	7,851		7,851	61,468
7	Kiltredge Equipment Freezer	Completed	5,368		5,368	56,100
8	New England Door Closer Library	Completed	1,859		1,859	54,241
9	American DG Energy Beckwith Installation	Completed	3,500		3,500	50,741
10	Professional Lock Security Locks for all schools	Completed	11,000	-	11,000	39,741
11	Andert's Carpet Service Library	Open	1,494	6,011	7,505	32,236
12	Signs Plus Security signs for all schools	Completed	1,920	-	1,920	30,316
13	Willimantic Winnelson Goodwin water heater	Completed	3,141	-	3,141	27,174
14	Pats Power Equipment Blower	Completed	2,699	-	2,699	24,475
15	Silva Engineering Design of atrium doors at Southeast	Completed	4,000	-	4,000	20,475
16	SB Church Vinton well repairs	Completed	7,130	2,000	9,130	11,345
17	A-1 Line Striping MMS and Vinton parking lots	Completed	2,192	-	2,192	9,154
18	Johnstone Supply 3 heat pumps Sr Ctr dining room	Completed	9,568	-	9,568	(414)
19	Numbers & Letters Labels for outside entrances (school security)	Completed	2,148	-	2,148	(2,562)
7/1/2013	13/14 Appropriation \$35,000					32,438
20	Woodland Building & Renovations Tile - MCC	Completed	7,693	-	7,693	24,745
21	Bell/Simons Companies Compressor - Library	Completed	1,508	-	1,508	23,237
22	Woodland Building & Renovations Family Changing Room Shower-MCC	Completed	3,925	-	3,925	19,312
23	Mansfield Supply Senior Center A/C	Completed	238		238	19,073
24	SB Church Vinton well repairs	Cancel prior year encumbrance		(2,000)	(2,000)	21,073
25	Willimantic Winnelson Plumbing/Electrical supplies MCC Generator	Cancel prior year encumbrance		(2,500)	(2,500)	23,573
26	Overhead Door Repairs/Installation PW & Maint. Shop Doors	Cancel prior year encumbrance		(235)	(235)	23,808
27	Laroche Builders Gutters/Downspouts - Library	Completed	6,201		6,201	17,607
28	Professional Lock Security Locks for all schools	Reclassify to School Security Grant	(9,831)			27,438
					-	27,438

Town of Mansfield
Monthly Revenue Summary by Source
March 31, 2014

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Debit Amounts</u>	<u>Credit Amounts</u>	<u>Ending Balance</u>	<u>%Recd</u>	<u>Activity</u>
Taxes and Related Items							
40101 Current Year Levy	\$ (26,929,834)	\$ -	\$ 31,782	\$ 27,381,407	\$ 419,790	102	\$ 27,349,624
40102 Prior Year Levy	(175,000)	-	27,888	316,567	113,678	165	288,678
40103 Interest & Lien Fees	(135,000)	-	865	156,323	20,457	115	155,457
40104 Motor Vehicle Supplement	(165,000)	-	2,280	206,611	39,331	124	204,331
40105 Susp. Coll. Taxes - Trnsc.	(6,000)	-	193	12,846	6,653	211	12,653
40106 Susp. Coll. Int. - Trnsc.	(4,000)	-	5	12,100	8,095	302	12,095
40109 Collection Fees	-	-	400	821	422	-	422
40110 Current Yr Levy - Storrs Ctr	(741,400)	-	-	-	(741,400)	-	-
40111 Current Yr Levy-Storrs Ctr-Abatement	321,000	-	-	-	321,000	-	-
Total Taxes and Related Items	(27,835,234)	-	63,414	28,086,675	188,027	101	28,023,261
Licenses and Permits							
40201 Misc Licenses & Permits	(2,440)	-	-	2,800	360	115	2,800
40202 Sport Licenses	(300)	-	18	127	(191)	36	109
40203 Dog Licenses	(8,000)	-	(613)	2,593	(4,794)	40	3,206
40204 Conveyance Tax	(150,000)	-	-	101,667	(48,333)	68	101,667
40210 Subdivision Permits	(2,000)	-	-	2,000	-	100	2,000
40211 Zoning/Special Permits	(18,000)	-	-	8,702	(9,299)	48	8,702
40212 Zba Applications	(2,000)	-	-	1,600	(400)	80	1,600
40214 Iwa Permits	(2,750)	-	-	870	(1,880)	32	870
40224 Road Permits	(550)	-	-	700	150	127	700
40230 Building Permits	(170,000)	-	3,023	153,145	(19,878)	88	150,122
40231 Adm Cost Reimb-permits	(150)	-	-	148	(2)	99	148
40232 Housing Code Permits	(86,000)	-	35	72,530	(13,505)	84	72,495
40233 Housing Code Penalties	(1,100)	-	-	100	(1,000)	9	100
40234 Landlord Registrations	(1,300)	-	25	2,245	920	171	2,220
Total Licenses and Permits	(444,590)	-	2,487	349,226	(97,851)	78	346,739
Federal Support - Education							
40369 FEMA Grant	-	-	-	50,321	50,321	-	50,321
Total Federal Support - Education	-	-	-	50,321	50,321	-	50,321

Town of Mansfield
Monthly Revenue Summary by Source
March 31, 2014

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Debit Amounts</u>	<u>Credit Amounts</u>	<u>Ending Balance</u>	<u>%Recd</u>	<u>Activity</u>
Federal Support - Gov							
40357 Social Serv Block Grant	(3,470)	-	-	1,735	(1,735)	50	1,735
Total Federal Support - Gov	(3,470)	-	-	1,735	(1,735)	50	1,735
State Support - Education							
40401 Education Assistance	(10,168,360)	-	-	5,084,180	(5,084,180)	50	5,084,180
40402 School Transportation	(105,730)	-	-	-	(105,730)	-	-
Total State Support - Education	(10,274,090)	-	-	5,084,180	(5,189,910)	50	5,084,180
State Support - Gov							
40451 Pilot - State Property	(6,601,680)	-	-	6,784,862	183,182	103	6,784,862
40454 Circuit Crt-parking Fines	(500)	-	700	1,500	300	160	800
40455 Circuit Breaker	(53,360)	-	-	-	(53,360)	-	-
40456 Tax Relief For Elderly	(2,000)	-	-	45,610	43,610	2,281	45,610
40457 Library - Connecticutcard/ill	(13,790)	-	-	1,235	(12,555)	9	1,235
40458 Library - Basic Grant	(1,230)	-	-	-	(1,230)	-	-
40460 Boat Reimbursement	(2,500)	-	-	-	(2,500)	-	-
40462 Disability Exempt Reimb	(1,200)	-	-	1,330	130	111	1,330
40465 Emerg Mgmt Performance Grant	(14,500)	-	25,234	-	(39,734)	(174)	(25,234)
40469 Veterans Reimb	(7,930)	-	-	6,607	(1,323)	83	6,607
40470 State Revenue Sharing	(248,820)	248,820	-	281,154	281,154	-	281,154
40485 State Support - Other	-	(248,820)	-	631,979	383,159	254	631,979
40494 Judicial Revenue Distribution	(9,000)	-	-	8,253	(747)	92	8,253
40496 Pilot-holinko Estates	-	-	8,876	8,876	-	-	-
40551 Pilot - Senior Housing	-	-	17,000	17,447	447	-	447
Total State Support - Gov	(6,956,510)	-	51,810	7,788,854	780,534	111.22	7,737,044
Charges for Services							
40605 Region 19 Financial Serv	(93,790)	-	-	70,343	(23,448)	75	70,343
40606 Health District Services	(27,000)	-	-	20,250	(6,750)	75	20,250
40610 Recording	(60,000)	-	10	42,982	(17,028)	72	42,972
40611 Copies Of Records	(12,100)	-	-	8,960	(3,140)	74	8,960

Town of Mansfield
 Monthly Revenue Summary by Source
 March 31, 2014

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Debit Amounts</u>	<u>Credit Amounts</u>	<u>Ending Balance</u>	<u>%Recd</u>	<u>Activity</u>
40612 Vital Statistics	(11,000)	-	-	9,606	(1,394)	87	9,606
40613 Sale Of Maps/regs	(100)	-	-	25	(75)	25	25
40620 Police Service	(96,000)	-	37,333	33,790	(99,543)	(4)	(3,543)
40622 Redemption/Release Fees	(1,000)	-	-	1,120	120	112	1,120
40625 Animal Adoption Fees	(900)	-	74	445	(529)	41	371
40641 Fines on Overdue Books	(11,800)	-	30	6,196	(5,634)	52	6,166
40644 Parking Plan Review Fee	(1,000)	-	-	560	(440)	56	560
40650 Blue Prints	(200)	-	-	175	(25)	88	175
40656 Reg Dist 19 Grnds Mntnce	(12,000)	-	-	12,825	825	107	12,825
40663 Zoning Regulations	(200)	-	-	75	(125)	38	75
40671 Day Care Grounds Maintenance	(12,400)	-	-	9,300	(3,100)	75	9,300
40674 Charge for Services	(3,000)	-	-	1,415	(1,585)	47	1,415
40678 Celeron Sq Assoc Bikepath Main	(2,700)	-	-	2,700	-	100	2,700
40684 Cash Overage/Shortage	-	-	10	-	(10)	-	(10)
40699 Fire Safety Code Fees	(16,000)	-	2,101	13,897	(4,204)	74	11,796
Total Charges for Services	(361,190)	-	39,558	234,664	(166,084)	54	195,106
Fines and Forfeitures							
40702 Parking Tickets - Town	(4,500)	-	81	5,312	731	116	5,231
40705 Town Parking Fines - Storrs Center	-	-	9,430	9,430	-	-	-
40710 Building Fines	(1,000)	-	-	-	(1,000)	-	-
40711 Landlord Registration Penalty	(90)	-	-	-	(90)	-	-
40713 Nuisance Ordinance	(9,000)	-	-	5,985	(3,015)	67	5,985
40715 Ordinance Violation Penalty	(1,380)	-	360	8,458	6,718	587	8,098
40716 Noise Ordinance Violation	(300)	-	-	616	316	205	616
40717 Possession Alcohol Ordinance	(30,000)	-	90	8,475	(21,615)	28	8,385
40718 Open Liquor Container Ordin	(3,000)	-	180	8,650	5,470	282	8,470
Total Fines and Forfeitures	(49,270)	-	10,141	46,925	(12,486)	75	36,784
Miscellaneous							
40804 Rent - Historical Soc	(2,000)	-	-	2,900	900	145	2,900
40807 Rent - Town Hall	(7,580)	-	100	6,275	(1,406)	81	6,175
40808 Rent - Senior Center	(100)	-	-	-	(100)	-	-
40817 Telecom Services Payment	(55,000)	-	-	6,636	(48,364)	12	6,636

Town of Mansfield
 Monthly Revenue Summary by Source
 March 31, 2014

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Debit Amounts</u>	<u>Credit Amounts</u>	<u>Ending Balance</u>	<u>%Recd</u>	<u>Activity</u>
40820 Interest Income	(25,000)	-	3,691	15,071	(13,620)	46	11,380
40824 Sale Of Supplies	(20)	-	-	27	7	135	27
40825 Rent - R19 Maintenance	(2,790)	-	-	2,790	-	100	2,790
40890 Other	(2,500)	-	231	2,597	(134)	95	2,366
Total Miscellaneous	(94,990)	-	4,022	36,295	(62,716)	34	32,274
Operating Transfers In							
40928 School Cafeteria	(2,500)	-	-	2,550	50	102	2,550
Total Operating Transfers In	(2,500)	-	-	2,550	50	102	2,550
Total 111 General Fund - Town	\$ (46,021,844)	\$ -	\$ 171,432	\$ 41,681,426	\$ (4,511,850)	90	\$ 41,509,994

Town of Mansfield
Monthly Expenditure Summary by Activity
March 31, 2014

Account and Description	Appropriation	Approp Adj	Encumbrances	Expenditures	Remaining Balance	% Used
General Government						
11100 Legislative	\$ 88,150	\$ -	\$ -	\$ 65,292	\$ 22,858	74
12100 Municipal Management	208,760	-	-	153,801	54,959	74
12200 Human Resources	140,650	-	610	109,583	30,457	78
13100 Town Attorney	42,500	-	7,000	31,682	3,818	91
13200 Probate	5,120	-	-	5,123	(3)	100
14200 Registrars	60,625	(11,700)	-	22,754	26,171	47
15100 Town Clerk	222,120	-	5,999	158,492	57,629	74
15200 General Elections	19,400	-	-	10,806	8,594	56
16100 Finance Administration	120,440	1,030	-	89,430	32,040	74
16200 Accounting & Disbursements	172,630	(6,130)	-	153,052	13,448	92
16300 Revenue Collections	163,190	-	-	143,351	19,839	88
16402 Property Assessment	218,230	-	-	148,357	69,873	68
16510 Central Copying	39,000	-	-	38,830	170	100
16511 Central Services	34,000	-	588	28,129	5,283	84
16600 Information Technology	11,150	-	-	11,160	(10)	100
30900 Facilities Management	907,080	25,890	12,137	697,220	223,613	76
Total General Government	2,453,045	9,090	26,335	1,867,062	568,739	77
Public Safety						
21200 Police Services	1,167,850	-	781	90,845	1,076,224	8
21300 Animal Control	92,950	-	-	63,750	29,200	69
22101 Fire Prevention	132,805	4,420	5,804	118,007	13,414	90
22155 Fire & Emerg Services Admin	221,020	-	-	176,305	44,715	80
22160 Fire & Emergency Services	1,601,565	23,260	25,543	1,218,928	380,354	77
23100 Emergency Management	58,920	190	-	42,279	16,831	72
Total Public Safety	3,275,110	27,870	32,128	1,710,113	1,560,738	53

Town of Mansfield
 Monthly Expenditure Summary by Activity
 March 31, 2014

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
Public Works						
30100 Public Works Administration	85,560	6,150	65	106,888	(15,243)	117
30200 Supervision & Operations	121,860	-	662	85,294	35,904	71
30300 Road Services	687,300	4,850	238	570,462	121,450	82
30400 Grounds Maintenance	384,085	(21,230)	79	253,900	108,876	70
30600 Equipment Maintenance	612,070	(1,660)	12,882	478,724	118,803	81
30700 Engineering	201,660	-	334	150,927	50,399	75
Total Public Works	2,092,535	(11,890)	14,260	1,646,195	420,189	80
Community Services						
42100 Adult & Administrative Services	320,940	(8,510)	25	295,013	17,392	94
42204 Youth Employment - Middle Sch	2,000	-	-	822	1,178	41
42210 Youth Services	167,210	(2,330)	1,665	103,756	59,459	64
42300 Senior Services	209,580	16,730	2,613	145,029	78,668	65
43100 Library Services	674,560	-	9,554	463,590	201,416	70
45000 Contributions To Area Agency	308,520	-	54,230	229,788	24,501	92
Total Community Services	1,682,810	5,890	68,087	1,237,998	382,615	77
Community Development						
30800 Building Inspection	175,230	-	-	129,018	46,212	74
30810 Housing Inspection	110,280	-	-	77,227	33,053	70
51100 Planning & Development	234,550	-	634	166,189	67,727	71
52100 Planning/Zoning Inland/Wetlnd	9,680	-	330	4,830	4,520	53
58000 Boards and Commissions	6,400	-	-	2,380	4,020	37
Total Community Development	536,140	-	964	379,644	155,532	71
Town-Wide Expenditures						
71000 Employee Benefits	2,322,820	-	32,979	1,837,112	452,729	81

Town of Mansfield
 Monthly Expenditure Summary by Activity
 March 31, 2014

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
72000 Insurance (LAP)	133,160	-	-	137,065	(3,905)	103
73000 Contingency	55,000	(30,960)	-	-	24,040	-
Total Town-Wide Expenditures	2,510,980	(30,960)	32,979	1,974,177	472,863	81
Other Financing						
92000 Other Financing Uses	2,652,550	-	-	2,528,790	123,760	95
Total Other Financing	2,652,550	-	-	2,528,790	123,760	95
Total 111 General Fund - Town	\$ 15,203,170	\$ -	\$ 174,754	\$ 11,343,980	\$ 3,684,437	78

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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; Curt Vincente, Director of Parks and Recreation
Date: May 12, 2014
Re: Neighborhood Assistance Act Programs

Subject Matter/Background

The Connecticut Department of Revenue Services has issued a solicitation for program applications for the 2014 Neighborhood Assistance Act Program. This program provides funding for community programs conducted by either a municipal government or tax exempt agency through a corporation tax credit to businesses that make cash contributions to the town. The community program must be approved by both the municipal agency and the Department of Revenue Services. Businesses can receive a Connecticut Tax Credit for their contributions to municipal programs that are approved by the Department of Revenue Services. The amount of the tax credit is determined by the type of project in which the business invests. The minimum investment required is \$250; the maximum investment for a business in any calendar year is \$150,000.

Eligible Programs

The following types of projects and community programs would be eligible for funding through the Neighborhood Assistance Act:

- *Energy Conservation Projects* (Tax Credit of 100% of cash invested) including projects to promote energy conservation that are directed toward properties occupied by low-income persons or properties owned or occupied by charitable organizations, foundations, trusts or other entities.
- *Community Programs* (Tax Credit of 60% of cash invested) including programs that provide community-based alcoholism prevention or treatment programs; neighborhood assistance; job training; education; community services; crime prevention; construction or rehabilitation of dwelling units for families of low and moderate income in the state; funding for open space acquisitions; child day care facilities (must be primarily for children of employees of the sponsoring business); and any other program that serves persons at least 75% of whom are at an income level not exceeding 150% of the poverty level for the preceding year.

In 2013, the Town submitted applications for the four projects listed below. Two of the projects have received funding in past years: the water harvesting project received funding in both 2012 and 2013 and the energy efficiency assistance project received funding in 2012.

- *Water Harvesting at Mansfield Community Center.* This project includes installation of a system to collect, filter, store and re-use rainwater from building roof areas. This project will make the facility more sustainable by reducing or eliminating the need for water from the local water supply system (UCONN water system managed by Connecticut Water). Based on conversations with the Department of Revenue Services, we believe this project could qualify for the 100% tax credit for energy conservation programs. (2012 Funding: \$12,894.71; 2013 Funding: \$3,917.71)
- *Energy Efficiency Assistance for Low-Moderate Income Homeowners.* This project would fund energy efficiency improvements as part of the Town's existing housing rehabilitation program to help reduce energy costs for low and moderate income homeowners. The funds from the Neighborhood Assistance Act would be used to supplement the housing rehabilitation funds to upgrade equipment and materials to more energy efficient models, up to an additional \$10,000 per home. As an energy efficiency project, this program would qualify for a 100% tax credit. (2012 Funding: \$12,894.71)
- *Playground Construction at Mansfield Community Center.* The community playground is planned to be centrally located near downtown, Town Hall and the Community Center, and to provide an accessible playscape for kids and families of all ages and abilities. The playground will be designed and built from raw materials to reflect our unique community, and will use volunteer labor during construction.
- *Preservation of Agricultural Land.* The Town has actively worked since the 1970s to preserve open space, including agricultural lands for future generations. Farms are a rich part of our history and a key contributor to the rural character enjoyed by Mansfield residents. Funds received for this program would be used for agricultural land preservation programs, including purchase of development rights and agricultural land acquisition.

