



**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, November 24, 2014  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.**

**AGENDA**

	Page
CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES .....	1
OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL	
REPORT OF THE TOWN MANAGER	
REPORTS AND COMMENTS OF COUNCIL MEMBERS	
OLD BUSINESS	
1. Storrs Center Update (Item #2, 10-27-14 Agenda) (Oral Report)	
2. Community/Campus Relations, UCONN Campus Master Plan (Item #1, 10-14-14 Agenda).....	5
3. Impact Analysis of Next Generation Connecticut Initiative (Item #9, 10-27-14 Agenda).....	9
NEW BUSINESS	
4. Presentation: Department of Public Works .....	49
5. Personal Services Agreement between the Town of Mansfield and the State of Connecticut for Community Playground Project.....	51
6. Small Town Economic Assistance Program (STEAP) Application for Community Playground Project .....	65
7. Small Town Economic Assistance Program (STEAP) Application for Four Corners Sanitary Sewer Project .....	77
8. Department of Homeland Security (DHS), Assistance to Firefighters Grant .....	99
9. Registrar Compensation for 2015-2016 Term .....	105
10. Successor Collective Bargaining Agreement with Local 2001, CSEA, SEIU Professional & Technical Employees.....	111
11. Town Manager's Compensation for 2014/2015.....	173
QUARTERLY REPORTS ( <a href="http://www.MansfieldCT.gov">www.MansfieldCT.gov</a> )	
REPORTS OF COUNCIL COMMITTEES	
DEPARTMENTAL AND ADVISORY COMMITTEE REPORTS ( <a href="http://www.MansfieldCT.gov">www.MansfieldCT.gov</a> )	
PETITIONS, REQUESTS AND COMMUNICATIONS	

12. J. Sgro (11/20/14).....	181
13. Community School of the Arts Memorandum of Agreement.....	183
14. Mansfield Historical Society Newsletter – November 2014.....	193
15. UConn Community Update – Fall 2014 .....	199
16. Connecticut Water: In Your Community – October 2014.....	203

**FUTURE AGENDAS**

**EXECUTIVE SESSION**

- 17. Sale or purchase of real property, in accordance with CGS §1-200(6)(D)
- 18. Strategy and Negotiations with Respect to Pending Claims or Litigation, in accordance with CGS §1-200(6)(B)

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
November 10, 2014  
DRAFT

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

I. ROLL CALL

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

II. APPROVAL OF MINUTES

Mr. Ryan moved and Mr. Shapiro seconded to approve the minutes of the October 27, 2014 special meeting as presented. The motion passed unanimously. Ms. Moran moved and Mr. Shapiro seconded to approve the minutes of the October 27, 2014 meeting as presented. The motion passed unanimously.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Julia DeLapp, parent, Lynwood Road resident and volunteer on the Playground Committee, described the proposed community playground project as a place for families to come together. Ms. DeLapp thanked the Council for their support to date and asked for continued support.

Brian Coleman, Centre Street, expressed his concern with students voting on the sewer referendum and suggested referenda votes be held on a separate day. Mr. Coleman stated that he did not receive a CodeRed message regarding the election and expressed dismay that so few residents have signed up to receive CodeRed messages.

Chad Rittenhouse, Little Lane resident and volunteer on the Playground Committee, thanked the Council for the Veterans Day commemoration prior to the meeting, and urged Council support for the proposed community playground.

Sheila Amdur, Separatist Road, stated she is delighted by the idea of an accessible playground and thanked the Council for their leadership on the Four Corners Sewer Project.

IV. REPORT OF THE TOWN MANAGER

Assistant Town Manager Maria Capriola reviewed the announcements in the Town Manager's Report.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Ms. Moran requested an update on the next steps in the sewer project.

Mr. Ryan noted the passing of longtime Mansfield Middle School Social Studies teacher Bob Sampson.

Mayor Paterson reported on the wonderful Veterans Day event held at the Community Center earlier today. She thanked the volunteers and staff for their work noting that it is great to see people showing up to honor veterans from the community.

VI. OLD BUSINESS

No new items of business.

VII. NEW BUSINESS

1. Mansfield Advocates for Children. Playground Committee Update  
Parks and Recreation Director Curt Vincente and landscape architect Brian Kent of Kent and Frost Architects presented information on Mansfield Advocates for Children's plan for a community playground located near the Community Center.

2. Application to Intertown Capital Equipment Purchase Incentive (ICE) Program, Catch Basin Cleaner

November 10, 2014

Mr. Shapiro moved and Mr. Marcellino seconded, effective November 10, 2014, to endorse the Town's participation in the Intertown Capital Equipment Purchase Incentive (ICE) Program provided in Connecticut General Statutes §4-66m. Such proposal is attached to and made a part of this record.  
Motion passed unanimously.

3. Financial Statements dated September 30, 2014  
Chair of the Finance Committee Mr. Ryan moved, effective November 10, 2014, to accept the Financial Statements dated September 30, 2014.  
Mr. Ryan noted the Finance Committee met and approved the financial statements. The Committee discussed the substantial increase in health claims and will be looking at possible actuarial explanations and solutions.
4. Town Council Meeting Schedule  
Ms. Moran moved and Mr. Ryan seconded, effective November 10, 2014 to adopt the Town Council Meeting Schedule for 2015, as presented by the Town Clerk.  
Motion passed unanimously.
5. Ethics Code Provisions Applicability to Mansfield Board of Education Employees  
Ms. Moran moved and Ms. Raymond seconded effective November 10, 2014 to refer the Ethics Board memorandum dated October 22, 2014 to the Personnel Committee for review, discussion and recommendations.  
The motion passed with all in favor except Ms. Wassmundt who was opposed.

#### VIII. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Finance Committee, reported the Committee received a progress report from Blum Shapiro regarding their review of financial controls. Additional information will be available following the December Finance Committee meeting.

#### IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

#### X. PETITIONS, REQUESTS AND COMMUNICATONS

6. B. Coleman (10/27/14)
7. R. Moynihan (11/3/14)
8. A. Smith (10/27/14)
9. M. Hart re: University of Connecticut STEM Residence Hall
10. State of Connecticut Department of Correction re: Bergin Correctional Institution
11. Commercially Licensed Co-operative Kitchen, Inc.
12. Mansfield Minute – November 2014
13. Senior Sparks – November 2014

#### XI. FUTURE AGENDA

Ms. Moran reiterated her request for a workshop on the next steps in the sewer project.

#### XII. ADJOURNMENT

Mr. Shapiro moved and Ms. Moran seconded to adjourn the meeting at 8:55 p.m.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

November 10, 2014



DRAFT

**Intertown Capital Equipment Purchasing Incentive (ICE) Program**  
 (Connecticut General Statutes Section 4-66m)

The Intertown Capital Equipment Purchase Incentive (ICE) Program provides grants to two or more municipalities to jointly acquire, by purchase or lease, "equipment or vehicles necessary to the performance or delivery of a required governmental function."

The purpose of this submission is for:  PRE-APPROVAL  FINAL APPROVAL AND DISTRIBUTION  
 Must include Certified Resolution and copy of Intermunicipal Agreement.

Complete and return on or before December 1, 2014 to: *Office of Policy and Management*  
*Intergovernmental Policy Division*  
*450 Capitol Avenue, MS 540RG*  
*Hartford, CT 06106-1379*  
*ATT: ICE Program*

*Please attach additional sheets if necessary; identify program and towns on each attachment.*

Applicant: Provide the name and address of the municipality taking the lead role:		
	Lead municipality	List other Participating Towns here:
Town	Coventry	Mansfield
Address	1712 Main Street	4 South Eagleville Road
Address	Coventry, CT 06238	Mansfield, CT 06268
Address		
Contact	John Elsesser	Matthew W. Hart
e-mail	JElsesser@coventryct.org	HartMW@mansfieldct.org
Phone	860-742-6324	860-429-3336
Fax	860-742-8911	860-429-6863
If any of the participating municipalities is designated as a "distressed/targeted investment/public investment municipality", list the municipality and its designation.		
Town	Designation	
Provide a Brief Descriptive Title for the Proposed Acquisition:		
Catch Basin Cleaner		
Provide a description of the "required governmental function or service" of the equipment or vehicles for which you are requesting funding.		
To clean catch basins by vacuuming out sediment and debris to keep our waterways clean.		
List the equipment or vehicle(s) for which funding is sought (Provide Serial No., VIN and Model		





**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  
**Date:** November 24, 2014  
**Re:** Community/Campus Relations, UCONN Campus Master Plan

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**Subject Matter/Background**

UCONN has informed me that the draft Master Plan documents are now available for review and comment. The master plan website has been activated and the draft documents have been posted. The website is located at [www.masterplan.uconn.edu](http://www.masterplan.uconn.edu), and the documents are uploaded to the "documents" tab under Storrs campus. The website also has a location for people to register their comments and ask questions. UCONN staff will be monitoring the website and summarizing the incoming comments.

UCONN now plans to present the draft Master Plan to its Board of Trustees in early February 2015. With respect to the Town's review of the draft, UCONN staff will make a presentation to the Town Council at the Council's regular meeting on December 8, 2014. At Monday's meeting, I suggest that you refer the draft to various municipal commissions and advisory committees in order to prepare a comprehensive set of comments from the Town by your January 26, 2015 meeting. (Given the schedule, I will send out the information to the committees in advance of Monday's meeting.)

I also wish to report that due to comments expressed by Linda Painter and me, as well as members of the Town Council and the general public, the University's planning team is actively considering additional sites for the location of the proposed hockey facility.

**Recommendation**

I suggest that you refer the draft UCONN Master Plan to the Planning and Zoning Commission, the Conservation Commission, the Economic Development Commission, the Agriculture Committee, the Open Space Preservation Committee, the Sustainability Advisory Committee and the Traffic Authority, for review and comment with a deadline of reporting back to the Town Council for its January 26, 2015 meeting.

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

*Move, to refer the draft UCONN Master Plan to the Planning and Zoning Commission, the Conservation Commission, the Economic Development Commission, the Agriculture Committee, the Open Space Preservation Committee, the Sustainability Advisory Committee and the Traffic Authority, for review and comment with a deadline of reporting back to the Town Council for its January 26, 2015 meeting.*

**Attachment**

1) M. Kirk re UCONN Campus Master Plan



Office of the President  
Michael Kirk  
Deputy Chief of Staff

November 20, 2014

Mr. Matt Hart  
Ms. Linda Painter  
Town of Mansfield  
4 South Eagleville Road  
Mansfield, CT 06268

RE: LETTER OF TRANSMITTAL: DRAFT Campus Master Plan Review

Dear Matt and Linda:

The University has opened a review period for the Draft Campus Master Plan which will run through January 27, 2015, and we have activated a dedicated website for people to access the documents. They can be found at: [www.masterplan.uconn.edu](http://www.masterplan.uconn.edu)

We are currently working on the Draft Executive Summary of the Campus Master Plan, and hope to have it uploaded to the website later this week or early next week. The Draft Executive Summary will contain multiple site options for the following proposed projects:

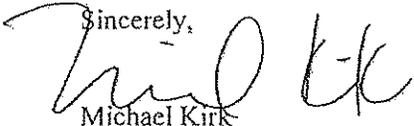
1. A Student Recreation Center
2. New Residential Development
3. A Hockey Arena
4. Science Facilities

The multiple site options for these projects will remain open for discussion throughout the review period, and we would request that all Town Boards and Committees are made aware of the options that are presented in the Executive Summary as they are still being actively considered for these projects.

We understand that the Town Council will refer these documents to the appropriate committees for review. We would like to have University representatives at meetings where the Draft Master Plan is discussed. When you have determined the schedule of meetings, please let us know we will make arrangements to have someone there. As always, if you have questions feel free to contact me or Beverly Wood in University Planning to discuss this review and the master plan documents.

The University will review the comments from the University community and the Town Council, amend the Draft documents if necessary and prepare a briefing for the Board of Trustees at their February meeting.

Sincerely,



Michael Kirk

352 MANSFIELD ROAD, UNIT 1048  
STORRS, CT 06269-1048  
PHONE 860.486.2337  
FAX 860.466.2627

PAGE  
BREAK



**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; Cherie Trahan, Director of Finance  
**Date:** November 24, 2014  
**Re:** Impact Analysis of Next Generation Connecticut Initiative

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**Subject Matter/Background**

As discussed at the October 27, 2014 meeting, attached please find a proposed Agreement between the Town of Mansfield and UCONN concerning the Impact Analysis of Next Generation Connecticut Initiative (NextGenCT Impact Analysis). The agreement concerns the execution of the project and the funding arrangement.

I have also attached for your reference the response to the request for proposals (RFP) from Econsult Solutions, Inc., the preferred consultant to conduct the planned impact analysis. Town and UCONN staff interviewed the three consultants who responded to the RFP and identified Econsult as the preferred consultant based on the firm's qualifications, approach to the project, pricing and references.

As you will recall, the purpose of the impact study is to assess the economic benefits of *NextGenCT*, as well as the anticipated impacts to municipal services and quality of life. The impact analysis will provide an important planning and budgeting tool for the Town, and a resource to demonstrate the importance of maintaining intergovernmental revenue from the state to Mansfield.

The scope of the assignment includes eight tasks, beginning with a historical review of the UCONN 200 and 21<sup>st</sup> Century initiatives and concluding with various client, stakeholder and public presentations. The timeline for the engagement is approximately five months.