Pursuant to program guidelines, we are required to hold a public hearing regarding proposed program applications and the Town Council must vote to approve the programs prior to application. As part of the public hearing, staff will present information on the four projects noted above. After the public hearing, the Council will need to decide which projects, if any, should be submitted for the 2014 program.

Additional projects could also be identified through the public hearing by members of the community as well as local non-profit organizations. A solicitation was sent out to local non-profits on May 1st, asking for submission of proposed projects by May 30, 2014 for consideration at a June 9, 2014 public hearing.

Timeline

Applications for municipal programs must be submitted to the Department of Revenue Services by July 1, 2014. The Department will issue a list of approved programs by September 1, 2014. Businesses interested in funding any of the approved programs must submit a Neighborhood Assistance Business Act Application to the Department of Revenue Services between September 15 and October 1, 2014.

Financial Impact

The financial impact would depend on the program. Draft project applications including budgets identifying funding sources and expenses for each project will be presented at the public hearing.

Legal Review

No legal review is required at this time.

Recommendation

Staff recommends that the Council schedule a public hearing for June 9, 2014 to receive public comment regarding potential program applications for the Neighborhood Assistance Program.

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

Move, to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on June 9, 2014, to solicit public comment regarding potential program applications to the Neighborhood Assistance Program.

Attachments

1) Neighborhood Assistance Act Information Sheet



25 Sigourney Street
Hartford CT 06106-5032

INFORMATIONAL PUBLICATION

The Connecticut Neighborhood Assistance Act Tax Credit Program

Purpose: This Informational Publication explains the Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program

Effective Date: upon issuance.

Statutory Authority: Conn. Gen. Stat. §12-630aa et. seq.

Definitions: For purposes of the NAA tax credit program:

Business firm means any business entity authorized to do business in the state and subject to the tax due under the provisions of Chapter 207, 208, 209, 210, 211, 212 or 213a. For purposes of a business entity subject to the provisions of Chapter 213a, the tax credit earned by such entity may be used by the members or partners of such entity that are subject to the Corporation Business tax under Chapter 208.

Donation of money to an open space acquisition fund means money contributed to an open space acquisition fund of any political subdivision of the state or any nonprofit land conservation organization.

The money must be used for the purchase of land, interest in land, or permanent conservation restriction on land to be permanently preserved as protected open space.

Energy conservation projects means programs to promote energy conservation that are directed toward properties where at least 75% of occupants are at an income level not exceeding 150% of the poverty level for the year immediately preceding the year during which the tax credit is to be granted or at properties owned or occupied by charitable corporations, foundations, trusts, or other entities. Such projects include, but are not limited to:

- Energy conserving modification or replacement of windows and doors;
- Caulking and weather-stripping;
- Insulation;
- Automatic energy control systems;

- Hot water systems;
- Equipment required to operate variable steam, hydraulic, and ventilating systems;
- Replacement of burners, furnaces, or boilers;
- Electrical or mechanical furnace ignition systems; or
- Replacement or modification of lighting fixtures.

The Connecticut Neighborhood Assistance Act Tax Credit Program: The NAA Tax Credit Program provides a tax credit to business firms that make cash investments in qualifying community programs conducted by tax exempt or municipal agencies. Such tax credit may be applied against the taxes due under the provisions of chapter 207, 208, 209, 210, 211, or 212. The community programs must be approved by both the municipality in which the programs are conducted and by the Department of Revenue Services (DRS).

Community Programs That Qualify for the NAA Tax Credit Program: Listed below are examples of the types of programs that qualify for the NAA tax credit and the amount of the available credit.

A tax credit equal to 100% of the cash invested is available to business firms that invest in energy conservation projects.

A tax credit equal to 60% of the cash invested is available to business firms that invest in programs that provide:

- Neighborhood assistance;
- Job training;
- Education;
- Community services;
- Crime prevention;
- Construction or rehabilitation of dwelling units for families of low and moderate income in the state;
- Donation of money to an open space acquisition fund;
- Child day care facilities;
- Child care services;

- Employment and training programs directed at handicapped persons;
- Employment and training programs for unemployed workers who are 50 years of age or older;
- Education and employment training programs for recipients in the temporary family assistance program;
- Community-based alcoholism prevention or treatment; or
- Any other program which serves a group of individuals where at least 75% of the individuals are at an income not exceeding 150% of the poverty level for the year immediately preceding the year during which the tax credit is to be granted.

Obtaining Approval for the NAA Tax Credit Program:

Tax-exempt entities and municipal agencies desiring to obtain benefits under the NAA must complete **Form NAA-01, Connecticut Neighborhood Assistance Act Program Proposal**, Parts I, II, and III and submit the form to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes Part IV of Form NAA-01 and submits the form to DRS on or before July 1 of each year. Prior to submitting Form NAA-01 to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs. Copies of the public hearing notice and minutes of the meeting approving the programs must be submitted by the municipality to DRS with the approved program proposals.

Limits on the Amount of Contributions That May Be Made or on the Amount of Tax Credit Available: The NAA Tax Credit Program has several statutory limits which must be observed, including the following:

- A business firm is limited to receiving \$150,000 in tax credits annually; however, the amount of tax credit allowed any business firm for investments in child day care facilities for any income year may not exceed \$50,000.
- The minimum contribution on which a tax credit can be granted is \$250.
- Any organization conducting a program or programs eligible for funding under the NAA is limited to receiving an aggregate of \$150,000 of funding for any program or programs for any fiscal year.

- The total amount of all tax credits allowed in any fiscal year is \$5 million, which, if exceeded, results in prorating the approved tax credits among the approved organizations.
- Effective with the 2011 NAA program, the total charitable contributions of the contributing business firm does not need to equal or exceed its prior year's charitable contributions in order to be eligible for the tax credit.

Business Applications Deadlines: Each business firm requesting a tax credit under the NAA Tax Credit Program must complete a separate **Form NAA-02, Connecticut Neighborhood Assistance Act (NAA) Business Application**, for each program it wishes to sponsor. Form NAA-02 must have an original signature and be mailed or hand-delivered to DRS on or after September 15 but not later than October 1 of each year.

Claiming the Tax Credit: DRS issues an NAA program approval letter to business firms that make cash investments in qualified community programs. The letter indicates the tax credit amount that may be claimed on the applicable business tax return. The tax credit amount must also be entered on **Form CT-1120K, Business Tax Credit Summary**, and/or **Form CT-207K, Insurance/Health Care Tax Credit Schedule**.

Carry Back Provisions: The amount of tax credit that is not taken on the tax return of a business firm for the income year beginning during the calendar year in which the program proposal was approved may be carried back to the two immediately preceding income years (beginning with the earlier of the years). No carry forward is allowed.

Obtaining Additional Information: Direct inquiries to:

Department of Revenue Services
 State of Connecticut
 Research Unit
 25 Sigourney St Ste 2
 Hartford CT 06106
 Call: 860-297-5687
 Email: DRS.TaxResearch@po.state.ct.us

Effect on Other Documents: Informational Publication 2010(22), The Connecticut Neighborhood Assistance Act Tax Credit Program, is superseded and may not be relied upon after the date of issuance of this Publication.

Effect of This Document: An Informational Publication issued by DRS addresses frequently asked questions about a current position, policy, or practice, usually in a less technical question and answer format.

Related Forms and Publications: Request the most recent edition of the following forms: **Form NAA-01**, *Neighborhood Assistance Act Program Proposal*, and **Form NAA-02**, *Neighborhood Assistance Act Business Application*.

For Further Information: Call DRS during business hours, Monday through Friday:

- 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only); or
- 860-297-5962 (from anywhere).

TTY, TDD, and Text Telephone users only may transmit inquiries anytime by calling 860-297-4911.

Forms and Publications: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms and publications.

Paperless Filing/Payment Methods (fast, easy, free, and confidential):

Business and individual taxpayers can use the **Taxpayer Service Center (TSC)** at www.ct.gov/TSC to file a variety of tax returns, update account information, and make payments online.

File Electronically: You can choose first-time filer information and filing assistance or log directly into the **TSC** to file returns and pay taxes.

Pay Electronically: You can pay taxes for tax returns that cannot be filed through the **TSC**. Log in and select the *Make Payment Only* option. Designate a payment date up to the due date of the tax and mail a paper return to complete the filing process.

DRS E-Alerts Service: Get connected to the latest news from DRS. Receive notification by email of changes to legislation, policies, and procedures. **DRS E-Alerts** provide information for employer's withholding tax, News – Press Releases, and Top 100 Delinquency List. Visit the DRS website at www.ct.gov/DRS and select *Sign up for e-alerts* under *How Do I?* on the gold navigation bar.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Curt Vincente, Director of Parks and Recreation; Linda Painter, Director of Planning and Development; Curt Hirsch, Zoning Enforcement Officer
Date: May 12, 2014
Re: Proposed Amendments to Parks Rules and Regulations; Program Sponsorship Signs and Banners

Subject Matter/Background

The Mansfield Little League (MLL) has installed a new scoreboard at Southeast Park Field "B" that includes a panel recognizing Windham Hospital as the sponsor that donated the scoreboard to the MLL. Town staff has noted a potential issue with the Parks Rules and Regulations, which allow for only *temporary* program sponsorship signs and banners.

The Park Rules and Regulations prohibit commercial advertising; however, Section A194-1(J) provides an exception for temporary program sponsorship signs and banners. This exception dates back to 2003, when the Town Council amended the Parks Regulations to allow for temporary signs and banners at select municipal facilities. Under this initial amendment, the youth league needed to remove the signs and banners following each game. This practice ultimately proved too onerous, and in May 2007 the Council approved a subsequent modification to allow the temporary sponsorship signs and banners to be erected for an entire season.

In adopting the 2003 and 2007 amendments to the Park Regulations, the Council sought the input of the Planning and Zoning Commission (PZC), which regulates signs through its Zoning Regulations. The PZC subsequently amended the Zoning Regulations to further clarify the definition of "public signs" and to specify that temporary sponsorship signs and banners as provided for in the Park Regulations shall not be considered advertising for the purposes of the Zoning Regulations.

Parks and Recreation staff has prepared a new set of revisions (see attached) to allow for *permanent* installation of sponsorship signs and banners on *scoreboards* and to provide the department with more discretion regarding the location of signs and banners. Importantly, we are also taking this opportunity to

propose the prohibition of smoking and the use of tobacco products in Town parks.

Financial Impact

In recent years the MLL, as an official co-sponsored organization of the Town, has made significant improvements to Southeast Park in conjunction with the municipality. The MLL has supplemented the Town's investment in Southeast Park with significant monetary support for park improvements, local volunteer contractor support for construction work, and countless hours of volunteer time for positive youth programming. With the support of Windham Hospital, the MLL was able to erect its new scoreboard without a financial contribution from the Town.

Legal Review

The Town Attorney has reviewed and approved the form of the proposed revisions to the Parks Regulations.

Recommendation

The Recreation Advisory Committee (RAC) recently reviewed the scoreboard donation and sponsor recognition, and expressed unanimous support for the project. In keeping with past practice, staff recommends that the Council refer the proposed amendments to the Parks Regulations to the PZC for review and comment.

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

Move, to refer the proposed amendments to Chapter A194 of the Parks Rules and Regulations to the Planning and Zoning Commission for review and comment.

Attachments

- 1) Proposed Amendments to Park Rules and Regulations
- 2) Scoreboard Specifications

DRAFT – Proposed changes 5/12/14, ~~striketrough~~ to be removed, underlined to be added.

Chapter A194: PARK RULES AND REGULATIONS

[HISTORY: Adopted by the Town Council of the Town of Mansfield 11-25-1974, effective 12-3-1974. Amendments noted where applicable.]

GENERAL REFERENCES

Alcoholic beverages — See Ch. 101.

Outdoor burning — See Ch. 114.

Parks and recreation areas — See Ch. 137.

§ A194-1 Permitted activities.

§ A194-2 Prohibited activities.

§ A194-1 Permitted activities.

The following park uses and/or activities are permitted subject to additional specific regulations which may be adopted by the Town Council or its designated agency:

- A. Hiking, picnicking, organized nature study, bicycling and horseback riding in designated areas.
- B. Ice skating, swimming, cross country skiing and fishing at specific times and/or places.
- C. Day and/or night camping only in specified areas, with a permit issued by the Town Manager or other designated person or agency of the town.[Amended 7-25-1983]
- D. Open fires only in fireplaces in designated picnic areas around Bicentennial Pond.[Amended 7-25-1983]
- E. Open camping fires are thus prohibited in the remainder of Schoolhouse Brook Park.[Added 7-25-1983]
- F. Organized games in designated areas.
- G. Posting of signs only with permission issued by the Town Manager or other designated person or agency of the town.[Amended 7-25-1983]
- H. Special activities and/or programs only upon approval by the Town Manager or other designated person or agency.

I. Pets on leash only.

J. Subject to compliance with applicable provisions of the Mansfield Zoning Regulations, the Parks and Recreation Department may authorize not-for-profit organizations to erect temporary-program sponsorship signs/banners in Town parks, subject to the following conditions:[Added 1-27-2003, effective 2-25-2003]

- (1) Eligibility. Only not-for-profit organizations that operate to serve Mansfield residents are eligible to erect signs/banners under this subsection. The eligible not-for-profit organizations may erect ~~temporary~~ signs/banners for only those businesses, organizations, individuals and other entities that provide monetary or other material assistance to the eligible organization. Subject to the conditions expressed herein, the Parks and Recreation Department has the discretion to reasonably determine which not-for-profit organizations and program sponsors are eligible to erect signs/banners under this subsection.
- (2) Location. The location of ~~temporary-program~~ sponsorship signs/banners in Town parks shall be limited to four sites: active ballfields at the reasonable discretion of the Department of Parks and Recreation. [Amended 9-14-2009, effective 10-9-2009]
 - (a) ~~Around the interior perimeter of the outfield fence at Southeast Park Field A;~~
 - (b) ~~Adjacent to the Southeast Park Football Field;~~
 - (c) ~~Adjacent to the playing fields at the Lions Club Memorial Park; and~~
 - (d) ~~Around the interior perimeter of the fence at the Mansfield Skate Park.~~
- (3) Duration. Signs/Banners permitted under this subsection may be erected or displayed permanently on scoreboards and for the duration of the season around the perimeter of the ballfields. Signs/Banners around the ballfields must be removed following the conclusion of the season.[Amended 5-14-2007, effective 6-11-2007]
- (4) Construction. Signs/Banners permitted under this subsection must be single-sided, non-illuminating, ~~temporary or portable in design,~~ and constructed with weather-proof material.
- (5) Size. Signs/Banners permitted under this subsection cannot exceed 32 square feet in area or for scoreboards, cannot exceed thirty-three percent of the total scoreboard area.
- (6) Color/Format. Signs/Banners permitted under this subsection must be consistent in format ~~and have a dark background.~~ Wording on signs/banners permitted under this subsection is limited to the name, phone number, website and logo of the program sponsor. Sign/color format of any Sign/Banner is subject to the reasonable approval of the Department of Parks and Recreation.

(7) Enforcement. The Parks and Recreation Department shall administer and enforce the requirements of this subsection.

(8) Other. Subject to the conditions expressed herein, the Parks and Recreation Department has the discretion to develop additional location requirements at the four sites defined in Subsection J(2) above, and other restrictions and guidelines for signs/banners permitted under this subsection impose reasonable restrictions and develop guidelines for program sponsorship signs consistent with these Regulations.[Amended 9-14-2009, effective 10-9-2009]

§ A194-2 Prohibited activities.

Prohibited activities shall be as follows:

A. Commercial advertising, except for temporary program sponsorship signs/banners as permitted in § A194-1J above.[Amended 1-27-2003, effective 2-25-2003]

B. Vending or soliciting of any type except as authorized by the Town Council.

C. Littering.

D. Removal of or injury to trees, shrubs, flowers and/or other plants.

E. Molesting of birds and/or other fauna.

F. Destruction, misuse and/or defacement of park property.

G. Use or possession of explosives, firearms and/or fireworks.

H. Hunting and/or trapping.

I. Pets in swimming area.

J. All motorized vehicles except on designated public access roads and parking areas.

K. Use of the park, including parking areas, between sunset and sunrise without proper permit.

L. Disorderly conduct or any other illegal activity.

M. Drinking or possession of alcoholic beverages.[Added 3-10-1975, effective 3-19-1975]

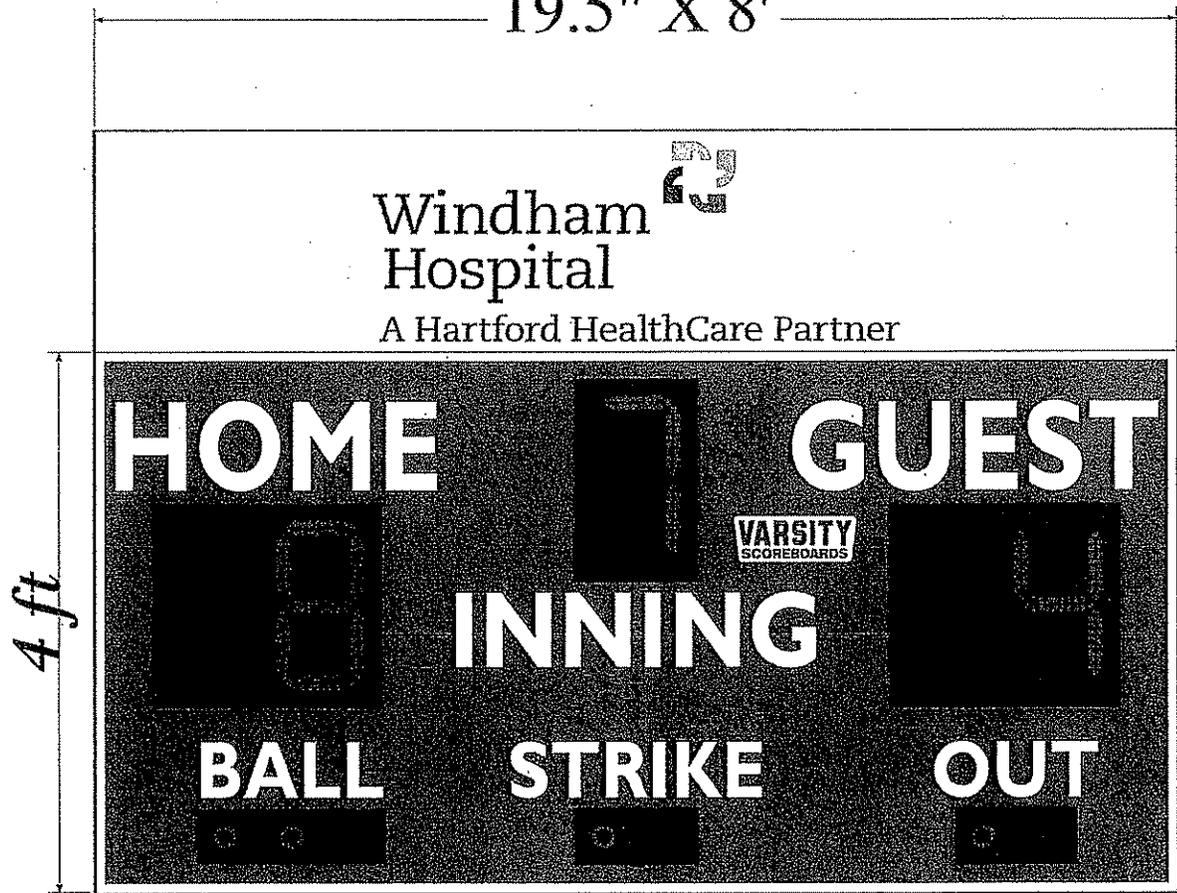
N. Golfing.[Added 7-28-1997, effective 8-23-1997]

O. Smoking and use of tobacco/nicotine products.

Graphics Authorization Form

MODEL - VSBX314 SPONSOR AREA

19.5" X 8'



Graphic Artist's Notes to Customer

None.