**Financial Impact**

The budget for the project totals \$96,640, with the Town expected to fund 25 percent or \$24,160 of the cost and the University funding 75 percent or \$72,480 of the expense. Under the proposed agreement, the University's share is capped at \$75,000. I recommend that the Town use a portion of the unanticipated additional state revenue for FY 2014/15 to fund the Town's share of the project

cost, unless we are able to realize other savings in the operating or capital budgets to cover this expense.

**Legal Review**

The Town Attorney has reviewed and approved the form of the proposed agreement. UCONN's General Counsel's Office and the Assistant Attorney General have also reviewed the agreement and found it acceptable.

**Recommendation**

In order to commence this important project, I recommend that the Town Council authorize me to execute the proposed Agreement with UCONN.

If the Town Council supports this recommendation, the following motions would be in order:

*Move, effective November 24, 2014, to authorize the Town Manager to execute the proposed Agreement between the Town of Mansfield and the University of Connecticut concerning the Impact Analysis of Next Generation Connecticut Initiative.*

*Move, effective November 24, 2014, to increase the FY2014/15 General Fund Transfer to Capital/CNR by \$25,000, to fund the Town's share of the Impact Analysis of Next Generation Connecticut Initiative.*

*Move, effective November 24, 2014, to amend the Capital Non-recurring Fund and the Capital Improvement Program Fund budgets to establish the Impact Analysis of Next Generation Connecticut Initiative for \$100,000, to be funded by \$25,000 from the Town and \$75,000 from the University of Connecticut.*

**Attachments**

- 1) Proposed Agreement between the Town of Mansfield and the University of Connecticut
- 2) Econsult Response to RFP: Impact Analysis of NextGenCT

**AGREEMENT**  
**Town of Mansfield**  
**and**  
**University of Connecticut**

**THIS AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014, by and between the TOWN OF MANSFIELD, a municipal corporation ("Mansfield"), and THE UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education ("UConn"). Mansfield and UCONN are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

**WHEREAS**, Mansfield and UConn mutually wish to ensure the orderly preparation and completion of the *Impact Analysis of the Next Generation Connecticut Initiative* (hereinafter referred to as the "Project"); and

**WHEREAS**, the Parties have agreed upon a scope of services for the Project, which is attached hereto as Exhibit A and incorporated herein; and

**WHEREAS**, Mansfield will coordinate the execution of the Project in accordance with its Purchasing Ordinance and other applicable procedures, and in full collaboration with UCONN; and

**WHEREAS**, Mansfield will retain a consultant to complete the Project; and

**WHEREAS**, UConn intends to make a financial contribution to the Project in exchange for its participation in the Project and its rights to use the data and economic and fiscal impact models produced by the Project; and

**WHEREAS**, the Parties wish to memorialize in this Agreement their respective contributions to the Project.

**NOW THEREFORE**, for the promises and considerations set forth herein, Mansfield and UConn do hereby agree as follows:

1. **Purpose; Term, Amendment and Termination.**

- (a) The purpose of this Agreement is to set forth the obligations of the Parties hereto.
- (b) The term of this Agreement shall commence on the date upon which this Agreement is approved as to form by the Office of the Attorney General. Unless extended by mutual agreement of the Parties, the Parties' obligations under Paragraphs 2 and 3 of this Agreement shall terminate upon completion

of the Project, which date is anticipated to be not later than June 30, 2015, in accordance with the proposed Project schedule set forth in Exhibit B.

- (c) The termination date may be amended by mutual written assent of the Parties and approval as to form by the Office of the Attorney General.

2. **Mansfield Agrees To:**

- (a) Select, in accordance with applicable public bidding requirements, and retain, a consultant to complete the Project;
- (b) Process all payments to the retained consultant in a timely manner consistent with the Town's financial policies and procedures. As Mansfield is invoiced by the consultant, Mansfield will bill UCONN for its proportionate share of Project costs;
- (c) Coordinate with and assist the consultant in accordance with the scope of services and schedule outlined in the Project;
- (d) Contribute a sum equivalent to twenty-five percent (25%) (estimated at \$21,500-25,000) of the cost of the Project;
- (e) Administer any applicable federal or state grant funding in compliance with appropriate federal or state regulations.

3. **UConn Agrees To:**

- (a) Coordinate with and assist the consultant in accordance with the scope of services and schedule outlined in the Project;
- (b) Contribute a sum equivalent to seventy-five percent (75%) (estimated at \$64,500-75,000) of the cost of the Project;
- (c) Pay any invoice issued by Mansfield within sixty (60) days of receipt.

4. **Maximum Value.** The maximum amount payable by UConn pursuant to this Agreement is seventy-five thousand dollars (\$75,000).

5. **Delays.** The Parties' respective obligations hereunder (other than the payment of money) are subject to reasonable delays for force majeure. The Parties also acknowledge that the proposed Project schedule set forth in Exhibit B, attached hereto, consists of target dates only and is dependent upon, without limitation, the efforts and contributions (monetary and otherwise) of the Parties.

6. **Default.** If at any time either Party shall default in the performance or observance of any of the terms, covenants, conditions or agreements of this Agreement, and such default shall not be cured within thirty (30) days after delivery of notice thereof from any non-defaulting Party to the defaulting Party (or if such default is capable of cure but not reasonably capable of cure within such thirty (30) day period, if the defaulting Party fails to commence a cure within such thirty (30) day period and diligently and continuously prosecute such cure to completion within a reasonable time period), then the non-defaulting Party shall be entitled to (i) submit such matter to mediation as

provided in Paragraph 9, (ii) terminate this Agreement upon written notice to the other Party, or (iii) pursue such other remedy as may be available at law or in equity; provided, however, that if such default involves an emergency (i.e., the possibility of risk of injury to person or property), or performance of such obligation is necessary to prevent or relieve an emergency, then the notice required to be given hereunder need only be such reasonable notice, if any, as is warranted by the nature of the specific condition involved. Notwithstanding anything to the contrary contained herein, each Party hereby waives consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for claims, disputes, or other matters arising out of or relating to this Agreement.

7. **Compliance with Laws.** To the extent applicable to this Agreement, Mansfield acknowledges and agrees that it shall comply with and be subject to the laws, rules, regulations and executive orders set forth in Exhibit C attached hereto, which Exhibit C is incorporated herein by reference and made an integral part of this Agreement.
8. **Cooperative Effort.** The Parties agree to work cooperatively to accomplish the objectives described in this Agreement.
9. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to seeking other recourse. Mansfield and UConn shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall take place in the Town of Mansfield, Connecticut and shall be administered by a mutually agreeable mediator in accordance with the Commercial Mediation Procedures of the American Arbitration Association ("AAA") in effect on the date of this Agreement; provided, that such mediation is not required to be conducted under the auspices of the AAA unless required by either Party. A request for mediation shall be made in writing, delivered to the other Party to the Agreement. The submission of any claim, dispute or other matter to mediation shall not constitute a waiver of any rights of either Party under applicable law.
10. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
11. **Entire Agreement.** This Agreement, together with the exhibits hereto, constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior discussions and agreements, oral or written, express or implied, relating to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by authorized representatives of the Parties and approved as to form by the Office of the Attorney General. The performance by any Party of its obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by the other Party.

12. **Execution**. This Agreement may be executed in one or more counterparts each of which shall constitute an original but which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile, portable document format (“PDF”) or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The signature of any Party on this Agreement by telecopier, facsimile, PDF or other electronic means is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any telecopier, facsimile or other electronic signature will be re-executed in original form by the Party which executed the telecopier, facsimile, PDF or other electronic signature. No Party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.
13. **Assignment**. This Agreement may not be assigned by either Party without the prior written consent of the other, which consent shall not be unreasonably withheld.
14. **Approval of the Office of Attorney General**. This Agreement shall not be binding on either Party unless and until approved as to form by the Office of the Attorney General.
15. **Notices**. All notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) two (2) calendar days after the date of posting if transmitted by certified mail, return receipt requested, or (c) one (1) business day after pick-up if transmitted by nationally recognized overnight courier service, whichever shall first occur, in each case to the address of the Party set forth below. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the Party and all other persons to whom they are required to be given. Any Party hereto may change its address for purposes hereof by notice given to the other Party in accordance with the provisions of this Paragraph 15.

*If to Mansfield:*

Town of Mansfield  
Town Manager's Office  
Audrey P. Beck Municipal Building  
4 South Eagleville Road  
Mansfield, Connecticut 06268

*If to UConn:*

University of Connecticut  
Office of the Executive Vice President for

Administration & Chief Financial Officer  
352 Mansfield Road, Unit 2048  
Storrs, CT 06269-2048

With a copy to:

University of Connecticut  
Office of the General Counsel  
343 Mansfield Road, Unit 1177  
Storrs, CT 06269-1177

[remainder of page intentionally left blank; signature page follows]

[Signature Page to Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**THE TOWN OF MANSFIELD**

By: \_\_\_\_\_  
Matthew W. Hart  
Town Manager

Date: \_\_\_\_\_

**THE UNIVERSITY OF CONNECTICUT**

By: \_\_\_\_\_  
Interim Vice President for Administration  
and Chief Financial Officer

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Date: \_\_\_\_\_

Associate/Assistant Attorney General

## **EXHIBIT A SCOPE OF SERVICES**

### **WORK PLAN**

The RFP articulates eight requested tasks, and this section of our response expresses our plan for accomplishing these tasks. Please also refer to the "Budget and Timeline" section for more information on the fee and time allocated to each task.

#### **TASK 1 – IMPACTS OF THE UCONN 2000 AND UCONN 21ST CENTURY INITIATIVES**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin), FHI, Ninigret Partners, Stapleton & Associates

As a prelude to understanding potential revenue, service, and cost drivers for NextGenCT, it will be useful to explore those same impacts for two recent initiatives, UCONN 2000 and UCONN 21<sup>st</sup> Century. This first task therefore involves understanding and articulating the economic gains and service burdens generated by the UCONN 2000 and UCONN 21<sup>st</sup> Century initiatives, and will entail the following sub-tasks:

- a. Developing a data and information request list for all items needed to estimate economic benefits and municipal costs related to the initiatives.
- b. Working with the Town and UCONN (through email correspondence, follow-up phone calls, and key person interviews) to obtain all available data points and information in order to generate reasonable proxies in the absence of direct information.
- c. Constructing an economic impact model to translate the direct economic footprint represented by the initiatives into the total expenditure, employment, and labor income supported by them, accounting for typical indirect and induced impacts as calculated through IMPLAN, an industry standard input-output modeling software program.
- d. Constructing a fiscal impact model to translate the total expenditure, employment, and labor income impact of the initiatives into the total local tax revenue generation produced by it, including income taxes, business taxes, and property taxes.
- e. Constructing a service impact model to identify municipal expenditure categories affected by the initiatives and to generate marginal cost estimates associated with the initiatives.
- f. Generating a write-up that summarizes the economic, fiscal, and service impacts of the initiatives and that comments on the extent to which they were net positive or net negative for the Town.

#### **TASK 2 – ECONOMIC BENEFITS FROM NEXTGENCT**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin)

Increased activity levels from NextGenCT will generate various commercial benefits to the Town. This task involves expressing the potential positive economic and fiscal impacts of the NextGenCT initiative on the Town, and will entail the following sub-tasks:

- a. Describing NextGenCT in terms of the net new economic activity it will represent within the Town.
- b. Translating this composition and scale of net new economic activity into a commensurate amount of net new expenditures that will take place within the Town.
- c. Using the economic impact model mentioned in Task 1 to model the total economic impact of these net new expenditures, in terms of the total expenditure, employment, and labor income supported by them.
- d. Using the fiscal impact model mentioned in Task 1 to generate an estimate of the local tax revenue impacts from these net new expenditures.
- e. Generating economic and fiscal impact estimates at the regional and state levels.
- f. Generating a write-up that summarizes the economic and fiscal impacts of NextGenCT and that comments on how these amounts relate to current economic and fiscal levels within the Town.

### **TASK 3 – INTERGOVERNMENTAL REVENUE IMPACTS**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin), Ninigret Partners

Increased activity levels from NextGenCT will also have an effect on the Town's various intergovernmental revenue streams. This task involves projecting the impact of NextGenCT in these revenue categories, and will entail the following sub-tasks:

- a. Deconstructing current payments in lieu of taxes (PILOTs), school funding formulas, and other state aid sources so that the component drivers and inputs (e.g. enrollment, new capital investment) used to generate revenue amounts can be better understood.
- b. Combining these revenue calculation models with new assumptions about activity levels associated with NextGenCT to arrive at estimates of its intergovernmental revenue impacts, and of how sensitive those estimates are to different assumptions and inputs.
- c. Generating a write-up that summarizes these revenue impacts and that comments on how they relate to current revenue levels.

### **TASK 4 – SERVICE, INFRASTRUCTURE IMPACTS**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin), FHI, Stapleton & Associates

Increased activity levels from NextGenCT may also impose new service and infrastructure burdens upon the Town. This task involves determining these potential incremental service and infrastructure burdens, and will entail the following sub-tasks:

- a. Deconstructing the Town's current operating expenditure budget so that the component drivers and inputs (e.g. population, activity levels) that drive expenditure levels can be better understood.
- b. Exploring particular expenditure categories of interest due to their relatively variable nature (e.g. correlated with population and activity levels), such as public safety, education, infrastructure, and human services.
- c. Using these expenditure calculation models to determine per capita costs as well as different tiers of marginal costs (e.g. some expenditures will relate linearly to inputs up to a point, after which some significant one-time expenditure increase may be triggered). This sub-task will require some interviews with Town employees to understand how close existing employees, departments, and infrastructure are presently operating at full capacity.
- d. Connecting components of NextGenCT to various expenditure categories in order to understand what NextGenCT will mean in terms of net new service and infrastructure needs. To the extent that increased activity levels necessitate additional infrastructure investment, this sub-task may entail some limited peer review level involvement by a civil engineer, and this possibility has been accounted for in decisions regarding team composition and project fee.
- e. Using these marginal cost estimates and information on NextGenCT to generate an estimate of the service and infrastructure impacts associated with NextGenCT, and to determine how sensitive these impacts are to different assumptions and inputs.
- f. Generating a write-up that summarizes these service and infrastructure impacts and that comments on how these impacts compare to the projected revenue gains from NextGenCT.

#### **TASK 5 – PARTNERSHIP, SHARED SERVICE OPPORTUNITIES**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Spalding), Stapleton & Associates

This task involves a high-level exploration of current partnership areas, shared service arrangements of potential partnership areas, and shared service arrangements that can be entered into upon the arrival of NextGenCT, and will entail the following sub-tasks:

- a. Inventorying existing partnership areas, shared service arrangements, and creating a classification framework to describe where there is collaboration and why.
- b. Raising potential partnership areas and shared service arrangements that could be explored upon the arrival of NextGenCT, such as public safety, infrastructure, community development, and evaluating their feasibility and attractiveness within the aforementioned classification framework.
- c. Connecting this exploration of new activity associated with NextGenCT to broader planning and economic development efforts (e.g. UCONN Technology Park, Mansfield Downtown)

This task involves convening four presentations to the Town and UCONN, other key stakeholders, and the general public, and will entail the following sub-tasks:

- a. Determining the overall aims and general dates of each of the four presentations.
- b. Preparing agendas, content, and handouts for each presentation.
- c. Working with the Town and UCONN to make administrative, communicative, and information preparations for each presentation.
- d. Attending and leading each presentation.
- e. Debriefing (internally as well as with the Town and UCONN) each presentation to draw out lessons learned and to adjust future plans and efforts.
- f. Following up with presentation attendees to thank them for their attendance and participation, to provide any follow-up information, and to update them on next steps.

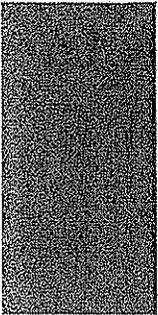
While finalization of meeting dates and attendees has yet to be finalized, the list below represents a preliminary strategy for public presentation and engagement:

- March 9 and 10, 2015 – In concert with the completion and submission of an initial draft report, the Econsult Solutions team will make a first public presentation on March 9 at the regularly scheduled semi-monthly Town Council meeting. The purpose of this presentation will be to introduce the subject matter and related issues, present initial findings, and create venues for receiving feedback. The next day, the Econsult Solutions team will meet with representatives of the Town and UCONN on March 10 during the regularly scheduled monthly Town/UCONN meeting. The purpose of this presentation will be to review preliminary findings, seek initial feedback, and debrief from the public presentation.
- May 11 and 12, 2015 – In advance of the completion and submission of the final report, the Econsult Solutions team will make a second public presentation on May 11 at the regularly scheduled semi-monthly Town Council meeting. The purpose of this presentation will be to restate the feedback from the first public presentation, describe how the resulting adjustments contributed to final findings, and express the effects of these findings to Town/UCONN relations moving forward. The next day, the Econsult Solutions team will have a working meeting with representatives of the Town and UCONN on May 12 to transition efforts from analysis and findings to implications and next steps.



## EXHIBIT C

1. Claims Against the State. Mansfield agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or UConn arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Mansfield further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
  
2. State Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At Mansfield's request, UConn shall provide a copy of these orders to Mansfield. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
  
3. Sovereign Immunity. The Parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or UConn of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement.
  
4. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide UConn with authority to enter into contracts in the pursuit of its mission.
  
5. Inconsistency. The Parties agree that should any provision of this Exhibit C conflict with a provision of the Agreement, the provision of this Exhibit C shall prevail.
  
6. Insurance. Mansfield agrees that while performing all services specified in this Agreement, its contractors will carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance will be filed with University prior to the performance of such services.



RESPONSE TO REQUEST FOR  
PROPOSAL:  
IMPACT ANALYSIS OF NEXT  
GENERATION CONNECTICUT  
INITIATIVE



July 18, 2014

PROPOSAL SUBMITTED VIA EMAIL TO:

Matthew W. Hart  
Town Manager  
Town of Mansfield  
4 South Eagleville Road  
Mansfield, CT 06268-2599  
TownMngr@mansfieldct.org

PROPOSAL SUBMITTED VIA EMAIL BY:

Econsult Solutions, Inc.  
1435 Walnut Street, Suite 300  
Philadelphia, PA 19102

Econsult Solutions | 1435 Walnut Street, Ste. 300 | Philadelphia, PA 19102  
215-717-2777 | [econsultsolutions.com](http://econsultsolutions.com)



July 18, 2014

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

Dear Mr. Hart:

On behalf of Econsult Solutions, Inc., Fitzgerald & Halliday, Inc. (FHI), Ninigret Partners, and Ken Stapleton & Associates (collectively, the Econsult Solutions team), I am pleased to submit this response to the Town of Mansfield's Request for Proposals (RFP) to conduct an Impact Analysis of the University of Connecticut's (UCONN) Next Generation Connecticut Initiative (NextGenCT).

We have assembled a best-in-class team that looks forward to working with you to express the potential revenue, cost, service, and partnership impacts of NextGenCT on the Town, and to best prepare the Town to address those impacts in concert with UCONN and other key stakeholders. We appreciated the opportunity to interview with you and other representatives of the Town and UCONN last month, and have enjoyed putting this RFP response together to think through the important issues that you have raised.

I have enclosed all necessary items in this response for your review. Please advise if you have any questions or requests. I look forward to further correspondence with you and I thank you in advance for your consideration.

Best regards,



Lee Huang  
Senior Vice President and Principal  
Econsult Solutions, Inc.

## 1.0 TABLE OF CONTENTS

1.0 Work Plan.....

2.0 Budget and Timeline.....

3.0 Team Composition.....

Appendices.....



## 1.0 WORK PLAN

The RFP articulates eight requested tasks, and this section of our response expresses our plan for accomplishing these tasks. Please also refer to the "Budget and Timeline" section for more information on the fee and time allocated to each task.

### **TASK 1 – IMPACTS OF THE UCONN 2000 AND UCONN 21ST CENTURY INITIATIVES**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin), FHI, Ninigret Partners, Stapleton & Associates

As a prelude to understanding potential revenue, service, and cost drivers for NextGenCT, it will be useful to explore those same impacts for two recent initiatives, UCONN 2000 and UCONN 21<sup>st</sup> Century. This first task therefore involves understanding and articulating the economic gains and service burdens generated by the UCONN 2000 and UCONN 21<sup>st</sup> Century initiatives, and will entail the following sub-tasks:

- a. Developing a data and information request list for all items needed to estimate economic benefits and municipal costs related to the initiatives.
- b. Working with the Town and UCONN (through email correspondence, follow-up phone calls, and key person interviews) to obtain all available data points and information in order to generate reasonable proxies in the absence of direct information.
- c. Constructing an economic impact model to translate the direct economic footprint represented by the initiatives into the total expenditure, employment, and labor income supported by them, accounting for typical indirect and induced impacts as calculated through IMPLAN, an industry standard input-output modeling software program.
- d. Constructing a fiscal impact model to translate the total expenditure, employment, and labor income impact of the initiatives into the total local tax revenue generation produced by it, including income taxes, business taxes, and property taxes.
- e. Constructing a service impact model to identify municipal expenditure categories affected by the initiatives and to generate marginal cost estimates associated with the initiatives.
- f. Generating a write-up that summarizes the economic, fiscal, and service impacts of the initiatives and that comments on the extent to which they were net positive or net negative for the Town.

## **TASK 2 – ECONOMIC BENEFITS FROM NEXTGENCT**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin)

Increased activity levels from NextGenCT will generate various commercial benefits to the Town. This task involves expressing the potential positive economic and fiscal impacts of the NextGenCT initiative on the Town, and will entail the following sub-tasks:

- a. Describing NextGenCT in terms of the net new economic activity it will represent within the Town.
- b. Translating this composition and scale of net new economic activity into a commensurate amount of net new expenditures that will take place within the Town.
- c. Using the economic impact model mentioned in Task 1 to model the total economic impact of these net new expenditures, in terms of the total expenditure, employment, and labor income supported by them.
- d. Using the fiscal impact model mentioned in Task 1 to generate an estimate of the local tax revenue impacts from these net new expenditures.
- e. Generating economic and fiscal impact estimates at the regional and state levels.
- f. Generating a write-up that summarizes the economic and fiscal impacts of NextGenCT and that comments on how these amounts relate to current economic and fiscal levels within the Town.

## **TASK 3 – INTERGOVERNMENTAL REVENUE IMPACTS**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin), Ninigret Partners

Increased activity levels from NextGenCT will also have an effect on the Town's various intergovernmental revenue streams. This task involves projecting the impact of NextGenCT in these revenue categories, and will entail the following sub-tasks:

- a. Deconstructing current payments in lieu of taxes (PILOTs), school funding formulas, and other state aid sources so that the component drivers and inputs (e.g. enrollment, new capital investment) used to generate revenue amounts can be better understood.
- b. Combining these revenue calculation models with new assumptions about activity levels associated with NextGenCT to arrive at estimates of its intergovernmental revenue impacts, and of how sensitive those estimates are to different assumptions and inputs.
- c. Generating a write-up that summarizes these revenue impacts and that comments on how they relate to current revenue levels.

#### **TASK 4 – SERVICE, INFRASTRUCTURE IMPACTS**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin), FHI, Stapleton & Associates

Increased activity levels from NextGenCT may also impose new service and infrastructure burdens upon the Town. This task involves determining these potential incremental service and infrastructure burdens, and will entail the following sub-tasks:

- a. Deconstructing the Town's current operating expenditure budget so that the component drivers and inputs (e.g. population, activity levels) that drive expenditure levels can be better understood.
- b. Exploring particular expenditure categories of interest due to their relatively variable nature (e.g. correlated with population and activity levels), such as public safety, education, infrastructure, and human services.
- c. Using these expenditure calculation models to determine per capita costs as well as different tiers of marginal costs (e.g. some expenditures will relate linearly to inputs up to a point, after which some significant one-time expenditure increase may be triggered). This sub-task will require some interviews with Town employees to understand how close existing employees, departments, and infrastructure are presently operating at full capacity.
- d. Connecting components of NextGenCT to various expenditure categories in order to understand what NextGenCT will mean in terms of net new service and infrastructure needs. To the extent that increased activity levels necessitate additional infrastructure investment, this sub-task may entail some limited peer review level involvement by a civil engineer, and this possibility has been accounted for in decisions regarding team composition and project fee.
- e. Using these marginal cost estimates and information on NextGenCT to generate an estimate of the service and infrastructure impacts associated with NextGenCT, and to determine how sensitive these impacts are to different assumptions and inputs.
- f. Generating a write-up that summarizes these service and infrastructure impacts and that comments on how these impacts compare to the projected revenue gains from NextGenCT.

#### **TASK 5 – PARTNERSHIP, SHARED SERVICE OPPORTUNITIES**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Spalding), Stapleton & Associates

This task involves a high-level exploration of current partnership areas, shared service arrangements of potential partnership areas, and shared service arrangements that can be entered into upon the arrival of NextGenCT, and will entail the following sub-tasks:

- a. Inventorying existing partnership areas, shared service arrangements, and creating a classification framework to describe where there is collaboration and why.
- b. Raising potential partnership areas and shared service arrangements that could be explored upon the arrival of NextGenCT, such as public safety, infrastructure, community development, and evaluating their feasibility and attractiveness within the aforementioned classification framework.
- c. Connecting this exploration of new activity associated with NextGenCT to broader planning and economic development efforts (e.g. UCONN Technology Park, Mansfield Downtown Partnership) in order to maximize the mutual gain to the Town and UCONN from collaborative work.
- d. Generating a write-up that highlights areas where collaboration makes sense and that describe current and potential opportunities that fit those areas.



## **TASK 6 – BUDGET MODELS**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Reed)

This task involves producing working revenue and expenditure models that can be used by the Town ongoing to generate scenarios and estimates to inform planning and budgeting efforts, and will entail the following sub-tasks:

- a. Synthesizing the revenue and expenditure modeling work from previous tasks into a single unified model framework for informing planning and budgeting efforts. This sub-

task will benefit from the inclusion of some benchmarking work from other localities to further solidify assumptions and correlations.

- b. Constructing a user-friendly spreadsheet that includes all relevant inputs and outputs that can be manipulated by lay users within the Town for planning and budgeting purposes.
- c. Generating a write-up that describes the budget model's purpose and structure and that details its step-by-step use by lay users.

### **TASK 7 – DRAFT, FINAL REPORTS**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin, Reed, Spalding), FHI, Ninigret Partners, Stapleton & Associates

This task involves consolidating all task work into a single report that can serve as both an internal reference guide and external communications tool, and will entail the following sub-tasks:

- a. Developing an initial report outline to be approved by the Town and UCONN.
- b. Developing a full draft report for review by the Town and UCONN.
- c. Developing a full final report, including an executive summary, for submission to the Town and UCONN.