Sales Rep Name

Tassie Pace

Sales Rep Email

tassiepace@scoreboard1.com

Client Name or Contact

TODD HODRINSKY

Model Number

Customer Name

Approval/Disapproval

Approved Disapproved

Reason for Disapproval (if applicable)

Please review carefully. Changes once graphics approval is submitted may result in additional charges. Colors are for proofing only and may vary on different printers, monitors and finished products.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Mark Kiefer, Superintendent of Public Works
Date: May 12, 2014
Re: Successor Collective Bargaining Agreement for Public Works

Subject Matter/Background

Staff has negotiated a proposed successor collective bargaining agreement with our Public Works Union, and the Union members ratified that agreement on May 7, 2014. 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:

- The duration of the proposed agreement is three years (July 1, 2013 – June 30, 2016)
- Wages
 - 1.75% general wage increase in Year 1 with a 1-time payment equivalent to 0.25% of salary
 - 1.75% general wage increase in Year 2, with an additional 0.25% awarded if state revenues remain flat or increase
 - 1.75% general wage increase in Year 3, with an additional 0.25% awarded if state revenues remain flat or increase
 - Base pay parity for truck drivers with groundskeepers. Implementation to occur following execution of the agreement (no retroactivity).
- Longevity
 - Increase of \$50 per year for longevity benefit
- Health Insurance
 - Plan design changes to the POE plan effective as of 7/1/2014, or as soon as practicable after ratification by the Council and Union
 - Medicare becomes primary insurance for active employees age 65 and older
 - Should the Town not have a plan that meets the "affordability" criteria as defined in the Affordable Care Act, the Town and Union agree to a re-opener to design a third plan that meets the affordability criteria
 - Employee share of premium increases as follows:
 - Year 2: PPO increases to 15%, POE Plan to 15%

- Year 3: PPO increases to 16%, POE Plan to 16%
- Employees obtaining health insurance through the state exchange are not eligible to participate in the payment in lieu of health insurance program
- Retiree health insurance monthly contribution
 - Increases by \$85 per month to \$225/month (close to parity with other bargaining groups)
- Leave Benefits
 - Eliminates accrual of sick leave, personal leave or floating holiday leave for any absence in excess of ninety days (this rule already applied to vacation leave)
 - Updates permissible uses of sick leave to reflect CT Sick Leave Law requirements.
 - Specifies that vacation leave is the only form of leave that can be used to supplement the LTD benefit (reduces Town's premium expenses)
- Updates the anti-discrimination provisions to include reference to genetic information, gender identity
- Extends grievance timelines for both parties
- Replaces clothing payment in cash with an allowance administered by staff. The employees' dollar goes further and it ensures that they are spending the money on safe and appropriate work gear. With this system, the Town does not have to pay payroll taxes on the benefit. Increase of \$50 per year per employee.

Financial Impact

The Public Works Union represents approximately 20 full-time Town employees in the operations divisions of the Public Works Department. The estimated increased cost of the total package in Year 1 will be \$65,060¹, Year 2 a decreased cost of \$26,784, and in Year 3 an increase of \$50,916. The cumulative percentage change from FY 12/13 (previous CBA) to the end of Year 3 of the successor CBA is 5.2% or an average increase of 1.73% per year.

Several factors will assist in reducing the impact of increases to employer contributions for health insurance: implementing a new health insurance plan design for the POE plan on 7/1/2014; increasing employee shares of the health insurance premiums for Years 2 and 3 of the agreement; requiring that Medicare become the primary insurance coverage for active employees age 65 and older; and not allowing active employees who participate in the state health insurance exchange to participate in the Town's payment in lieu of health insurance program.

There are sufficient funds in contingency to cover the cost of the wage increase for Year 1 of the contract. The Council's Adopted FY 2014/15 Budget also

¹ A significant winter storm season impacted the overtime budget for Public Works; more funds than normal were expended in the overtime account as a result, thus impacting costs for Year 1 of the contract.

includes sufficient funds to cover the costs associated with Year 2 of the agreement. For more detailed estimates please refer to the attachment.

Recommendation

The Council has three options. Option 1 is to authorize the Town Manager to execute the proposed successor collective bargaining agreement as presented. Since the contract was negotiated in good faith, with guidance from the Council, and has since been ratified by the Union, staff recommends Option 1.

Move, effective May 12, 2014, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield and Local 2001, CSEA – Public Works, which agreement shall be effective retroactive to July 1, 2013 and expire on June 30, 2016.

If Council is dissatisfied with the proposed successor collective bargaining agreement as presented, Option 2 would be to reject the agreement as presented. If Council rejects the agreement, the matter shall be returned to management and the union for further bargaining. If the parties cannot reach a new agreement, we would proceed to mediation. If mediation fails to help the parties reach an agreement, the parties will be subject to binding arbitration.

Option 3 would be to take no action on the agreement, in which case the agreement would become effective after a 30-day period.

Attachments

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

Town of Mansfield
Public Works Union - Salary and Benefits Estimates - July 1, 2013 - June 30, 2016

Fiscal Year	Est. Salaries (Base)	Est. Salaries (Overtime)	One-Time Payment	FICA	Medicare	MERS	Longevity	Clothing Allowance	Life Ins.	STD Ins.	LTD Ins.	Health Ins. (Town Share)	Total	% Change
FY 2012/2013	1,080,171	171,788	--	77,621	18,153	147,606	13,725	7,697	3,500	5,900	6,557	181,255	1,713,974	
Year 1 - FY 2013/2014	1,094,983	186,856	27,375	81,171	18,984	153,564	9,500	7,150	3,548	5,981	6,647	183,277	1,779,034	3.8%
Year 2 - FY 2014/2015	1,128,656	138,960	--	78,592	18,380	151,860	10,065	8,150	3,657	6,165	6,851	200,914	1,752,250	-1.5%
Year 3 - FY 2015/2016	1,163,239	141,739	--	80,909	18,922	156,336	10,065	8,150	3,769	6,353	7,061	206,622	1,803,166	2.8%
Years 1-3 of Contract - Total	3,386,878	467,554	27,375	240,672	56,286	461,761	29,631	23,450	10,974	18,498	20,558	590,812	5,334,450	

Assumptions/Notes:

Estimated salaries includes overtime payments and reflects costs of solid waste fund operations employees.

Estimated salaries includes 1.75% GWI Year 1, 2% GWI Year 2, 2% GWI Year 3 & Truck driver base pay parity Years 2 & 3.

Estimated overtime uses recent trends (average) and applies GWI. FY 12/13 includes some FEMA reimbursed overtime expenses.

A significant winter storm season impacted the overtime budget for Public Works; more funds than normal were expended in the overtime account as a result, thus impacting costs for Year 1 of the contract.

MERS increased 0.19% in Year 1.

Longevity includes applicable taxes, amounts may vary slightly based upon employee retention.

Life and disability insurance rates calculated from base salary, excludes overtime.

Beginning FY 13/14 clothing allowance no longer issued in form of cash payment, therefore no payroll taxes applied to cost.

Health insurance in Year 3 assumes increase based on trend data.

Health insurance includes payment in lieu of insurance benefit for employees opting out of coverage.

Health insurance employee share of premium increases to 15% in Year 2 and 16% in Year 3.

FY 12/13 and FY 13/14 were significant transition years due to retirements; appointed seven new operations employees in last two years.

Tentative Agreement, 5/1/2014 Green font reflects changes

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU – Public Works Employees

July 1, 2013 – June 30, 2016

2013-2016

**Collective Bargaining Agreement Between CSEA Local 2001, Public Works,
(herein referred to as the Union) and The Town of Mansfield, Connecticut**

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Tentative Agreement, 5/1/2014 Green font reflects changes

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**Collective Bargaining Agreement Between CSEA Local 2001, Public Works
(herein referred to as the Union) and The Town of Mansfield, Connecticut (herein referred
to as the Town)**

**Article I
RECOGNITION**

- 1.1 The Town recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all regular full-time employees of the Public Works Department of the Town excluding the Director, the Superintendent, clerical employees of the Town, employees in the Engineering Division, part-time employees who regularly perform less than sixteen (16) hours of work per week, seasonal employees and all other Town employees, including employees of the Board of Education.

**Article II
UNION SECURITY**

- 2.1 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 a service fee.
- 2.2 As a condition of continued employment, each employee shall either be a Union member to the extent of paying monthly dues to Local 2001, CSEA, Inc. uniformly required of all members, or pay to the Union 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.
- 2.3 The Town agrees to deduct from the wages of all employees who are members of the Union under this Agreement the monthly dues, service fees, and initiation fees and submit same to the Financial Secretary-Treasurer of the Local no later than the fifteenth of each month. Prior to such deduction, the Union agrees to submit to the Town a written authorization card duly signed by each individual member authorizing this deduction. This authorization card shall be in accordance with the requirements of applicable law.

- 2.4 The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other form of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

**Article III
UNION BUSINESS**

- 3.1 Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance at conferences, institutes or seminars sponsored or endorsed by the Union.
- A. Written request for such leave shall be submitted by the Union to the department head at least ten (10) calendar days prior to the first day of such requested leave.
 - B. Not more than an aggregate total of five (5) days of leave from scheduled duty shall be granted annually with pay under this section.
 - C. The department head may deny a request for paid leave submitted under this section, if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a period longer than one (1) day, the department head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
 - D. After the submission of a request for leave under this section, the department head shall grant or deny the request in writing to the Union within three (3) calendar days. In granting any such request, s/he may require that the employee, upon return to duty, furnish evidence of attendance at the conference, institute or seminar for which the leave was granted.
- 3.2 A. One Union steward in the Public Works Department shall be allowed a reasonable amount of paid working time to perform labor-management business, including but not limited to the investigation and presentation of grievances,

communicating with bargaining unit members and with the Union office and/or Union staff, including the use of the telephone for Union business. Notwithstanding the foregoing, the Union or the individual steward will be responsible to reimburse the Town for any long distance calls made on a Town telephone.

- B. Before engaging in such labor-management business on Town time, the steward will, whenever possible, seek prior approval from an appropriate management official. The Town agrees that such approval will not be unreasonably withheld.
- C. When grievance, arbitration or labor board hearings take place during normal working hours, employees whose attendance is reasonably required by either the Union or the Town will not lose any pay for attending said hearings. Should the specific circumstances of the situation require more than three employees, the Union shall request and obtain agreement from the Town, which shall not be unreasonably withheld. In addition to the grievant, the Union may call a reasonable number of witnesses to attend said hearings. The Union will request the release of required witnesses to attend such hearings at least twenty-four (24) hours prior to the scheduled hearing. Permission to attend the hearing will not be unreasonably withheld by the Town and will only be withheld in circumstances where the absence of employees from their assigned duties would create a hardship for the Town. In such situations, the parties will mutually agree on a schedule that will allow necessary witnesses to attend grievance, arbitration or labor board hearings.

3.3 The Town agrees that a reasonable number of employees, designated by the Union as members of the negotiating committee, will be permitted to attend collective bargaining negotiations without being docked pay when such meetings are scheduled during the normal work day.

3.4 The Town will provide each employee with a copy of this Agreement upon request within ~~thirty (30) days after its signing~~. This agreement will also be placed on the employee intranet. New employees will be given a copy of this Agreement at the time of hire.

Article IV

RIGHTS OF THE TOWN OF MANSFIELD

- 4.1** Unless expressly limited by this Agreement, the rights, powers and authority held by the Town of Mansfield, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, current or future, general or special act of the legislature, town ordinance, regulation or other type of lawful provision, over matters involving the Mansfield Public Works Department, including but not limited to, full operational control over the policies, practices, procedures, regulations and direction with respect to employees of the Department covered by this Agreement shall remain vested solely and exclusively in the Town of Mansfield.

Article V

THE SUPERINTENDENT

- 5.1** Except in emergency situations, the superintendent shall not perform any bargaining unit work or operate any equipment except to get a job started or to troubleshoot equipment where bargaining unit employees qualified to perform the work are not available.

Article VI

OUTSIDE EMPLOYEES AND PART-TIMERS

- 6.1** Except for subcontractors and their employees, and except in emergency situations, the Town will not bring in outside workers or part-time workers not covered by this Agreement in order to avoid overtime for regularly scheduled bargaining unit employees. This clause will not preclude the Town from employing regularly scheduled part-time employees nor will it limit the Town's right to subcontract work.
- 6.2** Additionally, in snow and other emergency situations, when all regularly scheduled bargaining unit employees are working, the Town shall have the right to utilize outside workers and part-time workers as the Town Manager or his representative deems necessary. This clause (6.2) shall not be interpreted as a limitation of the Town's right to subcontract.

Article VII
SENIORITY AND LAYOFFS

- 7.1 Seniority shall be defined as an employee's length of continuous full-time service from the first day of work since his/her most recent date of hire in the Public Works Department. Probationary employees shall have no seniority during the period of their probation, but at the expiration of such period, they shall immediately accrue seniority from their date of hire.
- 7.2 In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to replace any less senior employee in any equivalent or lower job classification for which s/he is qualified and is physically capable of performing the duties of the equivalent or lower job classification; and such replaced employee may exercise the same right. An affected employee has no option but to accept layoff when there is no less senior employee in any equivalent or lower job classification in the Public Works Department. For the purposes of this section only, a Union steward (not to exceed one (1) shall be treated as the most senior person in his/her classification or in any classification into which s/he is placed as a result of this section. This shall not, however, affect the Union's right to appoint an alternate steward, who will not have super seniority, to act in the absence of the steward.
- 7.3 Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a minimum of eighteen months from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, and shall be expected to report for duty not more than ten (10) days after the mailing of such notification. The time limit may be waived by agreement of the parties for good cause. Recalled employees shall return to the same status held on the date of layoff in terms of classification, pay rate within classification, ~~vacation and sick leave~~ accumulation (if any), seniority and all other benefits (including pension, to the extent permitted by the Connecticut Municipal Employees Retirement System.) Prior years of full-time service which have been interrupted by a layoff shall be applied to length of service when determining vacation leave accruals. However, no seniority or other leave time, vacation time or other benefits shall accrue during the period of layoff.
- 7.4 Seniority shall be broken only by the following events: discharge for cause; retirement;

resignation; layoff for more than the applicable recall period; failure to report for duty within ten (10) days after notification of recall (unless waived in accordance with preceding section); or absence without notification for a period of more than three days unless unusual circumstances prevent timely notification. Seniority accumulation shall be suspended but not broken during layoff.

- 7.5 No employee shall attain seniority under this Agreement until s/he has been continuously on the payroll of the Town for a period of one hundred eighty (180) calendar days. During such period, s/he shall be on probation and can be terminated by the Town in its sole discretion for any reason whatsoever, and neither the employee nor the Union on his/her behalf shall have recourse to the grievance or arbitration provisions of this Agreement. Upon completion of the probationary period, an employee's seniority shall date back to the commencement of his/her employment.
- 7.6 When the Town determines a vacancy is to be filled, the Town agrees to offer the job to lower rated employees. The vacant position shall be posted for union members, who shall have a minimum of five (5) working days in which to apply. Vacancy does not include situations in which an incumbent employee is in an existing position that is reclassified to a different classification. If promotions are made to higher rated jobs, they shall be made on the basis of seniority, ability and experience. This is to be determined by the Town Manager and/or the Director of Public Works. Whenever possible, any promotion out of seniority shall be discussed with the Union business agent before being put into effect.
- 7.7 A fourteen (14) calendar day notice shall be given in writing to the Union when there are to be layoffs. A list will be given to the Union indicating the names of employees to be laid off and their seniority status in relation to the remaining employees.
- 7.8 Upon request, the Town will provide the Union annually with a seniority list containing names, addresses, classifications, pay scales and dates of hire for all employees in the bargaining unit. ~~Additionally, the Town will notify the Union of changes in said list as they occur.~~ The Union must designate in writing to the Town Manager the name of the Union Steward upon signing of the contract and thereafter when a change is made to receive preferential seniority.
- 7.9 Except as otherwise specifically set forth in this article, the term layoff means involuntary

separation from employment because of lack of work, lack of funds, elimination of position or other legitimate reason. The term layoff shall not include demotion or cases where an employee is promoted but does not successfully complete the probationary period for the new classification or situations where the employee is separated because they are unable to become fit for duty. Such an employee shall be returned to a position in his/her former classification if at any time during the probationary period the Town determines s/he is not qualified for the new classification.