### **TASK 8 – CLIENT/STAKEHOLDER/PUBLIC PRESENTATIONS**

Task Leader: Lee Huang, Econsult Solutions

Task Participants: Econsult Solutions (Miles, Mullin, Reed, Spalding), FHI, Ninigret Partners, Stapleton & Associates

This task involves convening four presentations to the Town and UCONN, other key stakeholders, and the general public, and will entail the following sub-tasks:

- a. Determining the overall aims and general dates of each of the four presentations.
- b. Preparing agendas, content, and handouts for each presentation.
- c. Working with the Town and UCONN to make administrative, communicative, and information preparations for each presentation.
- d. Attending and leading each presentation.
- e. Debriefing (internally as well as with the Town and UCONN) each presentation to draw out lessons learned and to adjust future plans and efforts.
- f. Following up with presentation attendees to thank them for their attendance and participation, to provide any follow-up information, and to update them on next steps.

While finalization of meeting dates and attendees has yet to be finalized, the list below represents a preliminary strategy for public presentation and engagement:

- November 10 and 11, 2014 – In concert with the completion and submission of an initial draft report, the Econsult Solutions team will make a first public presentation on November 10 at the regularly scheduled semi-monthly Town Council meeting. The purpose of this presentation will be to introduce the subject matter and related issues, present initial findings, and create venues for receiving feedback. The next day, the Econsult Solutions team will meet with representatives of the Town and UCONN on November 11 during the regularly scheduled monthly Town/UCONN meeting. The purpose of this presentation will be to review preliminary findings, seek initial feedback, and debrief from the public presentation.
- January 12 and 13, 2015 – In advance of the completion and submission of the final report, the Econsult Solutions team will make a second public presentation on January 12 at the regularly scheduled semi-monthly Town Council meeting. The purpose of this presentation will be to restate the feedback from the first public presentation, describe how the resulting adjustments contributed to final findings, and express the effects of these findings to Town/UCONN relations moving forward. The next day, the Econsult Solutions team will have a working meeting with representatives of the Town and UCONN on January 13 to transition efforts from analysis and findings to implications and next steps.

## 2.0 BUDGET AND TIMELINE

We propose a professional fee not to exceed \$94,640. This amount is inclusive of all customary reimbursable expenditures, such as data purchase, reprographics, and travel, which are estimated to represent less than 5 percent of the fee amount. See the budget summary below for more information.

Per the guidance in the RFP, we attend to complete all tasks by no later than the end of January 2015, assuming a late August 2014 start date. We have slotted in a number of intermediate points at which deliverables will be submitted. See the timeline summary below and a detailed timeline in the appendix for more information.

**Table 1 – Budget Summary**

#	Task	Total	Labor	Other
1	Impacts from UCGNN 2000 / 21st Century	\$18,000	\$18,000	
2	Economic/Fiscal Benefits from NextGenCT	\$13,840	\$12,000	\$1,840
3	Intergovernmental Revenue Impact	\$12,000	\$12,000	
4	Service/Infrastructure Impacts	\$14,000	\$14,000	
5	Partnership, Shared Service Opportunities	\$6,000	\$6,000	
6	Budget Models	\$12,000	\$12,000	
7	Draft Report, Final Report	\$8,400	\$8,000	\$400
8	Client/Stakeholder/Public Presentations (4)	\$10,400	\$8,000	\$2,400
	<b>Total Fee</b>	<b>\$94,640</b>	<b>\$90,000</b>	<b>\$4,640</b>

**Table 2 – Timeline Summary (• denotes deliverable)**

#	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
1						•																
2								•														
3								•														
4										•												
5										•												
6										•												
7											•											
8											•										•	

### 3.0 TEAM COMPOSITION

After careful review of the scope of the assignment as described in the RFP, we have assembled a best-in-class team that marshals a diversity of necessary perspectives and relevant experiences. Together, the Econsult Solutions team represents a significant amount of expertise working in the State of Connecticut, advising on issues related to UCONN's intersection with local neighborhoods, exploring the relationship between anchor institutions and the communities that host them, and engaging a range of stakeholders into the process of identifying issues and reaching solutions. Individual members of the Econsult Solutions team have in-depth experience working together to produce analyses and solutions on these matters, and have been brought together for this RFP response to bring this expertise and experience together in order to assist the needs of the Town.

The organizational chart below describes the way in which the Econsult Solutions team is constructed to address the tasks requested in the RFP. See the appendix for full resumes for all key professional staff who have been assigned to this effort. Note that in response to scope changes between the RFP and the Town's Request for Qualifications, Dorgan Architecture and Planning, which was part of the Econsult Solutions team's RFQ response, is no longer part of the Econsult Solutions team.

**Table 3 – Organizational Chart**

Lead Firm	Econsult Solutions, Inc. (Principal: Huang)			
Sub-Contractors	Econsult Solutions, Inc.	Fitzgerald & Halliday, Inc.	Ninigret Partners	Ken Stapleton & Associates
1. Impacts from UCONN 2000 / 21st Century	Miles, Mullin	Livingston, Barrett, Gould, Morehouse	Hively	Stapleton
2. Economic/Fiscal Benefits from NextGenCT	Miles, Mullin			
3. Intergovernmental Revenue Impact	Miles, Mullin		Hively	
4. Service/Infrastructure Impacts	Miles, Mullin	Livingston, Barrett, Gould, Morehouse		Stapleton
5. Partnership, Shared Service Opportunities	Spalding			Stapleton
6. Budget Models	Reed			
7. Draft Report, Final Report	All	All	All	All
8. Client/Stakeholder/Public Presentations (4)	All	All	All	All

## APPENDIX 1 – RESUMES

- Lee Huang, MGA – Principal in Charge
- Daniel Miles, PhD – Project Director
- Stephen P. Mullin, MA – Senior Economic Development Specialist
- Dianne E. Reed, PhD – Senior Advisor for Municipal Budgeting
- Steven Spalding – Research Park & Technology Commercialization Specialist
- Kenneth M. Livingston, AICP
- Jill Barrett
- Carol Gould, AICP
- Michael L. Morehouse, PE
- Kevin Hively
- Kenneth Stapleton



economics | policy | strategy

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## Lee Huang, MGA Senior Vice President and Principal

Lee Huang is Senior Vice President & Principal of Econsult Solutions, Inc. With an undergraduate degree from the Wharton School and a master's degree from the Fels School of Government of the University of Pennsylvania, Lee provides an excellent perspective for public, private, and non-profit clients. Lee is a key member of the Econsult consulting team, and has been responsible for leading projects examining commercial corridors, affordable housing, neighborhood change, transportation financing, MWBE procurement, real estate development, economic development, tax policy, economic and fiscal impact, transit-oriented development, financial modeling, tax increment financing, waterfront development, discrimination in lending practices, higher education, workforce development, technology, historic preservation, and recreational amenities.



From 1995 to 2005, Lee was employed at The Enterprise Center, an entrepreneurial center in West Philadelphia where he acquired extensive experience in day to day management as well as strategic decision making. He most recently served as Executive Vice President, where he was responsible for all programs and operations, and helped manage fifty staff and interns and a \$1.2 million budget. He was also Founder of The Enterprise Center's YES (Youth + Entrepreneurship = Success) Program and Director of Cities Beyond, The Enterprise Center's consulting department.

In 2006, Lee earned his Masters of Public Administration at the University of Pennsylvania's Fels Institute of Government, where he also received certificates in Public Finance and in Economic Development and Growth. Lee received his Bachelor of Science degree in Economics in 1995 from the Wharton School of Business at the University of Pennsylvania, with a dual concentration in Accounting and Management.

Lee lives with his wife Amy and their daughter Jada and son Aaron in West Philadelphia, and is an active member and former elder of Woodland Presbyterian Church. He currently serves on the board of The Spruce Hill Community Association, and teaches a course at the Fels Institute of Government.

**EDUCATION**

BA in Economics, Accounting and Management  
University of Pennsylvania  
The Wharton School

Masters in Government Administration  
Public Finance, Economic Development and Growth  
University of Pennsylvania

**AREAS OF EXPERTISE**

Economic Development  
Real Estate Development  
Tax Policy  
Transportation Financing  
Historic Preservation  
Non-Profit Management

**CONTACT INFORMATION:**  
Lee Huang: huang@econsultsolutions.com  
215-717-2777  
econsultsolutions.com

## Daniel Miles, PhD Director

Daniel Miles, PhD, is a Director at Econsult Solutions, Inc (ESI). At ESI, Dr. Miles leads economic analysis projects across a variety of sectors and industries. Prior to joining ESI, Dr. Miles was a Senior Economist in the New York office of Oxford Economics where he led a multinational team of economists based in New York, Belfast and London. His projects included estimating the economic impacts of laser fusion energy and the size and impacts of the Longevity Economy, analyzing the public/private partnership (PPP) policies of several Asian countries and developing a cigarette market and excise tax forecasting model of the Philippines. At Oxford Economics Daniel also worked closely with the Thought Leadership team where he was the lead economist on a wide range of projects, including estimating the economic impacts of mobility, data analytics and transformations in the manufacturing sector.

From 2008 to 2011, Daniel was an Associate at Econsult Corporation. During his time at the firm, Daniel contributed to a number of studies, including evaluating the financial feasibility and economic impact of using tolls to finance transportation infrastructure improvements, the preparation of an economic development plan for an older industrial city, estimating the economic value of permanently preserved open space, modeling the impact of changes in Philadelphia's business tax system, and estimating the economic impact of changes in stormwater billing methods of a major US city.

In 2011, Dr. Miles received his Ph.D. in Policy with a concentration in Economics from the University of Maryland, Baltimore County (UMBC) where his dissertation was focused in the area of land use economics. At UMBC, Daniel was supported by a prestigious National Science Foundation (NSF) IGERT Fellowship through the Center for Urban Environmental Research and Education (CUERE). Dr. Miles also received his Masters in Public Policy in Environmental Policy and a Certificate in Ecological Economics from the University of Maryland School Of Public Policy. Daniel earned his Bachelors in Political Science and Economics with honors from the University of Scranton.



### EDUCATION

BS in Political Science & Economics  
University of Scranton

Masters in Public Policy in Environmental Policy  
University of Maryland

PhD in Public Policy  
University of Maryland  
Baltimore County

### AREAS OF EXPERTISE

Economics  
Policy Analysis  
Economic Development  
Spatial Analysis  
Statistics

### CONTACT INFORMATION:

Daniel Miles, miles@econsultsolutions.com  
215-717-2777  
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economics | policy | strategy

1435 Walnut Street, Ste. 300  
Philadelphia, PA 19102  
215-717-2777  
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## Stephen P. Mullin, MA President and Principal

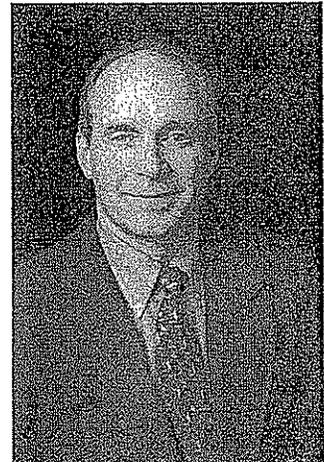
Stephen P. Mullin is President of Econsult Solutions, Inc., an economic consulting firm based in Philadelphia. His consulting practice concentrates on state and local public finance and policy analysis, tax policy analysis, economic and real estate development and impact analyses, and business-government strategies.

Mr. Mullin served from 1993-2000 as Philadelphia's Director of Commerce, chairing the Mayor's Economic Development Cabinet and coordinating activities of the City's development agencies and the Division of Aviation. He served on many governmental boards and commissions, including the City Planning Commission and Philadelphia Industrial and Commercial Development Corporations, the Convention and Visitors Bureau, the Historic Commission, the Port of Philadelphia and Camden and the Penn's Landing Development Corporation. Mr. Mullin also served as Philadelphia's Director of Finance from 1992-93.

Mr. Mullin is active in Philadelphia corporate and civic activities. He currently serves as an independent trustee of the Optimum Fund Trust Mutual Fund, a Director of NASDAQ OMX Futures Exchange, and on the advisory boards of Haverford Trust Company and the Arden Real Estate Fund I. He co-Chairs the Urban Issues Forum for ULI and is the Regional Director for the Harvard Alumni Association. He also serves on the boards of the Independence Visitor Center Corporation, the Community College of Philadelphia Foundation, the Library Company of Philadelphia and the Philadelphia History Museum. He also serves on the Preservation Alliance Advocacy Committee, the Editorial Board of the AIA's journal *Context*, the Philadelphia Sports Congress, and the Philadelphia World Trade Center Advisory Council

Mr. Mullin is a 1973 *cum laude* graduate of Phillips Exeter Academy, a 1977 *magna cum laude* in Economics graduate of Harvard University, and he earned an M.A. in Economics from the University of Pennsylvania in 1982. He has taught economics and public finance courses at Drexel University, Penn's Fels School, Wharton and City Planning Department, Bryn Mawr College, Widener University, Temple University, Philadelphia University and Peirce College. He has authored articles, delivered numerous speeches, is frequently interviewed in print and television media, and participates in many seminars and panels discussing local government policy, economic and real estate development, environmental issues, education, and airport impacts. He was voted one of Philadelphia's 101 most connected people in 2007.

Mr. Mullin is a member of the Union League and the Philadelphia Club, the Athenaeum of Philadelphia and the Wissahickon Skating Club. Mr. Mullin lives with his wife Janet in the Spring Garden district of Philadelphia.