**Article VIII
HOLIDAYS**

8.1 The following holidays shall be observed as days off with regular straight time pay:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
One Floating Holiday	

8.2 ~~To be eligible, an employee must work the regularly scheduled day before and day after the holiday, unless excused because of illness or other reason acceptable to the Town.~~ In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on both the scheduled workdays immediately preceding and following the holiday. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days will not be eligible to accrue floating holiday leave until they return to duty; when an employee returns to duty floating holiday leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date.

8.3 Except as provided in section 8.4, All work performed by bargaining unit employees on the above-enumerated holidays (section 8.1) shall be paid for at one and one-half times the employees rate of pay. Such pay shall be in addition to the holiday pay to which those employees are entitled.

8.4 All work performed by bargaining unit employees on New Year's Day (January 1),

Christmas Day (December 25) and Thanksgiving Day (fourth Thursday in November) shall be paid for at twice (double time) the employees rate of pay. Such pay shall be in addition to the holiday pay to which those employees are entitled.

8.5 Holidays for the solid waste and recycling areas employees will be observed as follows.

Group I - Days Open

Veterans' Day

Group II - Days Closed

New Year's Day

July Fourth

Christmas

Group III - Always on Monday

Martin Luther King's Birthday

President's Day

Memorial Day

Labor Day

Columbus Day

Group IV

Good Friday

Thanksgiving

Friday after Thanksgiving

Floating Holiday

Group I holidays that fall on a Sunday or Monday will be treated as Group III holidays with another day taken off for the Monday that the holiday is observed.

Group I holidays that fall on a Saturday will be observed on the Friday preceding the Saturday, and the Saturday worked as a regular work day.

Group II holidays that fall on a Saturday are legally observed on the Friday preceding the Saturday. As the landfill will be closed on this Saturday, employees will be scheduled to work the preceding Monday.

Group III holidays always fall on a Monday when the solid waste and recycling areas is closed. Solid waste and recycling area employees may take another day off for these holidays, normally within 14 days of the actual holiday.

Group IV holidays will be taken off on the days that they fall on and are observed (Thursday and Friday for Good Friday and Thanksgiving; the designated day for the

Floating Holiday.)

Holidays that fall on Tuesday through Friday will simply result in the closure of the facility on that day.

Article IX
SICK LEAVE

9.1 The department head may allow sick leave for the following purposes.

- A. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- B. Enforced quarantines in accordance with public health regulations.
- C. To meet medical or dental appointments in excess of two (2) hours duration when an employee has made reasonable efforts to secure appointments outside normal working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs.
- D. Illness or physical incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of ~~three (3)~~ five (5) days per calendar year except as otherwise stated in the Town's FMLA policy.
- E. Sexual assault or family violence.

9.2 All employees will earn and accrue ten (10) hours of sick leave per month, not to exceed a maximum accrual of 240 hours, to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in 9.1 above.

- A. No employee and/or his/her estate is entitled to receive payment for accrued sick leave upon separation from service for any reason, including but not limited to termination, retirement and death.
- B. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days shall cease to accrue sick leave until they return to duty; when an

employee returns to duty sick leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date.

- 9.4 A. A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.
- B. On the first day of absence from work due to illness, the employee shall report his/her illness to the supervisor no later than one (1) hour after the beginning of the scheduled work assignment, except that where a relief employee is required, such report must be made at least one (1) hour prior to the beginning of the scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.
- 9.5. 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 XXII.
- A. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$1,650 per week. The Town shall supplement the benefit to 100 percent of weekly net pay. Short-term absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.
- B. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month.

Employees may only utilize ~~any form of accrued~~ vacation leave ~~other than sick leave~~ to supplement their long-term disability benefit; employees may utilize earned leave other than sick leave to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

Article X

FAMILY AND MEDICAL LEAVE

- 10.1 An employee who has completed at least one year's service and has worked at least 1250 hours during that year shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 as may be amended from time to time and in accordance with the Town's FMLA policy. An employee shall be required to use all paid leave concurrently with unpaid FMLA leave. The Town shall utilize the rolling method when calculating a 12 month FMLA period. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's office.

Article XI

PERSONAL LEAVE

- 11.1 All employees covered by this Agreement and who have completed their probationary period may request, and the director of Public Works may grant, up to a maximum of three (3) personal leave days per year with pay, ~~for the purpose of~~. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days will not be eligible to accrue personal leave until they return to duty; when an employee returns to duty personal leave accruals will be pro-rated for the fiscal year based upon the employee's return to duty date. Personal leave may be used for:

- A. Personal business which cannot be conducted outside normal working hours; or
- B. Other good and sufficient personal reasons.

Employees may not take personal leave of less than one-quarter (1/4) of their normal workday. Unused personal leave may not be carried over into a new fiscal year or be

paid to separating employees.

**Article XII
BEREAVEMENT LEAVE**

12.1 In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) consecutive work days paid leave. All days must be taken within one week of the funeral or service.

Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, great grandparents, and any other family member domiciled in the employee's household, and domestic partner regardless of gender. Domestic partner is defined as an individual in a cohabitating relationship of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional consecutive workday off with pay.

**Article XIII
VACATIONS**

13.1 All employees covered by this Agreement who have completed the following periods of continuous service with the Town shall accrue vacation leave on a monthly basis as defined in the table below:

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>	<u>Maximum Accrual on Nov. 1st</u>
Six months 40 hr work week employees	6.67 hrs/month ≈ 5 days	40 hours ≈ 5 days
1 year up to but not including 5 years 40 hr work week employees	6.67 hrs/month ≈ 10 days/yr	160 hours ≈ 20 days
5 years up to but not including 10 years 40 hr work week employees	10 hrs/month ≈ 15 days/yr	200 hours ≈ 25 days
10 years up to but not including 20 years		

40 hr work week employees	13.34 hrs/month ≈ 20 days/yr	240 hours ≈ 30 days
20 years and over 40 hr work week employees	16.67 hrs/month ≈ 25 days/yr	280 hours ≈ 35 days

- A. Vacation leave earned in any month of service may be used in any subsequent month.
 - B. Employees with approved leaves of absence of ninety (90) calendar days or less shall continue to accrue vacation leave as defined in 13.1.
 - C. Employees with approved leaves of absence in excess of ninety (90) continuous calendar days shall cease to accrue vacation leave until they return to duty.
- 13.2 Employees shall be entitled to select their vacation periods subject to the approval of the Director of Public Works or his/her designee, with consideration given first to those employees with the longest seniority.
- 13.3 Employees may not take vacation leave of less than one-hour intervals.
- 13.4 Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in 13.1. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to Human Resources no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.
- 13.5 Unless an employee is eligible for and chooses to take separation leave pursuant to section 14.1 of this agreement, upon separation he/she will be paid for any vacation balance accrued at the time of separation, subject to the maximum vacation time allowed (annual accrual plus 10 days).

**Article XIV
SEPARATION LEAVE**

14.1 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 continue to receive holiday pay and retain his/her health insurance benefits as he/she would as an active employee.

**Article XV
WAGES AND HOURS**

15.1 A. Each employee covered by this Agreement shall be paid pursuant to the salary schedules attached hereto and captioned in Appendices A & B. Wage increases for the duration of this agreement are as follows:

General Wage Increases

	<u>FY 10/11 13/14</u>	<u>FY 11/12 14/15</u>	<u>FY 12/13 15/16</u>
July 1	1.75%	1.75% or 2% (See 15.1i)	Re-opener 1.75% or 2% (See 15.1ii)
January 1	1.5%	1.5%	Re-opener
June	1 time payment equivalent to 0.25% of salary	--	--

i. Employees will receive a 1.75% general wage increase on July 1, 2014. In the event that intergovernmental revenues actually received by the Town from the state of Connecticut for FY 14/15 remain neutral or increase from the amount provided to the Town by the state of Connecticut for FY 12/13 (\$18,266,530), the Town will award an additional general wage increase equivalent to 0.25% of salary for July 1, 2014, for a total general wage increase of 2% for the fiscal year.

ii. Employees will receive a 1.75% general wage increase on July 1, 2015. In the event that intergovernmental revenues actually received by the Town from the state of Connecticut for FY 15/16 remain neutral or increase from the amount provided to the Town by the state of Connecticut for FY 14/15, the Town will award an additional general wage increase equivalent to 0.25% of salary for July 1, 2015, for a total general wage increase of 2% for the fiscal year.

~~The parties agree to a re-opener for Year Three (FY 12/13) of this agreement regarding a general wage increase only.~~

- B. 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.
- C. 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.

15.2 Employees shall receive longevity pay based on the following formula:

Continuous Full Years of Service Annual Longevity Pay

	Annual Payment FY 13/14	Annual Payment FY 14/15 & FY 15/16
6 years but less than 10	\$575	\$625
10 years but less than 15	\$650	\$700
15 years but less than 20	\$750	\$800
20 years or more	\$900	\$950

Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Each fiscal year, longevity pay shall be earned on the Sunday following the employee's anniversary hiring date and paid in the second payroll of November of that fiscal year. Should an employee separate from service for any other reason than retirement in good standing prior to the second payroll in November, said employee shall not receive a longevity payment at separation.

15.3 Bargaining unit employees shall receive up to three (3) meal reimbursements within any twenty-four (24) hour period. The breakfast allowance will be \$7, lunch \$8 and dinner \$10; receipts will not be required. Meal reimbursements will not be provided in cash, but

in a check payment that coincides with the bi-monthly schedule established by the Finance Department. Meal reimbursements will be provided under the following conditions:

A. During snow and ice control operations:

- (1) When an employee is called to report to work at least one (1) hour before his/her normal starting time and s/he, in fact, reports to work at least one-half (1/2) hour before his/her normal starting time, s/he is entitled to receive both the breakfast allowance and lunch allowance for that day.
- (2) When an employee is required to work beyond his/her regular shift and through the dinner hour (5:30 p.m.), s/he is entitled to a dinner allowance. As long as s/he stays on the clock, s/he continues to be entitled to additional meal allowances at breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.), not to exceed three (3) meal allowances in a 24hour period.
- (3) When an employee is required to work through breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.) on a Saturday, Sunday or holiday, s/he is entitled to meal allowances as specified in paragraph (2) above.

B. At all other times:

- (1) Meal allowances may be provided to employees under unusual or emergency situations at the discretion of the Director of Public Works.

C. An employee shall be paid for any meals that the employee has worked through when his/her shift has been temporarily changed requiring the employee to report to work earlier than his/her normal starting time.

- 15.4 A.** The regular workday shall consist of eight (8) consecutive hours between the hours of 6:00 am and 6:00 p.m. Lunch breaks will be taken at the job site. Except as provided in 16.4B and for meal/rest breaks during snow and ice and other emergency operations, no separate unpaid lunch break will be taken.

- B. Solid waste and recycling area employees shall have a non-paid one-half hour lunch break on days when the area is open to the public.
- C. Management shall set the shift schedule(s), and once it is set, it shall not be changed except with twenty-four (24) hours' notice. For any scheduled shift whose eight (8) hours will end after 6:00 p.m., employees will receive premium pay of twenty-five cents (\$.25) per hour over and above their regular pay.

15.5 The regular workweek shall consist of five (5) consecutive workdays, Monday through Friday, except that either Monday through Friday or Tuesday through Saturday shall constitute the regular workweek for the solid waste and recycling area crew, custodial crew, or any part of the solid waste and recycling area or custodial crews.

15.6 There will be two (2) fifteen-minute coffee breaks per day. Coffee breaks will generally be taken on the job site.

15.7 A newly hired employee shall be paid at the starting rate for the classification until the employee has successfully completed the probationary period in that classification. Upon successful completion of the probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service, the employee shall be paid at the one-year rate for the classification.

If a newly hired employee is demoted to a lower classification during the probationary period, he/she shall be paid at the starting rate for the lower classification and shall begin a new probationary period from the date of demotion. Upon successful completion of the new probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service in the new classification, the employee shall be paid at the one-year rate for the classification.

If a newly hired employee is promoted to a higher classification during the probationary period, he/she shall be paid at the starting rate for the higher classification and shall begin a new probationary period for the new position from the date of the promotion. Upon successful completion of the new probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service in the new classification, the employee shall be paid at the one-year rate for the

classification.

If an employee is promoted to a higher classification following completion of his/her probationary period, but prior to completion of one year of service, he/she shall be paid at the one-year rate for the higher classification. Dating from the time of the promotion, the employee shall begin a new probationary period and must successfully complete the new probationary period in order to remain in the higher classification.

An employee who is at the one-year rate for a classification and is demoted to a lower classification shall be paid at the rate of the lower classification that is closest to but not greater than the rate he/she was earning prior to demotion.

An employee who is at the one-year rate for a classification and is promoted to a higher classification shall be paid at the one-year rate of the higher. Dating from the time of the promotion, the employee shall begin a new probationary period and must successfully complete the new probationary period in order to remain in the higher classification.

- 15.8** Pay changes resulting from the completion of probation, merit, promotion, demotion, cost of living or related salary adjustments become effective the Sunday immediately following such action.

Article XVI

ASSIGNMENTS AT HIGHER RATED CLASSIFICATIONS

- 16.1** Assignment to a higher classification means that due to operating requirements as determined by management, an employee has been temporarily assigned to perform work in a classification with a higher pay rate.
- 16.2** In the case of assignments to a higher rated classification, if the employee works more than one (1) hour at the higher classification, s/he will receive the higher rate of pay for those hours (or fractions hereof) that s/he worked the higher rated job.

Article XVII

OVERTIME

- 17.1** All work performed over eight (8) hours in any one (1) payroll day, or all work over forty

(40) hours in any one (1) week, shall be paid for at one and one-half (1 ½) times the employee's rate of pay.

17.2 An employee may accrue compensatory time in lieu of overtime. No employee may accumulate more than 60 hours of compensatory time. Employees will have six months following the quarter that the compensatory time was earned in to utilize these hours. Requests to take compensatory time must be made at least 24 hours in advance.

17.3 All work performed by bargaining unit employees on Saturday and Sunday shall be paid at one and one-half (1½) times the employee's rate of pay. However, employees whose normal workweek is Tuesday through Saturday shall receive one and one-half (1½) times their regular rate of pay for all work performed on Sunday or Monday.

17.4 A. In the event that a bargaining unit employee is required to report back to duty at a time other than his/her regular working hours, the Town shall provide a minimum of four (4) hours work, or in lieu thereof, four (4) hours pay at the applicable rate. If such call in runs into his/her regular work day, the employee shall be paid time at one and one-half (1-1/2) his/her regular hourly rate for all hours worked outside of the regularly scheduled hours, and shall work his/her regularly scheduled eight (8) hour day. Any subsequent callback within the original call-in period will be considered part of the original call back.

B. When called in for plowing, sanding, storms or other emergencies, employees shall be paid from the time they are called provided the employee reports to work in accordance with the following schedule:

Distance From Employee's Residence to Garage	Reporting Time After Call
0 to 5 miles	40 minutes
6 to 10 miles	50 minutes
Over 10 miles	60 minutes

C. Employees who punch in later than the above time intervals shall be paid from the time they punched in.

17.5 There shall be no pyramiding of overtime premiums.

- 17.6 A. Overtime shall be equalized among employees within their classifications, within twenty-four (24) hours per year.
- B. All overtime shall be offered first to the employees within their classification, except in the situation where another bargaining unit employee has been working on the jobsite in an upgraded capacity. In this situation, the Town may offer the overtime to the upgraded bargaining unit employee, provided the extension of the workday or the additional hours offered to the upgraded employee does not exceed two hours.
- C. If no employee in the proper classification is available, other bargaining unit employees may be utilized.
- D. An employee who does not avail himself or herself of the opportunity to work overtime will be charged on the overtime records as though s/he had worked the overtime offered.
- E. When the entire crew is called out (for emergencies, snow plowing, sanding, etc.), all employees will be charged with the same number of hours worked.
- 17.7 Any overtime situation not equalized in accordance with section 17.6 above will be corrected by the Town within ninety (90) days of receipt of written notice from the Union to the Town Manager.
- 17.8 It is specifically agreed and understood that the prior practice of assigning more than one (1) employee to a vehicle during snow plowing and sanding operations shall be and is hereby discontinued effective July 1, 1981. The Town reserves the right to use more than one (1) employee in a vehicle at its discretion.
- A. Each driver shall be entitled to receive a rest break every six (6) hours on the clock during snow plowing and sanding operations.
- B. The Town will maintain radio contact with each vehicle on an hourly basis.

Article XVIII
WORKERS' COMPENSATION

18.1 The Town and the Union recognize the importance of assuring a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves and co-workers. Workers' Compensation leave, is granted to an employee for accepted claims due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of work-related duties. As part of the Town's workers' compensation coverage, the Town is a member of a preferred provider network for health care services as they relate to workers' compensation injuries. The Town will also utilize the services of a managed care program provided by the workers' compensation insurance carrier.

A. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his/her supervisor who shall make a full report to the Town's workers compensation insurance carrier. In the event that emergency medical treatment is needed, the employee may seek treatment at a hospital or by calling 911. If non-emergency medical treatment is needed, the employee must seek initial treatment at the Town approved occupational health facility and continued treatment within the preferred provider network as determined by the managed care program. It is the responsibility of the employee to submit initial and continued medical documentation related to their injury or illness to their immediate supervisor as well as to the Town's insurance carrier.

(1) In the case of workers' compensation injuries causing absences of three or less work days, the Town shall pay the employee's full net base pay for that time, since payments are not made under workers' compensation insurance for such accidents.

(2) For absences in excess of three (3) work days and up to and including sixty (60) work days, the Town shall provide for salary continuation of the employee's full net base pay for that time. The employee will not need to use accrued sick leave during this specified period for salary continuation.

For absences in excess of sixty (60) work days, the employee may elect to

utilize earned sick leave as salary continuation to get as close as possible to the employee's full net base pay for that time.

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

- B.** 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.
- C.** An employee who, based on the medical opinion of his/her medical provider in the managed care program, is able to return to work in a modified capacity shall be provided with modified duty work related to their job functions if, in the Town's discretion, such modified duty work is available. Employees will be provided with modified duty work for so long as it is available up to six months. Any employee who is unable to fully resume the essential functions of his/her position within a reasonable period of time not to exceed one year from the date of injury or occupational illness shall be terminated from employment with the Town unless the condition is deemed disabling under the American with Disabilities Act (ADA), the Town and employee have engaged in the ADA interactive process, and a reasonable accommodation has been determined and granted by the Town.

Article XIX

DISCIPLINARY PROCEDURE

- 19.1** No employee covered by this Agreement shall be discharged or disciplined except for just cause.
- 19.2** Other than in the case of probationary employees, any disciplinary action, including discharge, may be appealed through the grievance procedure of this Agreement.