### EDUCATION

AB in Economics  
Harvard University

MA in Economics  
University of Pennsylvania

### AREAS OF EXPERTISE

State and Local Public  
Finance and Policy Analysis  
Taxation Policy Analysis  
Economic Development  
Real Estate Development  
Economic Development  
Business/Government  
Strategies

### CONTACT INFORMATION:

Stephen P. Mullin, mullin@econsultsolutions.com  
215-717-2777  
econsultsolutions.com

## Dianne E. Reed, PhD

### Senior Advisor

Dr. Dianne Reed is Senior Advisor at Econsult Solutions. Dr. Reed is the Principal and Practice Leader of reed|group LLC, a Public Sector Management Consulting firm. The firm specializes in providing strategic planning, alliance exploration, and business process analysis for government, K-12, and higher education institutions. In addition, her background includes activity-based costing, business plan/start-up implementation plan, outsourcing/alternatives analysis, policies and procedures manuals, project management, responsibility-center budgeting, strategic budgeting.



With over 25 years of experience in the public sector, Dr. Reed brings considerable tested knowledge to the firm. She spent eight years as a senior manager at KPMG, fifteen years as the executive director of three widely different nonprofits—a policy research organization, an employers' association, and a social service agency. For six years, she worked with the City of Philadelphia, with more than three years as the Budget Director. Her educational experience includes serving as an assistant professor at Temple University, a Mellon Fellow, and executive assistant to a center director.

Her current affiliations include the Advisory Board of the Pennsylvania Budget and Policy Center and the Safety and Engagement Committee of the School District of Philadelphia.

Dr. Reed earned her Masters of Government Administration from the Fels Center of Government, University of Pennsylvania and her Ph.D. from Stanford University.

#### EDUCATION

Masters in Government  
Administration  
Fels Center of Government  
University of Pennsylvania

Ph.D.  
Stanford University

#### PRACTICE AREAS

Project Management  
Strategic Planning  
Public Policy

## Steven Spalding, MCRP Senior Advisor

Mr. Steven Spalding is a Senior Advisor for Econsult Solutions, Inc. and Principal of Point A Consulting. His practice focuses on technology-based economic development initiatives designed to strengthen and promote the knowledge economy assets of client communities. Spalding's forte is integrating assessment of market opportunities with physical development strategies, to achieve place-based solutions as catalysts for growing regional innovation eco-systems.

His 30 years of experience includes leadership roles with research parks and technology incubators, as well as community-wide strategic planning initiatives. Since founding Point A Consulting in 2007 he has undertaken engagements related to strategic plans for innovation and technology-based economic development across the country, in partnership with leading urban design, technology commercialization and strategy consultancies.

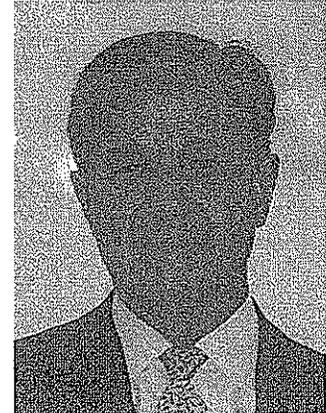
Mr. Spalding began his professional career Philadelphia, where at PIDC he helped produce The City of Philadelphia: An Urban Strategy, a strategic plan to coordinate the community's federally-funded investments. He also managed major federal grant efforts and a military base closing initiative. Earlier, at the City Planning Commission, he conducted studies on revitalization of older industrial areas that led to policies to retain and attract companies in the inner city.

From 1997 to 2007, Mr. Spalding was President & CEO of the Louisville Medical Center Development Corporation (LMCDC – now known as NUCLEUS). Spalding oversaw initial development of a five city-block life science research park — including 180,000 square feet of laboratory, medical manufacturing and office space, and a 50,000-square-foot incubator facility. He secured over \$16 million in government and foundation grants to jumpstart the park and incubator initiatives.

Mr. Spalding also founded LMCDC's business accelerator — MetaCyte Business Lab LLC — which provides hands-on management services to research faculty, clinicians and entrepreneurs seeking to build health science start-up companies.

Mr. Spalding worked as staff director of the Louisville Chamber of Commerce for two regionally-oriented "visioning plans" that put the community on a new economic development pathway. Spalding also was deeply involved in the launch of the first update to the County's comprehensive land use plan in over 30 years, including an in-depth examination of capital infrastructure planning and investment strategies. Spalding also served as Vice President at Louisville Central Area, Inc., where he led the effort to establish a downtown Business Improvement District, and directed economic forecasting studies for the 1992 Louisville Downtown Master Plan.

He obtained a Masters in City Planning from the University of Pennsylvania, and a B.A. from Antioch College. Spalding, who speaks conversational French, is a native of Louisville, Kentucky.



### EDUCATION

BA in Geography & Urban  
Studies  
Antioch University

Masters of City Planning, City  
and Regional Planning  
University of Pennsylvania

### AREAS OF EXPERTISE

Economic Development,  
Strategic Planning,  
Public Policy



# FITZGERALD & HALLIDAY, INC.

INNOVATIVE PLANNING, BETTER COMMUNITIES

## Kenneth M. Livingston AICP

Vice President

Mr. Livingston's expertise is focused in the area of multi-modal transportation planning, bicycle and pedestrian planning, and public involvement. Additionally Ken specialized in incorporating innovative technological applications to the planning profession. His experience includes a wide variety of projects such as: statewide and regional pedestrian and bicycle plans, safe routes to school efforts, intermodal transportation centers, transit studies, comprehensive land use and master plans, and large-scale corridor. Mr. Livingston is also on the board of Bike Walk Connecticut, a statewide bicycle and pedestrian advocacy non-profit and the West Hartford (CT) Bicycle Advisory Committee.

### EDUCATION

Masters in Environmental  
Policy,  
State University of New York  
College of Environmental  
Sciences and Forestry

### PRACTICE AREAS

Land Use Planning,  
Transportation Planning,  
Urban Planning,  
Environmental Planning



Fitzgerald & Halliday, Inc.  
*Innovative Planning – Better Communities*



## Jill Barrett Principal Planner

Ms. Barrett has over 30 years of experience in community organizing, public open space advocacy, public involvement program development, and project management. The breadth of Ms. Barrett's experience includes: spearheading an urban greening organization; leading community efforts to preserve open space through land acquisition, park planning and recreational development; managing public education and participation activities for large-scale remediation projects; developing public outreach programs for every mode of transportation and contributing to numerous urban improvement activities, including the development of a corridor plan for her Hartford neighborhood.

### PRACTICE AREAS

Land Use Planning  
Project Management  
Program Development





# CAROL GOULD, AICP



SENIOR PROJECT MANAGER | ASSOCIATE

## OVERVIEW

Ms. Gould is key Senior Project Manager at Fitzgerald & Halliday Inc. (FHI). Her 20 years' experience at FHI has been focused in the area of community planning including livable communities, transportation/land use connections, zoning, public involvement, parking, and access management. Ms. Gould specializes in integrated planning for land use in transportation corridor studies. She has applied her planning and technical skills to a wide variety of projects throughout her career including numerous village/neighborhood plans, corridor studies, smart growth planning projects, municipal plans of development, access management studies, parking studies, downtown planning studies, and community impact assessments for environmental documentation. Ms. Gould has also provided expert testimony for municipalities, citizen groups, and developers on the interpretation and application of land use regulations vis-à-vis development proposals to local planning and zoning commissions.

## TRANSPORTATION AND LAND USE CONNECTIONS

Ms. Gould has been working on corridor and downtown/village center studies for the past ten plus years with an integrated approach to planning for land use in concert with the transportation system and vice versa. She has managed numerous studies that resulted in detailed implementation programs for both enhancements to the transportation system and managing the future form and character of land development. Carol has developed a variety of contemporary land use concept plans as well as parking and access management plans for corridors, villages, and neighborhoods in Connecticut including in Brookfield, Litchfield, Bolton, and Ridgefield. She has carried this successful philosophy to projects in such states as New York, New Jersey, and Maryland.

## LAND USE REGULATION

Carol has expertise in developing land use regulations to achieve planning objectives such as design guidelines for town center development in 2014, her model parking regulations in 2003, model access management regulations in 2002, and model bicycle and pedestrian access regulations in 2000. She presented the first workshop of its kind on zoning for access management to the 5th Annual Access Management Conference in 2002 and subsequent TRB annual conference in 2004.

## EDUCATION

- B.A. Environmental Studies, 1975 (minor in Urban Geography)
- Connecticut Zoning Enforcement Official Certification, 1986
- MDSHA Indirect and Cumulative Effects (NEPA-ICE) Training, 2007
- Streets as Places Training, 2007

## PROFESSIONAL AFFILIATIONS

- American Institute of Certified Planners (AICP)
- American Planning Association (APA)
- Connecticut Chapter of the American Planning Association
- WTS member
- Connecticut Association of Zoning Enforcement officials

## YEARS EXPERIENCE

- 20 Years with firm
- 32 Years in industry

## PUBLICATIONS/PRESENTATIONS OF NOTE

- APA Zoning Practice; Zoning for Complete Streets, 2013
- Hybrid Form-Based Zoning: Training Session conducted; The Last Green Valley, 2011
- Zoning for Access Management; National Access Management Conference and TRB



Fitzgerald & Halliday, Inc.  
Innovative Planning – Better Communities



## Michael Morehouse, PE Senior Associate

Mr. Morehouse is a Senior Project Manager with 20 years of experience in multimodal transportation planning and engineering, with an emphasis on transportation master planning for towns and cities looking to achieve sustainable outcomes. Mr. Morehouse has managed multi-modal and multi-disciplinary transportation planning studies of all types and sizes. Mike has extensive experience dealing with complex technical issues while developing visionary and consensus-based solutions to each project. He has a thorough understanding of the relationships between land use and transportation, and is an advocate for sustainable transportation systems. Mike has both technical proficiency and broad-based planning and decision-making skills to support the development of reasonable and implementable solutions to transportation and community design projects.

### PRACTICE AREAS

Transportation Planning,  
Land Use Planning,  
Transit-Oriented  
Development





## Kevin Hively

### Founder & President

Kevin Hively is the President and founder of Ninigret Partners (NP). Ninigret Partners is a business advisory & economic development consulting firm with offices in Providence, RI and Washington, DC. Mr. Hively has worked on economic development issues throughout New England, Northeast and Midwest including industrial district regeneration, innovation-based strategies around meds & eds among others. He has been a featured lecturer on the issue with several national groups and leading planning and design schools.

Additionally, Mr. Hively provides business advisory services to companies and institutions. His clients have included manufacturing market leaders in medical devices, flexible polymers, contract manufacturing, and energy production. In addition he has extensive experience in the healthcare and financial services industries. Recently, he also consulted with the federal Financial Crisis Inquiry Commission on deal structure in the mortgage backed CDO marketplace.

Prior to forming Ninigret Partners he was a member of the Global Leadership Management Team for Telesis, the strategy consulting arm of Towers Perrin. At Telesis he consulted on strategic issues for a number of the world's leading corporations.

Prior to Telesis, Mr. Hively was Director of Policy for the Governor of Rhode Island. He also served as Vice Chair of the RI State Planning Council. He also worked for the Rhode Island Public Expenditure Council.

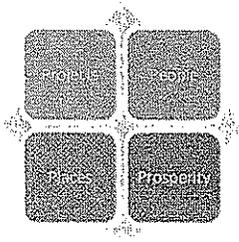
He is a graduate of Brown University.

#### EDUCATION

AB in Economic and Public  
Policy,  
Brown University

#### PRACTICE AREAS

Policy Analysis,  
Strategic Planning,  
Community Outreach



## **Ken Stapleton & Associates**

**Miami Beach  
Cincinnati  
Cleveland**

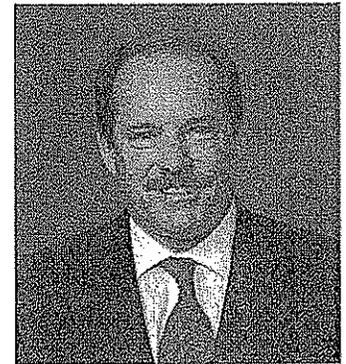
### **Ken Stapleton, MUP President**

With over 30 years of urban revitalization and economic development experience, Ken most recently served as Senior Economic Development Advisor and Executive Director of the award-winning University Park Alliance for The University of Akron (UA). Reporting directly to University President Luis M. Proenza, Ken was responsible for the revitalization of the neighborhoods surrounding this prominent urban university. He also provided strategic guidance for UA's local and regional economic development initiatives, and helped attract over \$15 million in grants for UPA and UA initiatives.

Previously, Ken served as Senior Vice President of the Downtown Cleveland Partnership (DCP) where he initiated and led their efforts to revitalize lower Euclid Avenue, Cleveland's Main Street, resulting in over \$400 million in real estate investment in only six years. Ken's other projects at DCP included management of DCP's advocacy efforts on over \$1 billion in major infrastructure projects, and management of all safety initiatives.

Prior to his tenure in Cleveland, Ken worked as a redevelopment expert in several South Florida cities, including work in Downtown Miami and South Beach. He is also a recognized expert in urban safety programs.

Ken is a 2004 University of Miami Fellow of the Knight Program in Community Building, a full member of the Urban Land Institute, a member of International Downtown Association and Florida Redevelopment Association, and a graduate of Leadership Akron Class XX. He has served on the board of the Downtown Akron Partnership, the 79<sup>th</sup> Street Corridor Steering Committee in Miami, and a number of other urban revitalization non-profits. He regularly makes presentations at professional conferences.



#### **Education**

*Masters in Urban Planning  
University of Illinois*

*Community Building Fellow  
University of Miami*

#### **Expertise**

*University-Community  
Partnerships*

*Downtown Revitalization*

*Urban Safety Innovations*

#### **Projects**

*Miami - FIU University City*

*Akron - Univ. Park Alliance*

*Mecon College Hill Alliance*

*Duluth Creative Corridor*

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#### **Contact Information:**

*Ken.Stapleton.Associates@gmail.com  
216-849-6494*

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## APPENDIX 2 – TIMELINE DETAIL (• denotes deliverable)

#	Task	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
1	<b>Impacts from UCONN 2000 / 21st Century</b>						•																
a	Data request list																						
b	Data points, proxies																						
c	Economic impact model																						
d	Fiscal impact model																						
e	Service impact model																						
f	Write-up						•																
2	<b>Economic/Fiscal Benefits from NextGenCT</b>								•														
a	Net new activity																						
b	Net new expenditures																						
c	Economic impact modeling																						
d	Fiscal impact modeling																						
e	Regional/state estimates																						
f	Write-up								•														
3	<b>Intergovernmental Revenue Impact</b>								•														
a	Deconstruction of revenue drivers																						
b	Estimate of net new revenues																						

INITIATIVE | PROPOSAL

#	Task	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26	
c	Write-up																							
4	<b>Service/Infrastructure Impacts</b>																							
a	Deconstruction of cost drivers																							
b	Exploration of variable categories																							
c	Estimate of per capita marginal costs																							
d	Translation of NextGenCT																							
e	Estimate of net new cost impacts																							
f	Write-up																							
5	<b>Partnership, Shared Service Opportunities</b>																							
a	Inventory of existing collaborations																							
b	Identification of potential collaborations																							
c	Connection to broader efforts																							
d	Write-up																							
6	<b>Budget Models</b>																							
a	Single unified model																							
b	User-friendly spreadsheet																							
c	Write-up																							
7	<b>Draft Report, Final Report</b>																							

-47-

#	Task	9/1	9/8	9/15	9/22	9/29	10/6	10/13	10/20	10/27	11/3	11/10	11/17	11/24	12/1	12/8	12/15	12/22	12/29	1/5	1/12	1/19	1/26
a	Initial report outline																						
b	Draft report																						
c	Final report																						
8	Client/Stakeholder/Public Presentations (4)																						
a	Overall aims, general dates																						
b	Agendas, content, handouts																						
c	Meeting preparations																						
d	Presentation																						
e	Debrief																						
f	Follow-up																						



**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  
**Date:** November 24, 2014  
**Re:** Presentation: Department of Public Works

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**Subject Matter/Background**

At Monday's meeting, Director of Public Works John Carrington will provide the Town Council with a briefing regarding the operations of the Department of Public Works. In his presentation, John will highlight current services and programs, as well as the critical issues and challenges faced by the department.

**PAGE  
BREAK**



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Sara Anderson, Parent Education and Early Childhood Services Coordinator; Patricia Schneider, Director of Human Services; Curt Vincente, Director of Parks and Recreation  
**Date:** November 24, 2014  
**Re:** Personal Services Agreement between the Town of Mansfield and the State of Connecticut for Community Playground Project

---

**Subject Matter/Background**

Attached please find a Personal Services Agreement (PSA) between the Town of Mansfield and the State of Connecticut for the Community Playground Project, necessary to secure the \$100,000 in State Bond Commission funds approved for this project.

The Mansfield Community Playground Committee, an ad hoc committee of Mansfield Advocates for Children (MAC), has been raising funds for this project since May 2012, though early stages of planning began in February 2011. The playground design was completed by Leathers & Associates (Ithaca, NY) in August 2012 using drawings and ideas directly from Mansfield children, parents, and other concerned citizens. The fully fenced playground will be highly accessible to children and caregivers of all abilities, including wheelchair accessible elements (raised and ground level) and a poured-in-place rubberized surfacing. Approximately 800 volunteers will be needed over a five-day period to build this unique playground from new recycled materials that will last for 25+ years.

The playground project is intended to provide a place for children to engage in healthy outdoor play, create a free and accessible space for families to gather and build relationships, and offer an opportunity for community members to build relationships by participating in a large-scale community building/service project.

State Representative Gregg Haddad is a longtime supporter of the playground and worked tirelessly with his colleagues, State Representatives Linda Orange, retiring State Senator Donald Williams and incoming State Senator Mae Flexer, to secure the \$100,000 in State Bond Commission funds for this project. In order to receive this funding, the Town needs to execute the PSA with the State.

### **Financial Impact**

With the State bond funds, the Mansfield Community Playground Committee has raised approximately \$372,000 so far, including a \$200,000 grant from the Jeffrey P. Ossen Family Foundation and contributions from over 300 individuals and 54 local businesses.

The total for building the base playground is estimated at \$663,000, including Phase 1 of the site work as reviewed with the Town Council at the previous meeting. For the STEAP grant application (Item 6 on the agenda), we are also seeking funding to complete Phase 2 of the site work as well as the restroom and pavilion for a project total of \$873,297.

### **Legal Review**

The Town Attorney has reviewed and approved the form of the proposed Personal Services Agreement. The PSA is the State's standard form used to award bond commission funds.

### **Recommendation**

Staff recommends that the Council authorize me as Town Manager to execute the Personal Service Agreement and related grant documents in order to receive the \$100,000 in bond funds from the State.

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

*Resolved, that Matthew W. Hart, Town Manager of Mansfield, be and hereby is authorized to execute on behalf of this municipal corporation a Personal Services Agreement with the State of Connecticut for financial assistance to construct a community playground (CPAP 2015-03). In addition, that Matthew W. Hart, Town Manager, is hereby authorized to enter into such agreements, contracts and execute all documents necessary to said grant with the State of Connecticut.*

### **Attachments**

- 1) Personal Service Agreement
- 2) Playground Drawing
- 3) Playground Budget Overview

CHECK ONE  
 GRANT  
 PERSONAL SERVICES AGREEMENT

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

(1) CONTRACT <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S.  P.O.
--	---

CONTRACTOR	(3) CONTRACTOR NAME <b>TOWN OF MANSFIELD</b>	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS <b>TOWN HALL, 4 SOUTH EAGLEVILLE ROAD, MANSFIELD, CT 06268</b>	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS <b>DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION (DEEP) CENTRAL SERVICES, CONSTITUENT AFFAIRS/LAND MANAGEMENT, 79 ELM ST., HARTFORD, CT 06106</b>	(6) AGENCY # <b>DEP43153</b>
	CONTRACTOR FEIN/SSN <b>06-6002032</b>	

CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 5 YEARS	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER
-----------------	---------------------------	----------------------------------	---

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)  
The Contractor agrees to do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of the Department of Energy and Environmental Protection, all work as described in Appendix A, which is attached hereto and made a part hereof.  
Appendix A consists of 2 pages, numbered A1-A2.  
Additional terms and conditions governing this Contract are contained on Pages Two through Four.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.  
The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in his sole discretion. The Municipality is responsible to supply appropriate documentation to the Agency of cost relating to the project, in a manner more particularly described in Appendix B.  
The maximum amount to be reimbursed to the Municipality under this Contract is \$ 100,000.00.

(11) COMMITTED AMOUNT  
**\$ 100,000.00**

(12) AMOUNT	(13) DEPT.	(14) FUND	(15) SID.	(16) PROGRAM	(17) PROJECT	(18) ACTIVITY	(19) BUD REF	(20) AGENCY CF1	(21) AGENCY CF2	(22) ACCOUNT
\$100,000.00	DEP43153	12052	43615	64004	DEPA00029200803	155005	2015			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d)(2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended; CGS Sec. 4-8 as amended; CGS Sec. 7-148(c) as amended; Public Act 2014-98, Sec. 9(d):	
(24) CONTRACTOR (OWNER OR AUTH. SIGNATURE)	TITLE <b>Matthew W. Hart, Town Manager</b>	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE <b>Robert J. Klee, Commissioner</b>	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

DISTRIBUTION: CONTRACTOR AGENCY

FUNDS AVAILABLE \_\_\_\_\_ DATE \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

(Rev. 6-12-13)

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

### **Indemnification.**

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor'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 Contractor's bid, 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, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

**State Liability.** The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

### **Definitions:**

- a. **State.** The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- b. **Commissioner.** The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- c. **Parties.** The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- d. **Contractor Parties.** Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- e. **Contract.** This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- f. **Execution.** This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
- g. **Exhibits.** All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- h. **Records.** For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- i. **Confidential Information.** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- j. **Confidential Information Breach.** shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

**Distribution of Materials.** The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.

**Change in Principal Project Staff.** Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.

**Further Assurances.** The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

**Recording and Documentation of Receipts and Expenditures.** Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

9. **Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto; provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
10. **Third Party Participation.** The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
11. **Procurement of Materials and Supplies.** The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
12. **State Audit (for grants only).** The Contractor receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Contractor receiving state funds must comply with the Connecticut General Statutes §§ 7-396a and the State Single Audit Act, §§ 4-230 through 4-236 inclusive, and regulations promulgated thereunder. The Contractor agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years. For purposes of this paragraph, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. Such records will be made available to the state and/or federal auditors upon request.
13. **Audit and Inspection of Plants, Places of Business and Records.**
- The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
  - The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
  - The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
  - All audits and inspections shall be at the State's expense.
  - The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
  - The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
14. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
15. **Affirmative Action and Sexual Harassment Policy.** The Contractor agrees to comply with the Department's Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
16. **Campaign Contributions.** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached *Notice to Executive Branch State Contractors of Campaign Contribution and Solicitation Limitations*.
17. **Sovereign Immunity.** The Parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section of this Contract, this section shall govern.
18. **Termination.**
- Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
  - Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
  - The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
  - The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
  - For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no Party shall have any further rights or obligations to any other Party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

**Breach.** If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.

**Severability.** If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

**Contractor Guarantee.** The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.

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

**Force Majeure.** The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

**Confidential Information of the Contractor.** The Agency will afford due regard to a written request from the Contractor for the protection of the Contractor's proprietary and/or confidential information and the Agency will endeavor to keep said information confidential to the extent permitted by law. However, all materials associated with a bid and/or this Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a written request, the Contractor shall delineate with specificity which materials provided by the Contractor to the Agency, and in Agency's possession, are deemed proprietary or confidential in nature and not, therefore, subject to release to third parties. Particular sentences, paragraphs, pages or sections of any document or Record that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Additionally, the Contractor shall provide the Agency with a detailed explanation of its rationale sufficient to justify each claimed exemption consistent with the FOIA. The rationale and explanation shall be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Additionally, the Contractor shall specifically and clearly mark all claimed documentation as "CONFIDENTIAL." However, nothing in this provision shall impose upon the Agency or the State any obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief, to prevent disclosure of any information deemed confidential and/or proprietary by the Contractor that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. Nothing in this provision shall be deemed to impose upon the Agency or the State any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

**Protection of State Confidential Information.**

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - 3) A process for reviewing policies and security measures at least annually;
  - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- d. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

**Entirety of Contract.** The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

**Interpretation.** The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

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**APPENDIX A**  
**SCOPE OF WORK**

**Project:** The Town of Mansfield will complete construction of a community playground on land adjacent to the Mansfield Community Center, located on South Eagleville Road. The Center is also adjacent to the Town Hall.

**Purpose:** The project referenced above (hereinafter the "Project") shall be undertaken by the Town of Mansfield (the "Municipality" or "Contractor") for construction of a community playground adjacent to the Mansfield Community Center, which is within the territorial limits of the Town of Mansfield.

**Description:** Following the Execution of this Contract, the Contractor shall complete this Project as outlined in this Scope of Work. The responsibilities of the Municipality shall include:

- ❖ Site work to include clearing / grubbing, excavation and prep work; recycling of earthen materials, grading, drainage, utilities, and appropriate disposal of any toxic materials.
- ❖ The purchase and installation of playground equipment/materials. Equipment purchase includes stations that make up the playscape itself, add-on accessories or a separate age-appropriate play area(s) with equipment.
- ❖ The purchase and placement/installation of a protective safety surface under and around the playscape.
- ❖ The installation/development of accessible pathways to the playscape and/or transition areas/stations.
- ❖ The purchase/installation of park amenities, benches, trash cans, fencing, lighting and shade structures associated with the playscape structure.
- ❖ Landscaping of the disturbed area. Funds may not be used to purchase any plant/vegetation that is on the State of Connecticut invasive plant list.
- ❖ Associated work for this project shall include required surveying, design, bid package development, advertising, engineering, architectural and landscape services.

1. **Design.** The Contractor agrees that the location, design materials and work schedule related to this Project shall be completed with the full knowledge and approval of the local property-managing department and the facility manager, that the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure public safety.
2. **Permits.** The Contractor is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not be limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The Execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
3. **Ownership.** The Contractor represents that said Contractor is or will become the grantee before the expiration of this Contract of land acquired under this agreement in fee simple, permanent easement or right-of-way or be the record owner of the land and building upon which the Project described above is located. Ownership or interest in the land shall be free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Being the recorded owner, the Contractor agrees to maintain the Project area after development/improvement properly and efficiently and to provide assurance of such operation and maintenance as may be required by the Commissioner for a period not to exceed the life expectancy, ten years, or till total destruction or degradation by an act of nature whichever comes first.
4. **Acknowledgment.** The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection for its contribution to the Project by erecting a sign stating such fact. The Contractor shall erect a permanent plaque or sign acknowledging that said Project is a public recreational facility and that said Project received a grant from the State of Connecticut administered through the Department of Energy and Environmental Protection.
5. **Accessibility to the Public.** Said Project is a public area and as such, it shall be open to the public. The public, for purposes of this Contract shall be defined as any resident of any municipality, state, country or nation.