19.3 Written warnings shall remain a part of an employee's personnel record for twenty-four (24) months from the date of the warning. However, if another written warning for the same type of offense is received within the twenty-four (24) month period, both warnings shall remain on the record for a period of twenty-four (24) months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record.

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

Article XX GRIEVANCE PROCEDURE

20.1 The following terms are agreed to mean as stated below:

- A. A "grievance" is any controversy, dispute or complaint arising over the interpretation or application of the provisions of this Agreement.
- B. "Days" in this article are defined as working days (Monday through Friday, excluding Saturdays, Sundays and holidays).
- C. "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.
- D. "Town" shall mean the Town, an agent of the Town, or a committee of the Town, at the Town's option.

20.2 Step One: The Union steward and/or the aggrieved employee shall present the grievance in writing to his/her immediate supervisor not later than ~~five (5)~~ ten (10) working days after the occurrence of the incident giving rise to the grievance, or within ~~five (5)~~ ten (10) working days after which s/he knew or should have known of the occurrence of the event giving rise to the grievance. Failure to present a grievance within this time limit shall constitute a waiver of the right to file same. The grievance shall be orally discussed by the supervisor, the employee and/or the steward who shall

attempt to settle the matter. A written response will be rendered within ~~five (5)~~ ten (10) working days.

20.3 Step Two: If the grievance is not settled at Step One, it may be submitted to the department head in writing specifying the section or sections of the agreement involved within ~~five (5)~~ ten (10) working days hereafter. If submitted, the grievance shall be discussed by the employee and/or the steward and the department head who shall attempt to settle the matters. A written response will be rendered within ~~five (5)~~ ten (10) working days. If the grievance is not resolved, it may then be submitted within ~~five (5)~~ ten (10) working days hereafter to the Town Manager.

20.4 Step Three: Grievances filed by the employer may be initially presented at this step of the procedure. Grievances processed in the name of the Union may be initiated at this step also. Grievances must be filed within ten (10) days of the occurrence, or ten (10) days of knowledge of, or reasonably should have had knowledge of the occurrence of the event giving rise to the grievance.

- A. A meeting to discuss such grievance, including at least one officer or business agent of the Union and the Town Manager, will be held as soon as possible, but no later than thirty (30) days from the date of the request for such a meeting by either party unless agreed upon by the parties.
- B. The Town will produce such records and disciplinary notices as may be considered necessary to the settlement of the grievance.
- C. The Town Manager will render a decision in writing as soon as possible but no later than ~~ten (10)~~ 15 working days after such meeting.
- D. Any written grievance that is satisfactorily settled will be so marked and signed by the Town Manager and president of the Union, or his designee.

Article XXI ARBITRATION

21.1 If the grievance is not settled by the procedures outlined in Article XVIII, either party may submit the matter to arbitration. The request for arbitration must be in writing and be

filed with the arbitrator no later than ~~fifteen (15)~~ thirty (30) calendar days after the written answer of the Town Manager is given to the Union. The party filing for arbitration shall simultaneously deliver or mail a copy of its request for arbitration to the other party hereto. Grievances concerning suspensions of five (5) days or more and/or grievances concerning terminations will be arbitrated by the American Dispute Resolution Center in accordance with their rules and procedures. The Connecticut State Board of Mediation and Arbitration will arbitrate all other grievances.

21.2 The arbitrator's award shall be final and binding as provided by law. S/he shall be bound by, and must comply with, all the terms of this agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of the arbitration procedure shall be borne equally by both parties. It is understood that each party is responsible for their own costs of legal counsel, expert witnesses, and other expenses not normally considered the mutual responsibility of both parties.

21.3 Any time limits specified within this article or the previous 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.

**Article XXII
INSURANCE PROGRAM**

22.1 A. Health Insurance. On behalf of the employees, the Town will maintain group membership in a PPO and POE/HMO plan. The details of the health insurance plans are summarized in Appendix C of this Agreement. Subject to any plan restrictions, the employee may choose to participate in any either of the two options unless the employee is age 65 or older and Medicare eligible. If an active employee is aged 65 or older and Medicare eligible, Medicare will become the primary insurance and the employee will be eligible to choose to participate in the Medicare supplemental plans offered by the Town.

(1) If the PPO or POE/HMO plans offered by the Town are not considered "affordable" options as defined by the Affordable Care Act regulations, the Town and Union agree to a re-opener to develop and implement a health insurance plan that will be considered "affordable" as defined by the Affordable Care Act

Tentative Agreement, 5/1/2014 Green font reflects changes

regulations; this "affordable" plan will be offered in addition to the Town's PPO and POE/HMO plans.

- (2) The Town and the employees agree to share the cost of insurance premiums for the coverage outlined in Appendix C. 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>FY 10/11 7/1/13</u>	<u>FY 11/12 FY14/15</u>	<u>FY 12/13 FY15/16</u>
POE/HMO	10%-14%	13%15%	14%16%
	12.5% on 1/1/14		
PPO	11%14%	13%15%	14%16%
	12.5% on 1/1/14		
Medicare	--	15%	16%
Supplemental Plan(s)			
(Contribution for Active Employees Only)			

A. Dental insurance: employees and their dependents may enroll in the dental insurance coverage offered through the Town. Employees will be responsible for the full cost of these benefits.

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

~~C. The Town and the employees agree to share the cost of insurance premiums for the coverage outlined in Appendix C. 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>FY 10/11</u>	<u>FY 11/12</u>	<u>FY 12/13</u>
POE/HMO	40%	43%	44%
	12.5% on 1/1/11		
PPO	41%	43%	44%
	12.5% on 1/1/11		

22.2 A. Retiree Health Insurance. The Town shall provide the following insurance for employees retiring subsequent to July 1, 2010: a POE/HMO plan or the PPO plan if the retiree's primary residence is outside the state of Connecticut until the retiree reaches age 65 or becomes eligible for Medicare; for those age 65 and older or eligible for Medicare/Medicaid, the retiree may elect to enroll in a Medicare supplemental plan offered through the Town with the full cost to be borne by the retiree.

B. Upon execution of this agreement, the Town agrees to pay \$140 per month toward the cost of the insurance defined in 22.2A for each employee who retires after July 1, 2010 but on or before June 30, 2014 and \$225 per month for employees retiring on or after July 1, 2014: (a) upon completing twenty-five (25) years of aggregate service; or (b) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; (c) or upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS). 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.

22.3 The Town may change the carriers or self-insure for any of the foregoing insurance provided that the benefits shall be reasonably equivalent or better than those provided in the above referenced coverages.

22.4 Payment in Lieu of Health Benefits. This program is designed for those employees who

currently have dual health insurance coverage or who have the ability to acquire health insurance from another employer that does not participate in the Town of Mansfield health insurance pool. Employees purchasing health insurance through any state health insurance exchange are not eligible to participate in this program. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health benefits only and do not include dental insurance benefits.

A. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source that is not a health insurance state exchange. The official enrollment period will be June of each year, but employees may enroll at other times on a pro-rated basis. New employees can enroll at the time of employment or may enroll during the June following the date of employment.

B. The annual payments in lieu of coverage are as follows:

Individual	\$1,200
Two-person	\$2,400
Family	\$3,000

C. Payments will be made in two installments during the fiscal year, in January and July. If an employee terminates or joins the program at any time during the fiscal year, the payments will be prorated on a monthly basis. Should an employee separate from service for any other reason than retirement in good standing prior to the scheduled January or July payments, said employee shall not receive a payment at separation.

Participating employees may opt to have their payment contributed to their 457 deferred compensation account so long as the contribution is within the annual allowable contribution limits for 457 accounts as designated by the IRS.

D. Payments are considered taxable in accordance with the IRS Code.

E. Employees may re-enroll in the Town Group Health Insurance Plan under the following circumstances:

- (1) The coverage that the employee had through another plan is terminated.
(Copy of plan documents required.)
 - (2) The employee and/or his/her dependents become ineligible for coverage under the other plan.
 - (3) The employee acquires a new dependent through marriage, birth or adoption, and the dependent is not covered by the other plan.
 - (4) The coverage that is provided by the other plan is substantially reduced or the cost of that plan becomes prohibitive.
 - (5) The employee has not been enrolled in the Town's Health Insurance Plan for the past two years from his/her date of cancellation and now wishes to renew coverage.
 - (6) The employee is eligible to retire under Town's pension plan and qualifies for the group health benefit. The employee must re-enroll one year prior to retirement.
- F. Employees re-enrolling may enroll only in the Town's Health Insurance Program. Employees must provide required documentation and notify the Town in writing that they are requesting reinstatement. Provided that all information is received, the Town will enroll the employee in the Group Health Insurance Plan effective the first of the month preceding the notification.
- G. Employees retiring after July 1, 2010 may also participate in the payment in lieu of health benefits program for a benefit of \$750 per year. The requirements of sections 23.4(A), 23.4(C), 23.4(E)(1) – 23.4(E)(5) and 23.4(F) shall apply to this subsection.

**Article XXIII
PENSIONS**

23.1 All members of the bargaining unit who are eligible shall be covered by the Connecticut

Municipal Employees Retirement System (CMERS) Fund B at the time of execution of this agreement, under its terms and conditions. The Town and the Union agree to a re-opener to discuss pension options for eligible employees. The parties agree to begin discussions on this topic no later than September 1, 2010. Should the parties agree that it is in their mutual interest for employees to be enrolled in a pension plan other than MERS B an amendment shall be attached to this Agreement. This article shall not be subject to the grievance arbitration provisions of the contract. The only exception shall be the Town's failure to meet its obligation to enroll a bargaining unit employee who otherwise is eligible to be covered by CMERS.

Article XXIV

SAFETY AND HEALTH

- 24.1** The Town is responsible for providing a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers.
- 24.2** The Town will provide each employee a ~~\$350~~400 per year clothing and shoe allowance annually in August. ~~payable during the month of August each year this contract is in effect. New employees will receive the applicable clothing allowance on a prorated basis, based on their date of employment. The clothing and shoe allowance will not be made in the form of a cash or check payment.~~
- 24.3** Regularly appointed lead mechanics, mechanics and mechanics helpers will be provided with an additional \$50 clothing and shoe allowance during ~~July~~August each year this contract is in effect.
- 24.4** Failure to wear approved safety shoes or to use safety equipment as directed will result in disciplinary action by the Town.
- 24.5.** Wellness Incentives. From time to time, the Town through its employee wellness program, may offer an assortment of wellness and fitness programs. Benefits of the programming and incentives may include but are not limited to discounts and payments. Programming design and administration is at the sole discretion of the Town.

**ARTICLE XXV
OUTSIDE EMPLOYMENT**

- 25.1** 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 but is not limited to a self-owned/operated business, internet based business, or other type of business employment.
 - B.** 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 employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.
 - C.** The Town shall in no respect 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.

**Article XXVI
MISCELLANEOUS**

- 26.1** When the Town creates new class specifications within the bargaining unit, the Town and the Union shall negotiate about the impact of any changes on bargaining unit employees.
- 26.2** The Town will continue its practice of providing a lost and broken tool allowance of up to \$200 per year per mechanic. In addition, the Town will provide replacement insurance for all mechanics' privately owned tools lost by theft or fire while on Town-owned premises.
- 26.3** 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, gender identity, 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 XXI (grievance procedure).

Article XXVII

NO LOCKOUT- NO STRIKE

- 27.1 The Town agrees that it will not lock out the employees covered by this Agreement during its term.
- 27.2 The Union and the employees expressly agree that there will be no strikes, slow downs, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Public Works Department.
- 27.3 Any or all employees participating in such strike or other prohibited activity described above in section 27.2 shall be subject to disciplinary action by the Town up to and including discharge.

Article XXVIII

DRUG TESTING

- 28.1 All employees who are subject to the Department of Transportation, Federal Highway Administration regulations shall be subject to testing for drugs and alcohol in accordance with the Town's policy and shall be required to comply with that policy. Actions taken by the Town in implementing this policy are not exempt from the grievance procedure.

Article XXIX

DURATION AND RENEWAL

Tentative Agreement, 5/1/2014 Green font reflects changes

- 29.1** The parties agree that the above sections constitute the full and complete Agreement between them and supersede all prior understandings, practices, procedures and policies for the employees covered by this Agreement, whether oral or written.
- 29.2** This Agreement may be altered or modified only by mutual written agreement of the parties hereto.
- 29.3** This Agreement shall be binding upon the Town and the Union from the first day of July ~~2010~~ 2013 and shall continue in full force and effect until midnight of the thirtieth day of June ~~2013~~ 2016, when it shall expire.

For the Town of Mansfield:

For Local 2001, CSEA:

Matthew Hart, Town Manager

~~Eric Blanchet, Business Representative~~
George Gould

Maria E. Capriola, Assistant Town Manager

Torry B. Rocha, President

APPENDIX A
POSITIONS, FLSA STATUS AND SALARY RANGES

<u>Classification</u>	<u>Grade</u>	<u>FLSA</u>	<u>Salary Ranges</u> <u>FY 13/14</u>		<u>Salary Ranges</u> <u>FY 14/15</u>		<u>Salary Ranges</u> <u>FY 15/16</u>	
			<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
Transfer Station Attendant	1	NE	\$44,103	\$47,436	\$44,985	\$48,385	\$45,885	\$49,352
Laborer	2	NE	\$44,677	\$49,667	\$45,571	\$50,660	\$46,482	\$51,673
Truck Driver	9	NE	\$50,921	\$55,311	\$53,169	\$57,650	\$54,232	\$58,803
Groundskeeper	9	NE	\$52,127	\$56,519	\$53,169	\$57,650	\$54,232	\$58,803
Mechanic	10	NE	\$54,158	\$58,365	\$55,242	\$59,533	\$56,346	\$60,723
Transfer Station Supervisor	15	NE	\$56,085	\$60,211	\$57,206	\$61,415	\$58,350	\$62,643
Crew Leader (Roads, Grounds)	15	NE	\$55,894	\$60,847	\$57,012	\$62,064	\$58,152	\$63,305
Lead Mechanic	16	NE		\$62,269		\$63,514		\$64,785

Notes:

Truck Drivers move to the appropriate step for grade 9 of the pay plan effective July 1, 2014.

FY 14/15 and 15/16 columns reflect a 2% general wage increase. Actual amount may be less if 1.75% general wage increase is awarded as outlined in 15.1A.

Tentative Agreement, 5/1/2014 Green font reflects changes

APPENDIX B
WAGE AND STEP DETAIL

Tentative Agreement, 5/1/2014 Green font reflects changes

APPENDIX C
HEALTH INSURANCE

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant Town Manager
Date: May 12, 2014
Re: Use of Electronic Devices in Town Council Meetings

Subject Matter/Background

Councilor Wassmundt has asked that the Council discuss whether it is appropriate to allow Councilors to use electronic devices such as laptops, tablets and smartphones for communication purposes during Town Council meetings.

Recommendation

If the Town Council wishes to discuss this item in detail, I recommend that you refer the matter to the Personnel Committee for discussion in context of the Council's Rules of Procedure.

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

Move, effective May 12, 2014, to refer the use of electronic devices in Town Council meetings to the Personnel Committee for review and consideration.

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MEMORANDUM

TO: MEMBERS MANSFIELD TOWN COUNCIL

FROM: STEVE KEGLER

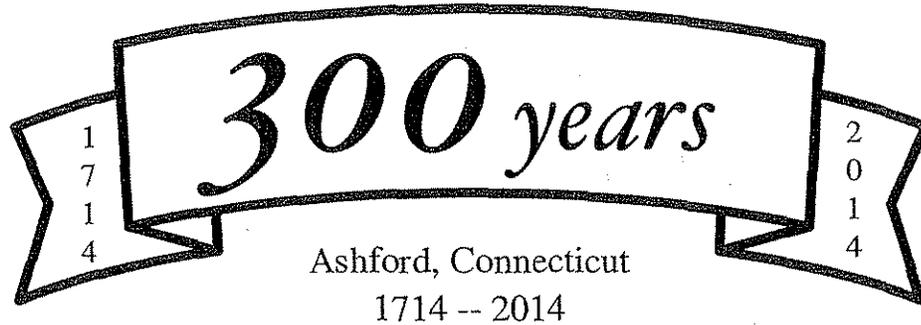
DATE: April 30, 2014

RE: AGENDA ITEMS

At the last Town Council meeting I requested an agenda item. I understand that certain items are not council topics, but are BOE or Zoning Board issues. I was however bothered by the fact that the council needed to come to a consensus to allow an agenda item to be submitted. Our form of government provides for minority party representation. As a member of the minority party I would expect that items that our party submits (as a group) should be automatically placed on the agenda. If the council requires consensus, this allows the majority party censorship of minority party opinion.

I may not have been perfectly clear on the topic I wished to discuss. My intention was to discuss finance procedures for reimbursement of out-of-pocket expenses, not the appropriateness of one individual's job performance. Hopefully, this was also the intention of the discussion following my request.

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January, 2014

The town of Ashford, Connecticut will be celebrating its 300th Anniversary on October 11, 2014. The committee, which is planning this event, is hoping to form the largest and best parade in Ashford's history. This will be a very exciting day for everyone!

As one of our neighbors, we are inviting you to join us in the celebration by asking organizations in your town to participate in the parade with a float, band, or both, etc.

The committee will be happy to forward more information upon request.

We are looking forward to hearing from you and hope that your town will come and help us celebrate our 300th anniversary.

Sincerely,

Kay M. Warren
Parade Coordinator
(860) 487-3744



PARADE FORM

YES, We would like to participate

NO, We would not like to participate

TOWN _____

ORGANIZATION _____

HOW I WOULD PARTICIPATE: (band, float, horses, marching band etc.) _____

CONTACT PERSON: _____

PHONE NUMBER: _____

CELL NUMBER: _____

Please send this form back to:

KAY M. WARREN
31 Amidon Drive
Ashford, CT 06278-2004
(860) 487-3744

MEMORANDUM

Town of Mansfield
Town Manager's Office
4 So. Eagleville Rd., Mansfield, CT 06268
860-429-3336
Hartmw@mansfieldct.org



To: Fred Baruzzi, Superintendent of the Mansfield Public Schools
From: Matt Hart, Town Manager *MWH*
CC: Cherie Trahan, Director of Finance; Town Council
Date: April 29, 2014
Re: Reduction to the Mansfield Board of Education Budget

I write to inform you that at its special meeting last evening, the Town Council adopted a General Fund budget for FY 2014/15 that includes a reduction of \$126,430 to the budget adopted by the Mansfield Board of Education. This amount constitutes the school district's share (57.5%) of the \$220,000 reduction that Town Council has made to my Proposed FY 2014/15 General Fund Budget.

I understand that you will share this information with the Board of Education so that it can make the necessary adjustments to its adopted budget. Please let me know if you have any questions and thank you for your assistance with this matter.

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Department of Human Resources
Aliza C. Wilder
Director

Item #13

April 9, 2014

Mansfield Discovery Depot
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Re: Contract #UC-S500456
Personal Service Agreement

Dear Mr. Hart:

This letter is to officially inform you of the University's decision to not renew the above referenced Personal Service Agreement with Mansfield Discovery Depot effective 7/1/2015 as permitted under the Cancellation Clause of the Agreement.

The University is facing significant budgetary constraints and as such is performing analyses of many of our contractual services. After careful consideration, we have determined that we can no longer provide the funding for the services you provide.

We appreciate all that Mansfield Discovery Depot has provided to our faculty and staff and surrounding community, and wish you all the best.

Sincerely,

Aliza C. Wilder

cc: Robert J. Sitkowski, Attorney
Terri Dominguez, Environmental Health & Safety Manager

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LEGAL NOTICE
TOWN OF MANSFIELD
ADOPTION OF AMENDMENTS TO THE MANSFIELD FEE WAIVERS
ORDINANCE

Following a Public Hearing held on April 28, 2014, the Mansfield Town Council adopted amendments to the Fee Waivers Ordinance. This ordinance shall become effective 21 days after a summary of the ordinance and a notice of adoption is published in a newspaper having a circulation in the Town of Mansfield.

The adopted amendments defined the purpose of the fee waiver program to provide access to municipal services for residents of all ages with very low and extremely low incomes.

This document is prepared for the benefit of the public, solely, for purposes of information, summarization and explanation. This document does not represent the intent of the legislative body of Mansfield for any purpose. Copies of the ordinance will be mailed to any persons requesting one at no charge to such person.

Dated at Mansfield Connecticut this 29th day of April 2014.

Mary Stanton
Town Clerk

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Legal Notice:

The Mansfield Zoning Board of Appeals will hold a public hearing on May 14, 2014 at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building, 4 South Eagleville Road, to hear comments on the following application:

7:00 P.M. – C-Tec Solar for a Variance of Art VIII, Sec A to install a ground-mounted solar array 12' from the side property line where 35' is required at 137 Summit Rd.

7:30 P.M. – Deborah Dancy for a Variance of Art VIII, Sec B.4.c to construct a mud room and one-car garage addition onto an existing residence where the garage will be 14' 7" from the side property line where 25' is required at 56 Farrell Rd.

8:00 P.M. – Steven Guyette for a Variance of Art VIII, Sec A to divide a 56 acre parcel of land into two lots, one having 137' of frontage where 200' is required at 140 Codfish Falls Rd.

At this public hearing, interested parties may appear and written communications may be received. No information shall be received after the close of the public hearing. Additional information is available in the Mansfield Town Clerk's Office. Dated April 24, 2014.

Sarah Accorsi
Chairman

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NOTICE AND WARNING OF ANNUAL TOWN MEETING
TOWN OF MANSFIELD

The Electors of the Town of Mansfield and all persons who are entitled to vote in Town Meeting mentioned in the following warning are hereby warned and notified that the Annual Town Meeting for Budget Consideration will be held on Tuesday, May 13, 2014 at the Mansfield Middle School Auditorium, at 7:00 p.m. for the following purpose:

To act upon the Proposed Budgets for the Town's fiscal year of July 1, 2014 to June 30, 2015, which Proposed Budgets were adopted by the Town Council on April 28, 2014 and to appropriate the sums estimated and set forth in said Budgets to the purposes indicated.

Dated and signed at Mansfield, Connecticut this 2nd day of May 2014.
Mary Stanton, Town Clerk

RESOLVED: That the General Fund Budget for the Town of Mansfield, appended totaling \$36,643,304 is hereby adopted as the proposed operating budget for the Town of Mansfield for the fiscal year July 1, 2014 to June 30, 2015.

TOWN OF MANSFIELD/MANSFIELD BOARD OF EDUCATION
EXPENDITURE BUDGET SUMMARY

	Actual 12/13	Adj Approp. 13/14	Town Council Proposed 14/15
General Government	\$ 2,408,905	\$ 2,462,135	\$ 2,332,365
Public Safety	3,285,468	3,302,980	3,532,325
Public Works	2,026,702	2,080,645	2,053,800
Community Services	1,668,027	1,688,700	1,584,960
Community Development	524,582	536,140	557,270
Mansfield Board of Education	20,584,013	20,688,160	21,048,884
Town-Wide Expenditures	2,553,784	2,480,020	2,872,830
Other Financing Uses	2,824,986	2,652,550	2,660,870
Sub-Total	35,876,467	35,891,330	36,643,304
Education - Region 19	9,503,549	10,005,514	10,045,920
Total Expenditures	\$ 45,380,016	\$ 45,896,844	\$ 46,689,224

TOWN OF MANSFIELD/MANSFIELD BOARD OF EDUCATION
REVENUE BUDGET SUMMARY

	Actual 12/13	Adj Approp. 13/14	Town Council Proposed 14/15
Taxes and Related Items	\$ 26,926,904	\$ 27,835,234	\$ 28,188,004
Licenses and Permits	414,609	444,590	494,450
Federal Support - Gen Gov't	7,649	3,470	3,470
State Support - Education	10,321,832	10,274,090	10,307,440

State Support - Gen Gov't	7,495,625	6,956,510	7,182,170
Charges for Services	407,585	361,190	370,880
Fines & Forfeitures	34,890	49,270	45,270
Miscellaneous	87,994	94,990	94,990
Operating Transfers In	2,500	2,500	2,550
Total Revenues	<u>\$ 45,699,588</u>	<u>\$ 46,021,844</u>	<u>\$ 46,689,224</u>

RESOLVED: That the Capital Fund Budget for the Town of Mansfield, appended totaling \$6,599,020 is hereby adopted as the capital improvements to be undertaken during fiscal year 2014/15 or later years.

TOWN OF MANSFIELD
CAPITAL FUND BUDGET SUMMARY
2014/15

	13/14 Adopted	14/15 Proposed
Estimated Revenues:		
Capital Non-Recurring Reserve Fund (CNR)	\$ 1,598,300	\$ 1,823,600
Infrastructure Grant (LOCIP)	189,460	192,490
Town Aid Road Grant	242,000	242,000
Federal and State Grants	203,530	233,530
Bonds		4,000,000
Other	52,000	107,400
	<u>\$ 2,285,290</u>	<u>\$ 6,599,020</u>
	13/14 Adopted	14/15 Proposed
Estimated Expenditures:		
General Government	\$ 120,000	\$ 95,000
Facilities Management	420,000	420,000
Public Safety	129,000	506,000
Public Works	914,000	754,500
Community Services	132,000	128,200
Community Development	370,290	4,495,320
Education (Technology)	200,000	200,000
	<u>\$ 2,285,290</u>	<u>\$ 6,599,020</u>

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2014 to June 30, 2015 in the amount of \$2,044,600 be adopted.

TOWN OF MANSFIELD
 CAPITAL AND NONRECURRING RESERVE FUND BUDGET
 ESTIMATED REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 FISCAL YEAR 2014/15

	Actual 12/13	Adopted Budget 13/14	Estimated 13/14	Town Council Proposed 14/15
SOURCES:				
Revenues:				
General Fund Contribution	\$ 1,349,886	\$ 1,325,550	\$ 1,325,550	\$ 1,529,880
Ambulance User Fees	255,627	300,000	310,000	300,000
Sewer Assessments	912	500	912	500
Insurance Refund	603,077			
Other	18,806			
Pequot Funds	231,700	206,280	205,985	232,978
Total Sources	2,460,008	1,832,330	1,842,447	2,063,358
USES:				
Operating Transfers Out:				
Management Services Fund	175,000	175,000	175,000	185,000
Property Tax Revaluation Fund	25,000	25,000	25,000	
Capital Fund	2,095,496	1,474,540	1,484,160	1,595,000
Capital Fund - Storrs Center Reserve	119,816	123,760	123,760	228,600
Compensated Absences Fund	58,000	36,000	36,000	36,000
Total Uses	2,473,312	1,834,300	1,843,920	2,044,600
Excess/(Deficiency)	(13,304)	(1,970)	(1,473)	18,758
Fund Balance/(Deficit) July 1	13,422	118	118	(1,355)
Fund Balance, June 30	\$ 118	\$ (1,852)	\$ (1,355)	\$ 17,403

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TOWN OF MANSFIELD, CONNECTICUT

REQUEST FOR QUALIFICATIONS (RFQ)

Impact Analysis of Next Generation Connecticut Initiative

SUBMISSION DEADLINE: Friday, May 30, 2014 by 12:00 PM

SUBMISSION CONTACT INFORMATION:

Mr. Matthew W. Hart
 Town Manager
 Town of Mansfield
 4 South Eagleville Road
 Mansfield, Connecticut 06268-2599
 (860) 429-3336 x5

TownMgr@mansfieldct.org

Proposals will be accepted in electronic format only, preferably in a PDF version

Purpose

The Town of Mansfield is seeking submittals to conduct an analysis of potential economic and municipal service benefits and impacts related to the implementation of the University of Connecticut's *Next Generation Connecticut Initiative* or *NextGenCT*. The Town will conduct the analysis in consultation and collaboration with the University administration and staff. *NextGenCT*, a ten-year plan to build UCONN's capacity as a center for science, technology, engineering and mathematics (STEM), is expected to enhance the University's mission as an educational institution, and to promote job creation and otherwise stimulate the local and state economy. The Town anticipates an impact to municipal services and quality of life in certain neighborhoods and areas of the community, and wants to be adequately prepared to address these issues in collaboration with UCONN and other key stakeholders. In addition, the study will provide an important planning and budgeting tool for the Town, and demonstrate the importance of maintaining intergovernmental revenue from the state to Mansfield.

About Mansfield

The Town of Mansfield, Connecticut has a population of 26,543 (roughly 12,000 year-round) and is located in the northeastern corner of the state, approximately 25 miles east of Hartford. The Town operates under the council-manager form of government. A nine-member elected town council functions as the legislative and policymaking body and an appointed town manager serves as the Chief Executive Officer responsible for overseeing the day-to-day operations of the Town.

Home to the University of Connecticut's main campus, Mansfield offers a unique blend of rural and suburban living in a university setting. Mansfield has a variety of cultural and educational offerings, as well as an abundance of natural resource amenities ideal for activities such as hiking, cycling and kayaking. Major

initiatives include the construction of Storrs Center, a new mixed-use pedestrian oriented town center, and the development of public water supply and wastewater infrastructure in the Storrs area of Mansfield.

Mansfield is a full-service municipality providing the following services: animal control; building and housing inspection; fire and emergency services; human services; library; parks and recreation; planning and development; police; public works; and a number of administrative functions such as finance, human resources, information technology and facilities management. Excluding school district personnel, the Town of Mansfield employs approximately 375 people that comprise 150 full-time equivalent staff.

The Town has identified nine strategic priorities in its strategic plan, *Mansfield 2020*: K-12 education and early childhood development; historic and rural character, open space and working farms; housing; public safety; recreation, health and wellness; regionalism; senior services; sustainability and planning. The *Mansfield Tomorrow* planning initiative is currently underway; once completed it will serve as a comprehensive plan and replace *Mansfield 2020* as a policy document.

Mansfield enjoys a productive working relationship with UCONN that features a number of partnerships and collaborative opportunities. Leaders of the Town and the University meet regularly on a formal and informal basis, and UCONN students volunteer for municipal programs and serve internships in town government and in the Mansfield Public Schools. Furthermore, many from the University community reside locally in Mansfield and actively participate in the governance of the town.

About UCONN and Next Generation Connecticut

Founded in 1881, the University of Connecticut is a major Tier 1 teaching and research institution, with its main campus located in the Storrs area of Mansfield. The University encompasses over 4,067 acres on its five major campus locations, including the main campus in Mansfield (Storrs and Depot) and regional campuses in Greater Hartford (including the Graduate Business Center, and Schools of Law and Social Work), Torrington, Stamford, Waterbury and Avery Point. The University of Connecticut Health Center is located in Farmington, Connecticut.

UCONN comprises 14 schools and colleges, with eight undergraduate degrees and 102 majors. The University also offers 17 graduate degrees, 75 research and professional practice fields of study, and six professional degree programs. Student enrollment in the fall of 2013 totaled 30,474, including 18,032 undergraduates at the Storrs campus.

In July 2013, Connecticut Governor Dannel Malloy signed into law the *Next Generation Connecticut* initiative or *NextGenCT* – a ten-year plan for enhancing UCONN's capacity to serve as a global center for science, technology, engineering and mathematics (STEM), as well as an economic development and employment engine for the region and state. Accommodating this growth is expected to require both new and renovated facilities at the Storrs campus. Plans for the Storrs campus in Mansfield include:

- A potential increase in enrollment of 5,000 additional students in the STEM disciplines
- The hiring of new faculty for the Storrs campus in numbers commensurate with enrollment growth and new research initiatives
- Construction of new STEM research facilities and improvements to existing facilities
- Construction of a STEM residence hall and an additional residence hall to accommodate a living-learning community for Honors students

The University is currently developing a long-range master plan to guide growth related to *Next Generation Connecticut* and other initiatives.

Scope of Services

The Town Manager invites submittals from appropriately qualified firms to conduct an analysis of potential economic benefits and municipal service impacts on Mansfield attributable to the University of Connecticut's *Next Generation Connecticut Initiative*.

The scope of the assignment is likely to include:

- Assessing the primary and secondary economic benefits of the project, such as job creation and the secondary local and regional effects on the economy of increased payroll and local spending patterns, and sales and property tax revenue
- Projecting the impact of the project on Mansfield's intergovernmental revenue streams, including payment in lieu of taxes, school funding formulas and other sources of state aid resulting from either new capital investment and enrollment growth
- Analyzing, on a per capita and marginal costs basis, the potential service impacts on the host community Mansfield, including service areas such as public safety, public works, education, transportation, code enforcement and human services
- Accounting for existing partnerships and identifying new opportunities for shared services in areas such as community and economic development, community services, public safety, public works, transportation and wastewater treatment
- Assessing impacts to local issues such as land use, housing and traffic; preparing related impact models to inform municipal and regional planning
- Preparing related revenue and expenditure models to inform municipal planning and budgeting
- Preparation of draft and final reports
- Presentations to municipal and university staff, advisory committees and elected officials

Project Schedule

The Town anticipates the following schedule for this project:

Issuance of RFQ	Completed by May 2, 2014
Responses due	Not later than May 30, 2014
Review of responses to RFQ	Completed by June 13, 2014
Interview short listed firms	Conducted during June 23-27, 2014
Negotiate scope and fee with selected firm	Completed by July 11, 2014
Issuance of 1 st Draft report	Completed by September 5, 2014
Issuance of Final Report	Completed by October 10, 2014
Stakeholder presentations	Completed during October 13 – 31, 2014

Summary

The firm should submit by email: a letter of interest containing general information on the firm; the firm's brochure; resumes for key personnel and information regarding the consultant's experience conducting similar business; references; and rates for work performed. Submissions should be directed to Mr. Matthew W. Hart, Town Manager, not later than 12:00 PM on **Friday, May 30, 2014**. Submissions should be in electronic format only, preferably in a PDF version.

The Town intends to "short-list" firms responding to this RFQ and to interview one or more firms to accurately assess their qualifications. The Town will negotiate a scope of services and a fee proposal with the selected firm. The Town will evaluate and select the firm based on qualifications, experience and performance with similar engagements, references, ability to provide timely services, awareness of project issues, opportunities and constraints, and estimated fees and expenses. The selected firm must be able to meet all municipal, state and federal affirmative action and equal employment opportunity practices and guidelines.

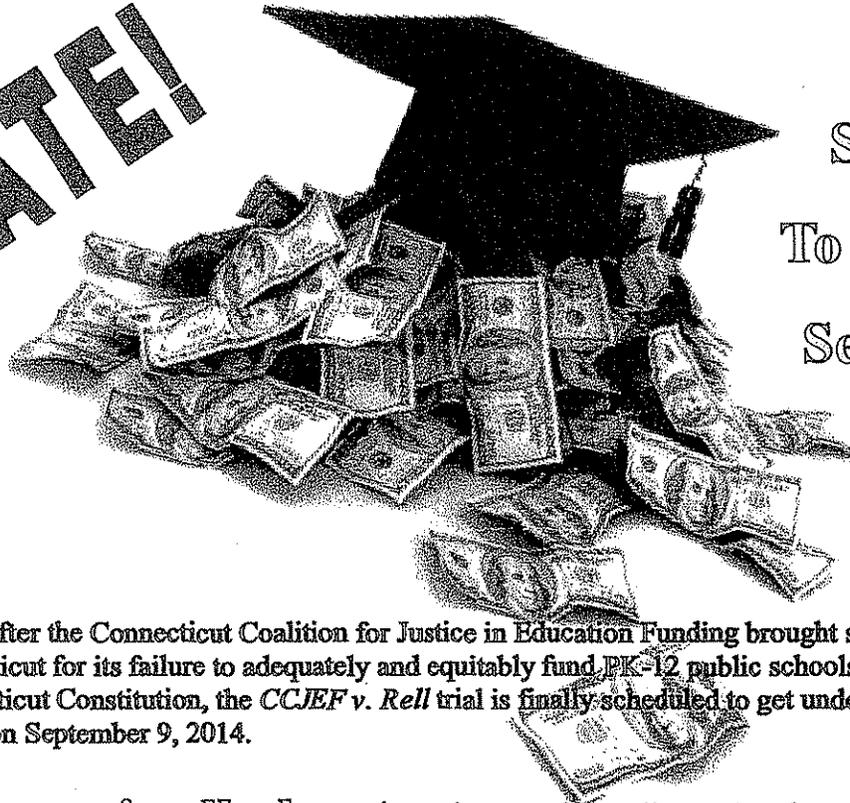
The Town does not expressly state or imply any obligation to reimburse responding firms for any expenses incurred in preparing submissions in response to this request. The Town reserves the right to reject any or all submissions, to select a firm in a manner that is advantageous to the municipality and to waive all formalities in the bidding.

CCJEF v. Rell

Education Adequacy & Equity

April 2014

UPDATE!



Trial
Scheduled
To Commence
September 9

NINE YEARS after the Connecticut Coalition for Justice in Education Funding brought suit against the State of Connecticut for its failure to adequately and equitably fund PK-12 public schools in accordance with the Connecticut Constitution, the *CCJEF v. Rell* trial is finally scheduled to get underway at Hartford Superior Court on September 9, 2014.