**Fees.** Should a parking/patron fee be levied on patrons to use this facility, the Contractor agrees not to charge a fee to nonresidents of the Municipality an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.

**Submission of Materials.** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection  
Constituent Affairs/Land Management  
79 Elm Street  
Hartford, CT 06106-5127

**Amendments.** Formal written amendment of the Contract is required to revise the terms and conditions of this Contract, including but not limited to:

- a. the maximum Contract payment,
- b. the total unit cost of service,
- c. the Contract's Scope of Work,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other Contract revisions determined material by DEEP.

Any proposed changes to the Contract must be requested in writing by the Contractor to the Commissioner and approved at the Commissioner's sole discretion. If it is anticipated that the Project cannot be completed as scheduled, a no-cost extension must be requested in writing by the Contractor no later than 60 days prior to the expiration date of the Contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and Project completion date.

**Final Report.** The Contractor agrees to submit a final report to the Commissioner within 30 days after the expiration date of this Contract. Said report shall include, but not be limited to, photos of the Project area, copies of applicable permits or certificates, certification that all elements of the Project scope as defined have been completed.

**Subcontracting Award Procedures.** The Contractor agrees that when awarding service contracts for an amount less than \$10,000, it shall follow established municipal contract awarding procedures. The Contractor also agrees that competitive open bidding is required when awarding contracts in excess of \$10,000. The award shall be made to the responsible bidder whose bid is responsive to the invitation and is most advantageous to the Municipality, price and other relevant factors considered. The Contractor must provide prior written justification to the Commissioner prior to the acceptance of a no-bid contract or the award of a contract to other than the lowest bidder and such contract awards are subject to the approval of the Commissioner.

**Safety and Accident Prevention.** Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the Project.

## APPENDIX B

### SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is One Hundred Thousand (\$100,000.00) dollars.

Payments by the Commissioner to the Contractor shall allow for use of grant funds to meet allowable financial obligations incurred in conjunction with this Project. Funds shall be disbursed on a reimbursement basis, contingent upon receipt by DEEP of detailed invoices with any required supportive documentation. All payments to the Contractor are subject to review and approval by the Commissioner, at his sole discretion.

If no reimbursement request is submitted within a six-month period, the Contractor is required to submit a project status report. Said reports shall be required every six months during the time the Contract is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated Project completion date if different from the current contractual expiration date.

The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection within 120 days of the Contract expiration date.



## Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

### PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

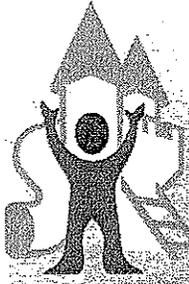
"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

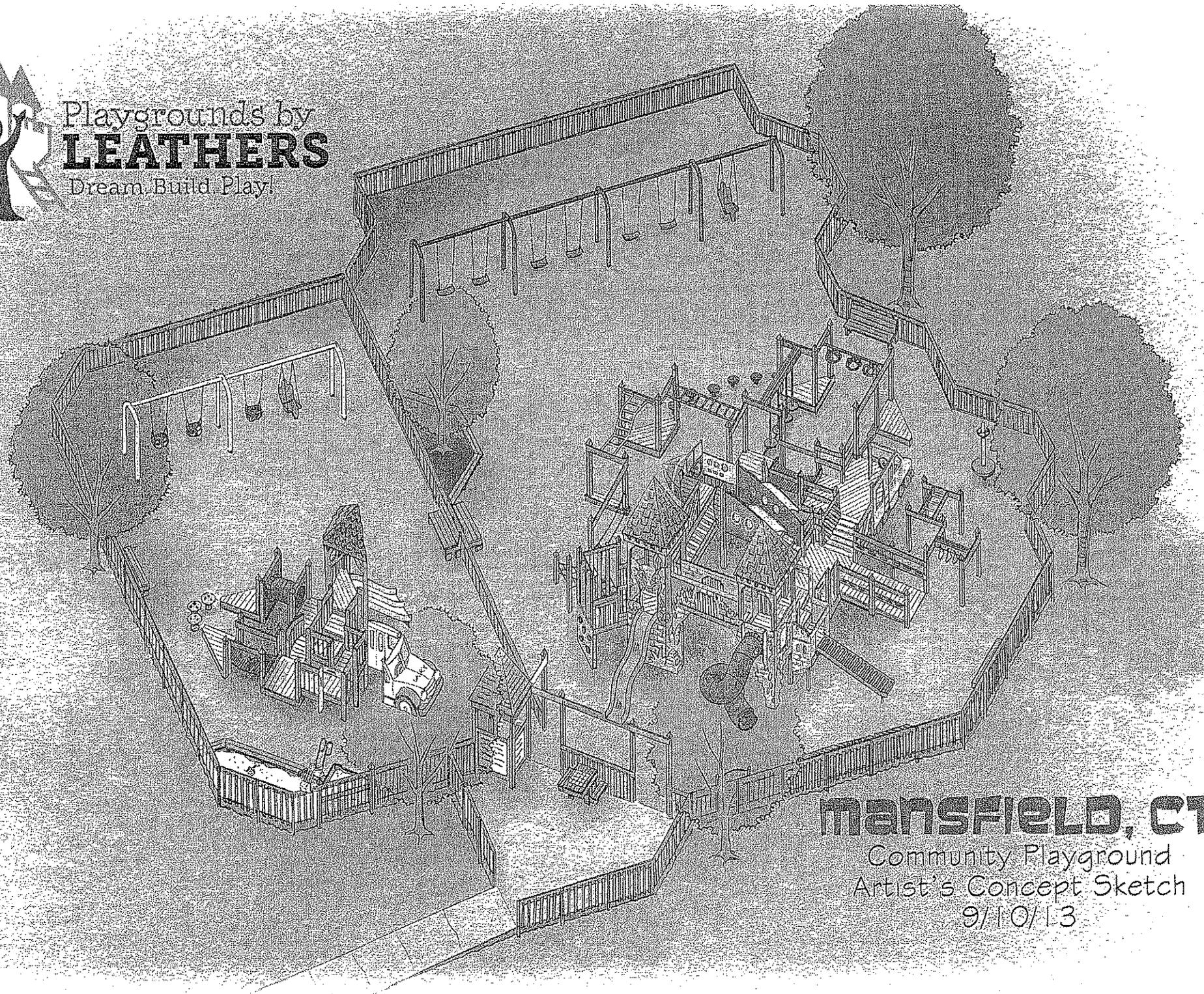
"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.



Playgrounds by  
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-62-

**MANSFIELD, CT**

Community Playground  
Artist's Concept Sketch  
9/10/13

Town of Mansfield  
 Playground Project  
 Budget Overview

	<u>Estimated Expenditures</u>	<u>Estimated Revenues</u>	<u>Variance</u>	<u>Funding Source</u>	<u>Grant Estimate</u>
Playground	\$ 404,837	\$ 404,837	\$ -	STEAP Grant (\$21,540); Playground Committee (\$384,837)	\$ 21,540
Phase I - Site Prep	<u>258,005</u>	<u>258,005</u>	<u>-</u>	STEAP Grant	<u>258,005</u>
Sub-total	662,842	662,842	-		279,545
Phase II - Site Prep	90,455	90,455	-	STEAP Grant	90,455
Optional Amenities:					
Bathroom	70,000	70,000	-	STEAP Grant	70,000
Pavilion	<u>50,000</u>	<u>50,000</u>	<u>-</u>	STEAP Grant	<u>50,000</u>
Total	\$ <u>873,297</u>	\$ <u>873,297</u>	\$ <u>-</u>		\$ <u>490,000</u>

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant Town Manager; Sara Anderson, Parent Education and Early Childhood Services Coordinator; Patricia Schneider, Director of Human Services; Curt Vincente, Director of Parks and Recreation  
**Date:** November 24, 2014  
**Re:** Small Town Economic Assistance Program (STEAP) Application for Community Playground Project

---

**Subject Matter/Background**

Attached please find an application to the FY 2015 Small Town Economic Assistance Program (STEAP) seeking \$500,000 for the Community Playground Project. Applications for the FY 2015 round are due to the Office of Policy and Management (OPM) on November 28, 2014 and the state will announce grant awards on or before January 30, 2015.

Staff has also submitted a proposed STEAP application for the Four Corners Sanitary Sewer project (see agenda item 7). **According to OPM, the Town will need to prioritize these two applications and I will ask the Town Council for its direction in this regard.**

The Mansfield Community Playground Committee, an ad hoc committee of Mansfield Advocates for Children (MAC), has been raising funds for this project since May 2012, though early stages of planning began in February 2011. The playground design was completed by Leathers & Associates (Ithaca, NY) in August 2012 using drawings and ideas directly from Mansfield children, parents and other interested citizens. The fully fenced playground will be highly accessible to children and caregivers of all abilities, including wheelchair accessible elements (raised and ground level) and a rubberized surface. Approximately 800 volunteers will be needed over a five-day period to build this unique playground from new recycled materials that will have a lifecycle of 25 years. This project is intended to achieve three important goals. It will provide a place for children to engage in healthy outdoor play, a free and accessible space for families to gather and build relationships, and an opportunity for community members to build relationships by participating in a large-scale community building/service project.

In October 2014, a detailed landscape design, including cost estimates, was completed by the landscape architectural firm, Kent + Frost. Cost estimates for Phase 1 of the plan total approximately \$258,000 to create construction documents and to construct adequate parking and access for the proposed playground site. Phase 2 of the site plan is designed to accommodate a picnic pavilion, restrooms, splash pad, accessible walking path, and additional parking.

The Mansfield Community Playground Steering Committee is recommending that the Town Council authorize staff to submit a grant proposal for \$500,000, the maximum possible amount, to complete the construction of the playground, Phases 1 and 2 of the site work as well as two of the three desired elements in Phase 2 - a restroom building and a picnic pavilion. (The grant application does not include funding for the third element, which is the splash pad).

### **Financial Impact**

The grant would help to defray the cost of the playground project site costs and other desired elements that would need to be funded through fundraising efforts. The individual application limit for a STEAP grant is \$500,000. The Mansfield Community Playground Committee has raised approximately \$372,000 so far, including a \$200,000 grant from the Jeffrey P. Ossen Family Foundation, \$100,000 from the State Bond Commission and contributions from over 300 individuals and 54 local businesses.

The established budget for designing and constructing the playground equipment is \$404,000, but this does not include the extensive site work needed. Site costs for Phases 1 and 2 total \$348,460. The additional \$120,000 requested in this grant application would cover the cost of two of the three desired elements in Phase 2 - a restroom building and a picnic pavilion. All of these components combined provide a project total of \$873,297.

### **Recommendation**

Staff recommends the Town Council authorize the submittal of the proposed application to STEAP seeking \$500,000 in support of the Community Playground Project.

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

### **RESOLUTION AUTHORIZING THE SUBMITTAL OF THE FY 2015 STEAP GRANT APPLICATION FOR THE COMMUNITY PLAYGROUND PROJECT:**

*RESOLVED, That the Town Council of the Town of Mansfield, Connecticut, authorizes Town Manager Matthew W. Hart to submit a FY 2015 STEAP grant application in the amount of \$500,000 to the Connecticut Office of Policy and Management for the Community*

*Playground Project, and, if awarded, to enter into an agreement with the State of Connecticut to receive such funds on a reimbursement basis.*

**Attachments**

- 1) Excerpts from Grant Application – Community Playground Project
- 2) Playground Budget Overview

## TOWN OF MANSFIELD

### Attachment to Application for 2014 Small Town Economic Assistance Program (STEAP)

#### Mansfield Community Playground and Recreational Area

*Provide a description of the project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition or construction. Please be as comprehensive as possible in the description of this project.*

Mansfield Advocates for Children (MAC); an early childhood collaborative of parents and professionals committed to ensuring that all Mansfield children birth to eight years old are healthy, successful learners, and their families are connected to the community; administered a community connectedness survey in 2010. The results of the survey indicated that residents of Mansfield feel that playgrounds are very important, but that they are not satisfied with the current playgrounds in Mansfield. In February 2011, planning began for a community playground to be located near the proposed Storrs Center.

The purpose of the Mansfield Community Playground and Recreational Area is to provide an outdoor space for area families and individuals to meet and gather adjacent to the Mansfield Community Center and near the Storrs Center development. This area, which will include a highly accessible community built playground, accessible picnic pavilion, accessible walking path, accessible restroom, and necessary parking and access, will attract families with small children to the new Mansfield downtown area and insure that a wide variety of Mansfield residents will utilize and support downtown amenities.

Funds are being requested for construction of parking, access, the restroom, the picnic pavilion, playground and walking path, as well as construction documents. To date, \$378,297 has been raised or committed for the community playground, and it is expected that at least an additional \$5,000 will be raised by spring 2015, the projected date of construction.

The total cost of the project is \$873,297. Funding is being requested for the project from the Small Town Economic Assistance Program in the amount of \$490,000.