What this case is all about — the short version

Plaintiffs in the case include CCJEF, a broad-based coalition of municipalities, school districts, parents, and others, and 25 named schoolchildren and their parents from 10 communities.

CCJEF and named plaintiffs are being represented pro bono by Debevoise & Plimpton LLP, the Yale Law School Education Adequacy Project, and David Rosen & Associates PC.

Defendants (in their official capacities, as prescribed by Connecticut law) include the Governor, Treasurer, Comptroller, State Board of Education, and the Commissioner of Education, or their successors. All are represented by the Attorney General and his staff.

The complaint alleges that the unsuitability and inequality of educational opportunities, as well as the subsequent harm suffered by students, is caused by the State's flawed education funding system as evidenced by inadequate and inequitable education inputs and low levels and unconscionable disparities of education outputs.

Originally filed in November 2005, the case now proceeds to trial for CCJEF to prove that the State is not meeting its constitutional obligation to adequately and equitably fund the PK-12 public schools and that the current system of school finance is unconstitutional.

Informing the trial court will be the landmark 2010 Connecticut Supreme Court decision issued in this case regarding plaintiffs' adequacy claims.

CONNECTICUT COALITION FOR *JUSTICE* IN EDUCATION FUNDING

P.O. BOX 260398, HARTFORD, CT 06126 · (860) 461-0320 / (603) 325-5250 CELL

INFO@CCJEF.ORG · WWW.CCJEF.ORG

CCJEF's 2010 Landmark Supreme Court Decision on Education Adequacy

In March 2010, on plaintiffs' appeal of an unfavorable pretrial decision regarding adequacy, the Connecticut Supreme Court ruled in *CCJEF v. Rell* that the State constitution ensures the right of every Connecticut public school student to an effective, meaningful, and quality (adequate) education, and the State must pay for it.

The 2010 *CCJEF* decision added substance to the rulings in *Horton v. Meskill* (1977, 1982, and 1985), in which the Connecticut Supreme Court affirmed that the State constitution provides a fundamental right to "substantially equal educational opportunity" for all school children and that the reliance on local property taxes to fund education, without regard to wealth disparities, was in violation of the constitution. The *Sheff v. O'Neill* (1989) decision further affirmed the precept of equal educational opportunity. Thus the 2010 *CCJEF* education adequacy ruling added to long-established foundations of equity.

Adequacy Standards

In a 4-3 decision for the plaintiffs, the Supreme Court remanded the case back to the Hartford Superior Court for trial on the merits of plaintiffs' adequacy and equity claims. Key elements of the plurality decision are described in the following paragraphs.

Citing economic and sociological public policy considerations, the Court noted that "education has a fundamental role in maintaining the fabric of our society." The Court reaffirmed its Horton I decision, that "the fundamental right to an education is not an empty linguistic shell." That right must meet modern educational standards, standards that are dynamic and dependent on "demands of an evolving world."

The Supreme Court specified that a suitable education is one that prepares school children to ...

- ◆ "participate fully in democratic institutions, such as jury service and voting"
- ◆ "progress to institutions of higher education"
- ◆ "attain productive employment"
- ◆ "contribute to the State's economy"

Drawing on standards articulated in the *Campaign for Fiscal Equity v. State of New York* (2006) and other state court decisions, the Connecticut Supreme Court called for ...

- ◆ "minimally adequate physical facilities and classrooms which provide enough light, space, heat, and air to permit children to learn"
- ◆ "minimally adequate instrumentalities of learning such as desks, chairs, pencils, and reasonably current textbooks"
- ◆ "minimally adequate teaching of reasonably up-to-date basic curricula such as reading, writing, mathematics, science, and social studies"
- ◆ "sufficient personnel adequately trained to teach those subject areas"

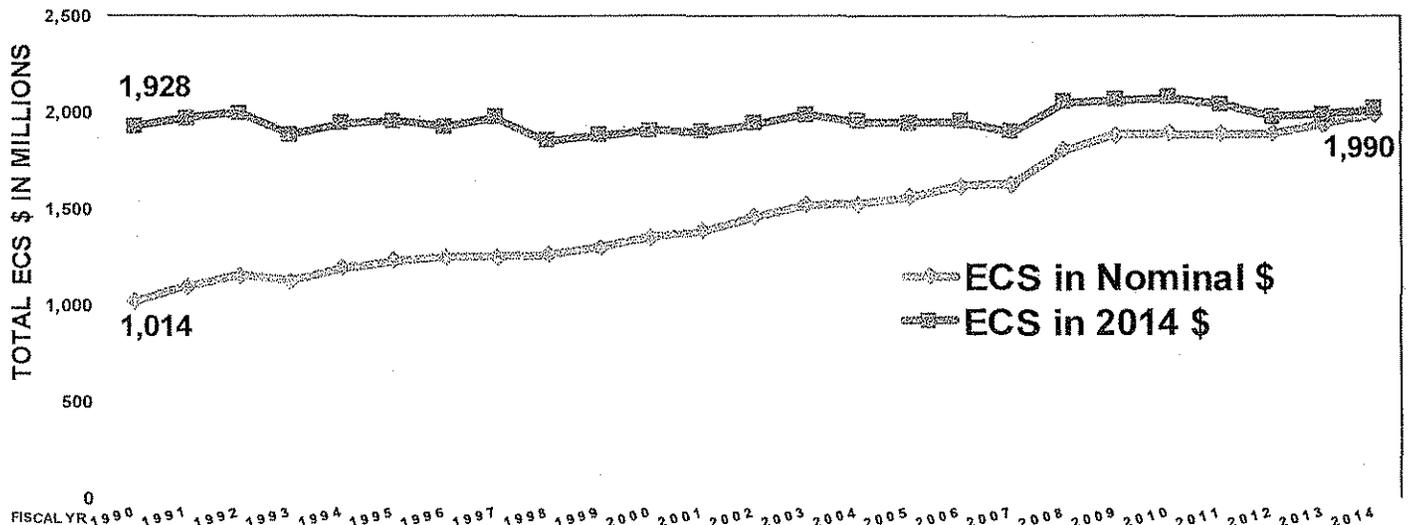
At full trial on the merits of its adequacy and equity claims, CCJEF plaintiffs will prove that the State has failed to meet the above Supreme Court standards. Mark your calendar for September 9, 2014!



The 2008 Yale Law School Education Adequacy Clinic, shown here on the steps of the Connecticut Supreme Court following oral arguments on the adequacy appeal. The Court's decision wasn't issued for another 23 months, by which time this Clinic cohort had graduated. David Noah '09, and Neil Weare '08 (front, 2nd from L and 2nd from R, respectively), argued the case; their colleagues prepared the brief and mustered amicus briefs on behalf of plaintiffs. Also pictured are the late Judge Simon Bernstein (front row), author of the Connecticut Constitution's education clause on which schoolchildren's rights are based, and supervising Clinical Profs. Bob Solomon, Alex Knopp, and Robin Golden. (John Ryan Photography)

A Few Underlying Facts ...

25 YEARS OF ECS ENTITLEMENTS ONLY \$62 MILLION IN REAL FUNDING ADDED

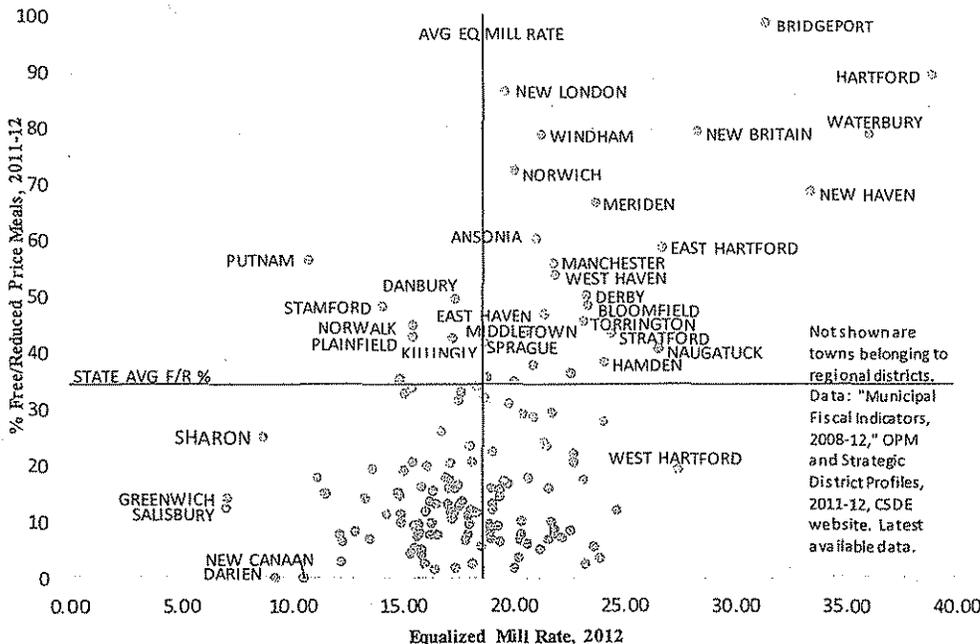


Data: CT State Dept. of Education for ECS; Federal Reserve Bank of Minneapolis for CPI-U

CCJEF, Updated on 04/02/2014

After accounting for inflation, the Education Cost Sharing formula — the State's major equalization mechanism for providing aid to municipalities for their public PK-12 school districts — has remained essentially flat throughout the past quarter-century. Yet, over this same time period, what the State, parents, employers, and society in general expect from schools, teachers, administrators, and students has risen to unprecedented levels. Whether as mandates, AYP, DPI/SPI ratings, or standards, the cost of educating children far exceeds what the ECS or other State grants has in the past funded. Instead, local property taxes have carried the lion's share of the burden. CCJEF seeks to reverse that.

EQUALIZED MILL RATES AND STUDENT POVERTY



Not shown are towns belonging to regional districts.
Data: "Municipal Fiscal Indicators, 2008-12," OPM and Strategic District Profiles, 2011-12, CSDE website. Latest available data.

Adequate Resources

Equitable State Funding

Property Tax Relief

**The REAL Reform
Our Schools
& Towns
Need**

About CCJEF

 **The Connecticut Coalition for Justice in Education Funding** is a 501(c)(3) membership organization comprised of municipalities across the state of varying sizes and socioeconomic makeup, local boards of education whose schools range from struggling to high-performing, statewide professional education associations, unions, parents, students aged 18 or older, and other concerned Connecticut taxpayers.

CCJEF member communities are home to nearly half the state's public school children, including three-fourths of all minority students, those from low-income families, and students from homes where English is not the spoken language.

Since its founding in 2004, CCJEF has been represented pro bono by the **Yale Law School Education Adequacy Project**. Over the past 10 years, more than 200 YLS students, aided by several clinical faculty, have made important contributions to building the case and winning the 2010 Supreme Court decision. Yale Law School is the first law school in the nation to undertake litigation of an education adequacy/equity constitutional challenge.

In 2012, the prominent New York firm **Debevoise & Plimpton LLP** stepped forward to assume responsibility as chief litigators for the case, similarly providing its services pro bono and working in tandem with YLS and **David Rosen & Associates PC** of New Haven. Debevoise Partner Helen V. Cantwell, who grew up in Greenwich, leads the legal team. Its members bring extraordinary talent, tireless effort, and deep commitment to the civil rights issues of this case.

A FEW MORE FACTS

- ◊ Connecticut is the most reliant state in the nation on property taxes to fund PK-12 public education.
- ◊ CCM reports that on average, 62 cents out of every \$1 raised in property taxes goes to pay for the local schools that serve some 92% of all public school children.
- ◊ In FY13, school districts spent nearly \$1.8 billion on special education, about 22% of their operating budgets. State SPED Excess Cost reimbursement and federal IDEA funding together amount to only about 15% of districts' SPED expenditures. Local taxpayers foot the rest. The SPED Excess Cost grant remains capped, as are the pupil transportation and adult education grants.
- ◊ Bilingual education funding is equally grim, amounting to about \$64 per student during the 30 months they are eligible for services, and the ECS formula weight for ESL students was eliminated last year.

Adequate? Equitable? Fair?

CCJEF School Funding Reform Agenda

ADEQUACY

Adequate education and adequate resources — Revamp the Education Cost Sharing (ECS) formula and related grants to reflect the *real* cost of meeting the learning needs of all students and preparing them for success in college or advanced training, the modern workforce, and productive citizenship.

EQUITY

Equal educational opportunity and equitable resources — Ensure that adequate school funding is distributed equitably based on student learning needs, fair measures of town wealth, and fidelity to tax equalization principles.

PROPERTY TAX RELIEF

Tax fairness — Shift the lion's share of funding for school operations away from property taxes and onto the State, thereby lessening the heavy dependence on this regressive tax structure.

Contact CCJEF ...



Herbert C. Rosenthal
CCJEF President
Town of Newtown
hcroenthal@aol.com
(203) 426-0660 (H)



Dr. Dianne Kaplan deVries
CCJEF Project Director
dianne@ccjef.org
(860) 461-0320 (W)
(603) 325-5250 (M)



James J. Finley, Jr.
Pro Bono CCJEF Consultant, Gov't Services
Finley Government Strategies
jimfinley1955@att.net
(203) 804-6895 (M)



CONNECTICUT COALITION FOR *JUSTICE* IN EDUCATION FUNDING

P.O. BOX 260398, HARTFORD, CT 06126 · (860) 461-0320 / (603) 325-5250 CELL

INFO@CCJEF.ORG · WWW.CCJEF.ORG



Do you live or work in Mansfield?

Sign Up Today!

**Make sure you register for
Mansfield's EMERGENCY NOTIFICATION System**

Emergency Notifications ~ Major Road Closures
Weather Alerts ~ and other urgent local info!

System-wide test to be conducted June 4th

Visit www.MansfieldCT.gov and click on the
 logo to learn more and register!



CodeRED®

What is CodeRED and why is it important to me?

CodeRED is an emergency notification service that allows emergency officials to notify Mansfield residents and businesses by telephone, cell phone, text message, email and social media regarding time-sensitive emergency alerts and urgent notifications. Only authorized officials have access to the CodeRED system.

When will CodeRED be used?

Any message regarding the safety, property or welfare of the Mansfield community will be disseminated using the CodeRED system. These may include AMBER alerts, notifications of hazardous traffic or road conditions, boil water advisories or evacuation notices. Additionally, users can opt-in to receive urgent notifications pertaining to local government operations.

Does the CodeRED system replace other systems that have been used to provide time-sensitive information to residents?

This system is an enhancement to existing means of communication and is meant to supplement current or past systems used for mass notification.

Does the CodeRED system already have my telephone number, or do I need to sign up to receive CodeRED notifications?

The CodeRED database contains information received from public databases, including regional phonebooks. *However, no resident should assume that their information is in the system.* The home page of the Town of Mansfield website, www.MansfieldCT.gov, has a link to the CodeRED Community Notification Enrollment page where you can register online. If you cannot register online, you can call 860-429-3328 and town staff will assist you with completing your registration over the telephone. *Please note that you must have a Mansfield address in order to register.*

I have a business located in Mansfield. Can I arrange to have CodeRED contact my business?

Yes. Fill out the CodeRED registration form but be sure to select the "This address is a business" option. Please note that emergency calls can only be delivered to a direct dial number. Automated attendants will disrupt the process and the calls will not be delivered. Businesses should register their main number and establish a procedure for distributing the CodeRED message to their workforce. *Please note that you must have a Mansfield address in order to register.*

What if I want to register additional numbers for my address?

After you submit the initial registration form, you may start the registration process again and submit more numbers for the same address. *Please note that you must have a Mansfield address in order to register.*

Is my personal information protected?

CodeRED is a service of Emergency Communications Network which takes security and privacy concerns very seriously. They will not sell, trade, lease or loan any citizen supplied data to third parties.



CodeRED®

How will I recognize a CodeRED message?

A CodeRED Emergency message will have a caller ID of 866-419-5000. A CodeRED Urgent message will have a caller ID 855-969-4636. We suggest you program both numbers in your cell phone as a "new contact" and use "CodeRED Emergency" and "CodeRED Urgent" as the contact name. If you need to replay the emergency alert or urgent notification message again, simply dial the number and you will be able to hear the message again.

What should I do if I receive a CodeRED message?

Listen carefully to the entire message. You will have the option to repeat the message by pressing any key. Do not call 911 for further information unless directed to do so or if you need immediate aid from the police or fire department.

I have a cordless phone, and it does not work when the power goes out.

How will the system be able to contact me?

Make sure you have at least one working corded telephone – and be sure to turn the ringer on. The CodeRED sign-up form allows you to indicate both a primary and alternate phone number. Cell phone and/or work phone numbers can be entered as alternate phone numbers. Both primary and alternate phone numbers will be contacted when a notification is sent.

Will the CodeRED system leave a message on an answering machine?

Yes, the CodeRED system will leave a message on a machine or on voicemail. The CodeRED system will leave the entire message in one pass.

What happens if the line is busy?

If the line is busy, CodeRED will try two more times to connect.

What circumstances might prevent a message from being delivered to me?

- If your contact information has changed and you have not registered your new information.
- If you have only cordless phones in your residence, the power is out and you did not register an alternate phone number.
- If your line is busy for an extended time and your calls do not forward to voicemail or an answering machine.
- If you have a privacy manager on your main phone and you did not register an alternate phone number.

The Town of Mansfield will receive a report of undelivered calls and can instruct the CodeRED system to begin another round of calls to busy numbers. It is best to have an alternate phone number in the calling database for these situations.



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

May 26, 2014

POC: Fran Raiola, Emergency Management Director, 860-429-3328

ADVANCE COPY

Mansfield to conduct test of new CodeRED emergency notification system

The CodeRED system provides Mansfield officials the ability to quickly deliver messages to targeted areas or the entire town. On June 4, 2014 at approximately 1 p.m., town officials will conduct a performance test of the CodeRED emergency notification system to determine how quickly notifications can be delivered to the entire community in case of an actual emergency.

Prior to the test, all citizens are encouraged to enroll additional contact information, including cell phone numbers, text and email addresses and specify their notification preferences by visiting the CodeRED notification enrollment page on Mansfield's website at www.MansfieldCT.gov. You must have a Mansfield home or work address in order to register.

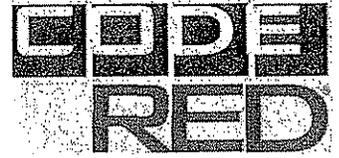
Emergency Management Director Fran Raiola cautions that such systems are only as good as the telephone number database supporting them. "If your phone number is not in the database, you will not be called." One of the reasons the CodeRED system was selected is it gives individuals and businesses the ability to add their own phone numbers directly into the system's database, and that information is immediately available to town officials to contact in case of emergency.

"No one should assume their telephone number is included," Raiola said, urging all Mansfield residents and businesses to log onto the Town of Mansfield's website (www.MansfieldCT.gov) and follow the CodeRED link for community notification enrollment. If you cannot register online, you can call 860-429-3328 and town staff will assist you with completing your registration over the telephone. Required information includes first and last name, street address (physical address, no P.O. boxes), city, state, zip code, and primary phone number. Additional phone numbers can be entered as well.

All Mansfield businesses should register, as well as all Mansfield residents who have unlisted phone numbers, who have changed their phone number or address within the past year, and those who use a cellular phone or VoIP phone as their primary number. "CodeRED allows geographically based delivery, which means street addresses are required to ensure emergency notification calls are received by the proper individuals in a given situation. The system will send phone calls to landlines and cell phones, as well as text messages and emails, so we need citizens to enroll their information to select their notification preferences," Raiola explained.

###

CodeRED Emergency Notification System



Follow the easy steps below to sign-up for the Town of Mansfield's Emergency Notification System.

Step 1

Go to www.MansfieldCT.gov/CodeRED and click on the "Sign-Up for Emergency Notifications" link. You will be directed to a page similar to the example below.

CodeRED
Keeping citizens informed.
This site is optimized for Internet Explorer 8 and above, Chrome and Firefox. For the best user experience, please ensure you are using these browsers.

Please take a moment to fill in the appropriate information below to be notified by your local emergency response team in the event of emergency situations or critical community alerts. Examples include: evacuation notices, bio-terrorism alerts, boil water notices, and missing child reports.

Contact Information

Step 2

Fill in the "First" and "Last" name fields. You can provide your full name or just initials if you prefer.

Contact Information

First name: Susan
Last name: Smith

Step 3

Fill in the "Address" fields with a residential or business address (it **must** be within the borders of Mansfield). You can only provide **one** address now (later you can provide additional addresses).

Address is: Residential Business

Address name: Home

Address to be notified (please no P.O. boxes): 123 Storrs Road

City: Storrs

State: CT

Zip: 06268

Step 4

Fill in the "Phone" fields. Click the "Add Phone" button to include all of your phones. Click the "Send text messages" box to also receive text messages (cell phones only). We do not use the "General Notifications" feature so it doesn't matter if you check that or not.

Phone Number: 8604231234 TDD/TTY device - Tone delivery, for hearing impaired

Send text messages - Standard text messaging rates apply

Mobile Provider: Verizon Wireless

Alert Types

Emergency Notifications

General Notifications

- Remove phone + Add phone

Step 5

Fill in the "Email" information. Click the "Add email" button to include all your email addresses. We do not use the "General Notifications" feature so it doesn't matter if you check that or not.

Email address:

Alert Types

Emergency Notifications

General

Step 6

Review the "Data Privacy" and "Terms & Conditions" sections. You must click on the box for "I have read, understand and agree to the terms and conditions." Then click the "Verify Information" button.

Step 7

We encourage you to click "Yes" to create a managed account so that you'll have the option of updating your information at any time. Click on "yes", pick a password, and click "Continue".

Would you like to create a managed account?

Creating a managed account will allow you access to modify your existing notification settings and contact information.

YES, I would like to create a managed account

NO, I would like to review and submit my information

Username: Password: Confirm password:

Step 8

We highly encourage you to scroll down the page to "Community Notifications" and put a check in the box for the optional list "Urgent Notifications" so that you also receive those notices as well.

Community Notifications

Your community will send you notifications related to your specific interests. Please indicate the types of notifications you would like to receive below.

Urgent Notifications (i.e. major road closures, severe weather watches)

Step 9

Review your information and make any corrections if needed. There is an "Add Location" button to add a 2nd Address if desired (and phone/email for it). Click the "Verify" button at the bottom.

Step 10

You will see one final confirmation page. Click the "Continue" button at the bottom when done.

You can return to www.MansfieldCT.gov/CodeRED and click on the "Login if you Already Created an Account" link at any time to add **another address** or make **changes** to your information.

Sara-Ann Bourque

From: Matthew W. Hart
Sent: Monday, May 05, 2014 11:53 AM
To: Town Council; Mansfield Dept. Heads; Kathleen M. Paterson; Sarah Delia; Lon R. Hultgren
Subject: FW: CRCOG Newsletter

Town Council and staff - FYI – see note on the Nash-Zimmer opening.

Regards,

Matt Hart
Town Manager
Town of Mansfield
860-429-3336

All E-mails are for official Town business only and privacy should not be assumed. E-mails are public documents unless subject matter is protected by State or Federal Laws.

 Please consider the environment before printing this email.

From: Maureen Barton [<mailto:mbarton@crcog.org>]
Sent: Monday, May 05, 2014 11:12 AM
To: Maureen Barton
Subject: CRCOG Newsletter

CRCOG Update

May 5, 2014

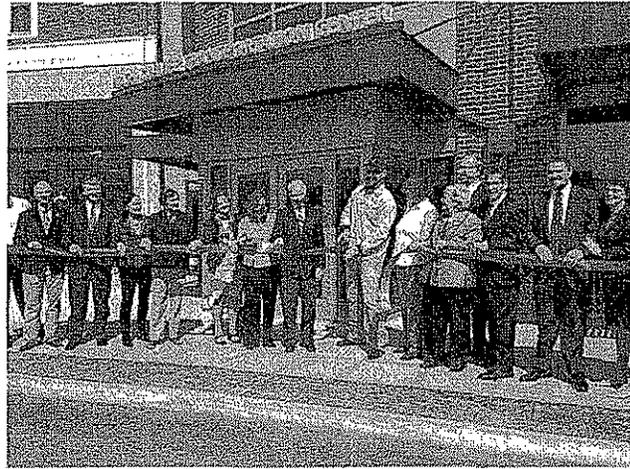
CRCOG Annual Meeting with Guest Speaker Tom Condon

The CRCOG Annual Meeting will be held on Thursday, June 12, 2014 at 12:00 noon, at the New Britain Museum of American Art. Our guest speaker will be Tom Condon from The Hartford Courant. This is a great opportunity to meet with CRCOG members and partners, new and old, and to visit a cultural resource for our region. Keep your eyes open for registration forms, which will be sent out soon.

*****Happenings in one of our new municipalities*****

Storrs Nash-Zimmer Transportation Center - Grand Opening

A ribbon cutting ceremony was held on April marking the grand opening of the Nash-Zimmer Transportation Center located in Storrs, Connecticut. The center will serve as Transportation Hub for all buses that make stops through the town - UConn Shuttles, Windham Regional Transit District (WRTD) buses and commercial lines like Peter Pan. Amenities at the center will offer bicycle racks and lockers, showers, and repair equipment for bicycle commuters. Among the participants in the ceremony were United



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States Congressman Joe Courtney; Secretary of the State Denise Merrill; State Senator Donald E. Williams, Jr.; State Representatives; UConn Administration; the Federal Transit Administration; the Greater Hartford Transit District and the Town of Mansfield Mayor - Elizabeth Paterson.

Along with bathrooms, informational kiosks, brochures, and waiting areas for passengers, the state-of-art center features a video wall offering bus GPS positioning, schedules, and information about Storrs Center and surrounding cultural and recreational opportunities. Additionally, zipcar

and bike sharing opportunities are expected in the future. The Center is located adjacent to the Parking Garage in Storrs Center, a new mixed-use town center and main street corridor at the crossroads of the Town of Mansfield and the University of Connecticut. The project's success is the result of a partnership among Federal, State, University, regional, and local officials, which included securing, and administering a \$4.9 million grant from the Federal Transit Administration for Transportation Center Construction.



Intertown Capital Equipment (ICE) Purchasing Incentive Program

The Towns of Wethersfield, Newington, and Berlin received ICE Program grant monies for the joint purchase of a 75-foot Bucket/Boom Truck. The towns have developed a cooperative that will allow them to keep street trees properly manicured and utility wiring clear of debris. Prior to the purchase of this equipment, the towns

contracted this work out which was both expensive and caused some delay in emergency situations. Jointly owning this equipment provides more flexibility and a financial savings. The equipment-sharing agreement complements an existing service cooperative and provides a good example of thinking and acting regionally. The Town of Wethersfield served as the lead municipality and CRCOG staff assisted in the grant submission and development of contracts.

League Cycling Instructor on CRCOG Staff



Congratulations to Lia Yim on becoming a League Cycling Instructor (LCI) earlier this month. The League of American Bicyclists' LCI program prepares graduates to teach people how to ride safely and legally on the road. The certification program includes an intense 3-day training session, exams, and a critique of classroom and on-road instruction techniques. Having an LCI on CRCOG staff is a valuable resource, especially for our town engineers and planners. Questions about bicycle education or rules of the road may be directed to Lia Yim at byim@crcog.org. The LCI Training Seminar was hosted by Mitchell Auto Group in Simsbury, CT.

Capitol Region Council of Governments
241 Main St
Hartford, CT 06106
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PAGE
BREAK

Matthew W. Hart

From: OSC-PRESSRL-owner@list.state.ct.us on behalf of OSC NEWS
<mmorelli@list.state.ct.us>
Sent: Thursday, May 01, 2014 2:55 PM
To: osc-pressrl@list.state.ct.us
Subject: [PRESSRL] Comptroller Lembo Projects \$43.4 Surplus for Fiscal Year 2014

FOR IMMEDIATE RELEASE THURSDAY, MAY 1, 2014

Contact: Tara Downes
 860-702-3308
Tara.Downes@ct.gov

COMPTROLLER LEMBO PROJECTS \$43.4-MILLION SURPLUS FOR FISCAL YEAR 2014

Comptroller Kevin Lembo today announced that the state is currently on track to end Fiscal Year 2014 with a \$43.4-million surplus.

This latest surplus projection is a \$461.5-million decline from last month, following a newly revised consensus revenue forecast released by

the Office of Policy and Management (OPM) and the non-partisan Office of Fiscal Analysis (OFA).

In a letter to Gov. Dannel P. Malloy, Lembo concurred that income tax revenue experienced a significant decline in April from last month's

forecast, by approximately \$389.1 million. The income tax decline explains most of the erosion in the surplus, though other revenue revisions

are responsible for the remaining \$72.4-million decline.

"These final income tax payments buck historical trends – but reinforce my position that economic volatility and uncertainty demand sustained

financial caution, discipline and rebuilding our Budget Reserve Fund," Lembo said. "I am pleased to hear that any surplus will be directed to

the Budget Reserve Fund.

"Over the past 10 fiscal years, estimated income tax payments and final income tax payments trended in the same direction in all but one fiscal

year," Lembo said. "If estimated payments trended higher, final payments followed a similar upward trend. The only deviation from this pattern

was in Fiscal Year 2010 when a new income tax bracket was added. This fiscal year, final income tax payments deviated significantly from the

historical pattern utilized in the last projections and created the significant income tax shortfall.”

The double-digit decline was likely due to investor decision-making in response to a 2012 change in the federal capital gains tax rate that has

impacted multiple states this year, Lembo said.

“This change shifted future year gains-taking by taxpayers into Fiscal Year 2013 in order to take advantage of the lower federal tax rate

structure,” Lembo said. “In the absence of this federal change, some of the prior year gains would likely have been realized this fiscal year.”

Lembo said the entire General Fund surplus adjustment this month is attributable to revenue changes, as spending has remained unchanged this

month and is still below budget targets.

“Leading up to this decline in revenue projection and reduced surplus, I have emphasized that the state faces new financial challenges in the

outlying years,” Lembo said. “At the risk of repetition, it is critically important that we directly deposit any additional surplus in excess

of this month’s estimate into the Budget Reserve Fund to account for future unanticipated shortfalls.”

The reserve balance at the end of Fiscal Year 2013 was \$270.7 million. This represents 1.6 percent of net appropriations.

“I have advocated for a reserve level of 15 percent of spending,” Lembo said. “Sufficient dollars in reserve will guard against future tax

increases and service reductions during inevitable future recessionary cycles.

“Despite the decline in General Fund surplus, there are some bright spots in Connecticut’s overall economy,” Lembo said, pointing to a

strengthening housing market and other indicators.

Lembo highlighted data and other information from federal and state Departments of Labor and other sources that show:

- Year-to-date gains in the employment-driven withholding portion of the state income tax remained positive through March growing 2.3

percent from a year ago. For the cumulative three-month period ending in March, withholding collections were up 2.5 percent, largely due to

strong receipts posted in February.

- Connecticut gained 4,900 payroll jobs in March. Over the 12 months ending in March, the state had added 9,400 jobs. According to the

Department of Labor, Connecticut regained 65,000 payroll positions, or 54.6 percent of the 119,100 positions lost to the March 2008 - February

2010 employment recession. Nationally, all of the jobs lost to the recession had been recovered by March 2014.

- The table below shows the distribution of employment gains and losses by super sector over the latest 12-month period.

Job Gains Latest 12 Months	Job Losses Latest 12 Months
Leisure & Hospitality 5,500	Government -4,100
Education & Health 5,400	Manufacturing -2,300
Transp. & Utilities 3,100	Financial Activities -800
Construction 2,800	Information -500
Prof. & Business Services 600	Other Services -300

- Connecticut's unemployment rate was 7.0 percent in March; the national unemployment rate was 6.7 percent that month.

- The charts below are a time series view of Connecticut employment and the unemployment rate.

- Based on data released by the Bureau of Economic Analysis on March 25, personal income in Connecticut grew at a rate of 2.1 percent

between 2012 and 2013 ranking the state 37th nationally in personal income growth. Net earnings increased 1.4 percent while dividends, interest

and rent increased 3.7 percent. Personal income results for the 1st quarter of 2014 will be released on June 24.

- The chart below shows the annual trend in Connecticut personal income. Because the state spending cap is based on the growth in

personal income (or the rate of inflation if higher), the current trend places downward pressure on budgeted state spending. The cap does not

apply to debt financed spending.

- Average private sector weekly pay was calculated at \$942.82 in March, up \$12.89, or 1.4 percent over the year.

- The year-to-year change in the Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average, not seasonally adjusted) in

March 2014 was 1.5 percent.

- A strong housing market has lifted Connecticut's real estate conveyance tax receipts. Through March, total receipts are running more

than three-quarters above last year's level.

- Single-family home sales in Connecticut rose 2.8 percent in February according to an April 10 report from The Warren Group. This is the

tenth consecutive month of home sale gains in the state. The 2.8-percent increase is below the 6-percent growth rate posted for the full 2013

calendar year, but weather played a role in slowing sales. In addition, February is historically the slowest month of the year for home

closings; July has the strongest closing activity. Analysts are expecting pent up demand to accelerate spring sales.

- The median price of single-family homes rose by 4.4 percent in February, selling at \$235,000 compared with \$225,000 in the same month

last year.

- Condominium sales in February accelerated at a brisk rate of 17.2 percent from the same month last year. This is consistent with the

strong double-digit growth in 2013. The median price for a condo rose in February by 10.8 percent to \$155,000 compared with \$139,841 in

February 2013.

- According to the National Association of Realtors, total U.S. existing home sales in March were 7.5 percent below March of 2013. The

median price of a home rose 7.9 percent to \$198,500 from March of last year. Regionally, existing home sales in the Northeast fell 4.8 percent

from last March and prices were up 3.2 percent to \$244,700.

- At this writing the Dow Jones Industrial Average has posted a 12-month gain of 12.75 percent; however, on a calendar year-to-date basis

the market has declined slightly.

- The capital gains driven estimated payment portion of the income tax grew by almost 18 percent last fiscal year. This large increase

was partially attributable to a capital gains tax change that went into effect at the end of 2012 and resulted in a roll-forward of taxable

gains to Fiscal Year 2013. Absent the tax change, these roll-forward gains would have been realized in future years.

- The budget plan anticipated a softening of estimated payments in Fiscal Year 2014 based on the roll-forward activity. However,

estimated payments through March of this fiscal year were up by almost 5 percent. The positive trend in estimated payments fueled expectations

of growth in April final income tax payments.

- Typically, estimated and final income tax payments have moved in similar directions. Over the last ten years the only deviation in

trend between estimated and final payments was in Fiscal Year 2010 when an additional income tax bracket was added.

- It now appears that final income tax payments have again run counter to the established trend. The April final income tax payments have

trended negative, resulting in a large decline in expected income tax receipts. The income tax loss from last month's estimate is \$389.1

million.

- It is difficult at this point in time to accurately determine the cause of the deviation in final income tax payments from the

historical trend. Certainly the forward shift in capital gains discussed above played a role. It is also significant that profit taking has

been on a downward trend since the height of the financial crisis as trading volume has receded even as the market has risen.

TRADING VOLUME

DOW

- At this writing the Dow Jones Industrial Average has posted a 12-month gain of 11.6 percent; however, on a calendar year-to-date basis

the market has declined slightly.

Consumers

- Through March the sales tax receipts were accelerating, advancing at a rate of over 9 percent on a fiscal year-to-date basis. Receipts

have been improving in the second half of the fiscal year.

- March advance retail sales were up 3.8 percent from the same month last year. This is a significant improvement over February's gain.

In calendar year 2013, sales were 4.2 percent higher than in 2012.

- According to the Federal Reserve, in February annualized consumer credit card debt contracted sharply. After growing 1.3 percent in

2013, revolving credit declined at an annualized rate of 3.5 percent in February. Non-revolving credit was up sharply increasing at an

annualized 10 percent in February. This resulted in total consumer credit in February advancing by 6.5 percent. Total credit grew 6 percent in

2013.

Business and Economic Growth

- Based on the April 30 release by the Bureau of Economic Analysis, real GDP increased at a rate of 0.1 percent in the 1st quarter of

2014. In the 4th quarter of 2013 real GDP advanced 2.6 percent.

- The deceleration in real GDP growth in the first quarter primarily reflected downturns in exports and in nonresidential fixed

investment, a larger decrease in private inventory investment, a deceleration in personal consumption expenditures, and a downturn in state and

local government spending that were partly offset by an upturn in federal government spending and a downturn in imports.

- Corporate profits posted growth of 6 percent from one year ago in the 4th quarter of 2013. Profits grew by better than 7 percent in

both 2011 and 2012. Profit gains softened in 2013 growing by 4.6 percent.

- The Department of Labor's General Drift Indicators are composite measures of the four-quarter change in three coincident (Connecticut

Manufacturing Production Index, nonfarm employment, and real personal income) and four leading (housing permits, manufacturing average weekly

hours, Hartford help-wanted advertising, and initial unemployment claims) economic variables, and are indexed so 1986 = 100.

END

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