*How will completion of the project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.*

Construction of the Mansfield Community Playground and Recreational Area will provide the community with a highly accessible outdoor space for children and adults to engage in healthy activity. It will also provide a space for families and individuals to meet, gather, and build relationships. In addition to providing a physical space, the community building process planned for the construction of the playground will provide a large scale community service project where volunteers will build relationships

that will strengthen our community for years to come. The Mansfield Community Playground will also be the only playground in town accessible by public transportation. The picnic pavilion and restroom will make the area more attractive for large group gatherings, and the walking path will provide patrons with the opportunity to enjoy the natural open space.

The American Planning Association<sup>1</sup> has summarized the economic benefits parks provide communities. The research indicates that parks increase real property values, increase municipal revenues through increased sales and property tax revenues, and help communities attract and retain retirees, knowledge workers, and homebuyers.

*What, if any, planning or design work has begun or been completed on the project?*

The Mansfield Community Playground Steering Committee, an ad hoc committee of Mansfield Advocates for Children (MAC), has been raising funds since May 2012, though early stages of planning began in February 2011. The committee selected the design firm of Leathers & Associates (Ithaca, NY) because of its grass roots approach to planning, fundraising, and construction. The playground design was directly inspired by drawings and ideas from Mansfield's children, parents, and other concerned citizens, and was completed by Leathers & Associates in August 2012. Since that time, the Mansfield Community Playground Steering Committee has worked tirelessly to rally support and financing for this highly accessible and environmentally conscious playground.

Because of the site amenities in addition to the playground that are desired on the site in the future, Parks and Recreation staff hired a UConn Landscape Architecture graduate student in April 2012 to develop proposed site designs and layout options. At that time, possible placement of a picnic pavilion, splash pad, and parking were determined.

More detailed options were needed, so the Landscape Architecture Firm of Kent and Frost was hired through a competitive RFP process to provide site design options and preliminary site construction cost estimates, and was completed in late October 2014. Efforts are currently underway to obtain construction documents for the project, though funding for the documents has not yet been secured. Attached is the updated proposed site design, including the playground, space for a spray ground (possibly to be built in the future), picnic pavilion, walking path, and appropriate parking and access for the recreational area.

*Is the proposed project consistent with the State Conservation and Development Policies Plan?*

Yes.

<sup>1</sup> American Planning Association, "How Cities Use Parks for Economic Development."  
[www.planning.org/cityparks/briefingpapers/economicdevelopment.htm](http://www.planning.org/cityparks/briefingpapers/economicdevelopment.htm) (November 18, 2014).

*Is the proposed project consistent with your local Conservation & Development (C&D) Plan?*

Yes. The proposed playground is consistent with Policy Goal 4, Objective d, which encourages retention and appropriate expansion of high quality educational, recreational and other governmental facilities, programs and services.

*Last date local C&D Plan adopted?*

The Mansfield Plan of Conservation and Development was adopted on January 17, 2006 with an effective date of April 15, 2006.

*Will the project require the conversion of lands currently in agricultural use to non-agricultural use? Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?*

No.

*Does this project impact state owned property? If yes, please provide the location and a brief explanation.*

Elements of the project extend into property owned by the University of Connecticut. UConn officials have indicated their willingness to enter into a lease for a nominal fee for use of the property. That lease is in the draft stage and is anticipated to be completed in February 2015, pending receipt of the final project plans. While a landscape site design has been completed, additional design work may need to be completed if UConn officials require any changes prior to finalizing the lease.

*Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, etc.*

There is no anticipated impact on traffic. The project is not located in a floodplain. There is a wetland area on the property, but an appropriate distance has been determined, and no issues are anticipated. Plans are in place to begin the wetlands application process. There are no known endangered species, archeological resources or historical structures on the property. There will be a wooded buffer between the project and the nearest neighborhood not separated by a road, which will be approximately 550 feet away. An apartment complex across the street from the property is approximately 275 feet away. No utilities currently exist on the site. Security lighting will be connected to the existing utilities adjacent to the property. The property is located near Moss Sanctuary, an existing open space, and will be approximately 800 feet away from the trailhead, making it convenient for park patrons to enjoy both areas.

Creating the Mansfield Community Playground and Recreational Area will impact the way residents connect with their community. The area will provide a free space for children and adults to engage in

1 American Planning Association, "How Cities Use Parks for Economic Development."  
[www.planning.org/cityparks/briefingpapers/economicdevelopment.htm](http://www.planning.org/cityparks/briefingpapers/economicdevelopment.htm) (November 18, 2014).

healthy outdoor activity, provide a space that is accessible by public transportation for residents of all ages to meet and gather, and provide the community with a large scale service/building project where residents will work side by side, building relationships and connections that will last for years to come.

*Is this project a phase of a larger plan?*

Yes.

*What phase are you applying for?*

1 & 2

*How many phases are there in total? Please explain.*

There are three phases. No phases have yet been completed. The first phase of this project is to build the playground and appropriate parking and access. The second phase is to build a picnic pavilion, walking path, restroom and additional parking. The third phase is to build a splash pad. The splash pad has not yet been designed or funded, however, and is not a priority at this time.

**Project Funding** – Please complete the following table detailing project funding sources. Under uses please indicate estimated costs including but not limited to professional services, acquisition, construction, renovation, contingency, etc.

Funding Sources	Total	Secured Amount	Prospective Amount	Anticipated date funds will be secured
STEAP funds from this application if awarded	\$490,000			
Local/Town Funds: none anticipated at this time	0			
Private Funds: Grants	\$203,000	\$203,000		
Private Funds: Business & Individual Contributions	\$80,297	\$75,297	\$5,000	April 2015
Federal Funds: NONE	0			
Other State Funds: Bond Commission July 2014	\$100,000	0	\$100,000	January 2015
<b>STEAP Fund Use (Project Budget)</b>	<b>TOTAL</b>	<b>Expended to date</b>		
Professional Services: Construction Documents	\$28,562			
Contingency	\$42,843			
Construction: Playground	\$21,540			
Construction: Restroom	\$70,000			
Construction: Picnic Pavilion	\$50,000			
Construction: Site work (parking, access, lighting, etc.)	\$277,055			

*Please detail amounts and types of funds, if any, which have been expended to date for this project.*

Funds paid to playground design firm, Leathers & Associates: \$17,967

Funds paid for UConn student concept plan: \$1200

Funds paid to landscape architectural firm, Kent + Frost, for detail concept plan and cost estimates: \$12,000

*If this is a part of a multi-phase project, has any work already begun?*

No.

*Should this project be awarded a STEAP grant, how soon after our contract is fully executed would STEAP funded project work begin?*

30 days, dependent on approvals (see Proposed Project Schedule included in Additional Information)

*Is there any other relevant information you feel may be helpful?*

The playground included in this project was directly inspired by drawings and ideas from Mansfield's children, gathered by designers from Leathers & Associates in May 2012. Since that time, the Mansfield Community Playground Steering Committee has worked tirelessly to rally support and financing for this highly accessible and environmentally conscious playground.

To date, 369 individuals and 89 local businesses have contributed to the playground project. There have been 260 fence pickets and 110 hand-print tiles sold, and 21 fundraising events. In addition to this local support, the project received a grant from the Jeffrey P. Ossen Family Foundation for \$200,000. Upon completion, the playground will be named the Jeffrey P. Ossen Family Foundation Playground. Local legislators have also been supportive of this community effort. State Representative Gregg Haddad is a longtime supporter of the playground and worked tirelessly with his colleagues, State Representatives Linda Orange, retiring State Senator Donald Williams and incoming State Senator Mae Flexer, to secure \$100,000 in State Bond Commission funds for this project.

Mansfield strives to be a green and sustainable community, and this project is directly aligned with that commitment. It will have poured-in-place rubber surfacing, making it easily accessible for children and adults with mobility challenges. With a large and active senior population, this type of surfacing will be extremely attractive. The playground will be constructed of recycled materials and require very little maintenance over its 25 year lifespan.

Members of the Mansfield Community Playground Steering Committee have been aware that significant site work would need to occur to place the playground near the Mansfield Community Center and the Storrs Downtown development, but actual projected costs were not known until site design was completed in late October 2014. Receiving this grant would make it possible to realize a dream that has existed in the minds of young children in Mansfield for nearly four years.

Will this project move forward if the requested STEAP funds are not awarded or are awarded only in part?

This project will not move forward without STEAP funds. Fundraising specifically for the playground is nearly complete, and is anticipated to be complete by spring 2015. The playground cannot move forward, however, without appropriate parking and access. A grant of \$279,545 would make it possible to obtain construction documents and construct the minimal amount of parking and access necessary to build the playground, but the remaining elements of the recreational area would most likely not be completed in the foreseeable future.

**Projected budget for partial funding**

STEAP Fund Use (Project Budget)	TOTAL
Professional Services: Construction Documents	\$19,545
Contingency	\$29,318
Construction: Playground	\$21,540
Construction: Site work (parking, access, lighting, etc.)	\$209,142
<b>TOTAL</b>	<b>\$279,545</b>

Was this project not selected in a previous round of STEAP grants?

No.

If other applications for different projects for this round of STEAP grants have already been submitted, please list below, in priority order, each of your projects (1 being top priority):

1. Mansfield Community Playground and Recreational Area
- 2.

**Additional Information:**

**1. Proposed Project Schedule:**

The site design is expected to be finalized with UConn officials in January 2015, followed closely by the lease for use of the property. If the state wetlands application is approved in a timely manner, site work can begin in March 2015. The first phase of parking and the playground will be complete in April 2015, and the remaining parking and site elements will be completed by September 2015.

**2. List of necessary local, state, and federal permits and approvals required for the project with status of each:**

- a) Approval of local Planning and Zoning for a property use adjustment – will move forward when UConn officials approve the site design.
- b) Approval of State Wetlands Application – will move forward when UConn officials approve the site design.

**The following materials are attached:**

1. Site location map
2. Property boundary map
3. Project/concept plans
4. Project cost estimates supporting the request for funding
5. Town resolution in support of application for this grant

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Town of Mansfield  
 Playground Project  
 Budget Overview

	<u>Estimated Expenditures</u>	<u>Estimated Revenues</u>	<u>Variance</u>	<u>Funding Source</u>	<u>Grant Estimate</u>
Playground	\$ 404,837	\$ 404,837	\$ -	STEAP Grant (\$21,540); Playground Committee (\$384,837)	\$ 21,540
Phase I - Site Prep	<u>258,005</u>	<u>258,005</u>	<u>-</u>	STEAP Grant	<u>258,005</u>
Sub-total	662,842	662,842	-		279,545
Phase II - Site Prep	90,455	90,455	-	STEAP Grant	90,455
Optional Amenities:					
Bathroom	70,000	70,000	-	STEAP Grant	70,000
Pavilion	<u>50,000</u>	<u>50,000</u>	<u>-</u>	STEAP Grant	<u>50,000</u>
Total	\$ <u><u>873,297</u></u>	\$ <u><u>873,297</u></u>	\$ <u><u>-</u></u>		\$ <u><u>490,000</u></u>

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Derek Dilaj, Town Engineer  
**Date:** November 24, 2014  
**Re:** Small Town Economic Assistance Program (STEAP) Application for Four Corners Sanitary Sewer Project

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**Subject Matter/Background**

Attached please find an application to the FY 2015 Small Town Economic Assistance Program (STEAP) seeking \$500,000 for the Four Corners Sanitary Sewer Project. Applications for the FY 2015 round are due to the Office of Policy and Management (OPM) on November 28, 2014 and the state will announce grant awards on or before January 30, 2015.

The Four Corners Sanitary Sewer Project encompasses an approximately 500-acre area near the intersection of Route 44 and Route 195. The project is expected to serve sixty-one (61) properties and to include approximately 21,700 linear feet of sewer piping (which includes the collection system, a trunk sewer and a force main to the University of Connecticut’s wastewater treatment plant), and two submersible pump stations.

Bond funding for the Four Corners project was approved at referendum on November 4, 2014. As a means to mitigate some of the anticipated debt service or sewer assessments, staff is recommending that the Town submit a STEAP application to OPM for the maximum award of \$500,000.

**Financial Impact**

Staff has prepared the grant application using existing information provided by our engineering consultant Weston & Sampson Engineers, at no additional cost to the Town. The grant application requests the maximum award amount of \$500,000 to offset costs of the \$9 million project. If received, the Council could apply this grant to relieve some of the debt service or sewer assessments.

**Recommendation**

The Town of Mansfield has successfully applied for STEAP grant funding in FY 2010 and FY 2012 for the Town Square and Village Street projects. In order to take advantage of this grant round, staff recommends the Town Council

authorize the submittal of the proposed application to STEAP seeking \$500,000 in support of the Four Corners Sanitary Sewer Project.

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

**RESOLUTION AUTHORIZING THE SUBMITTAL OF THE FY 2015 STEAP GRANT APPLICATION FOR THE FOUR CORNERS SANITARY SEWER PROJECT:**

*RESOLVED, That the Town Council of the Town of Mansfield, Connecticut, authorizes Town Manager Matthew W. Hart to submit a FY 2015 STEAP grant application in the amount of \$500,000 to the Connecticut Office of Policy and Management for the Four Corners Sanitary Sewer Project, and, if awarded, to enter into an agreement with the State of Connecticut to receive such funds on a reimbursement basis.*

**Attachments**

- 1) Small Town Economic Grant Program Information
- 2) Excerpts from Grant Application



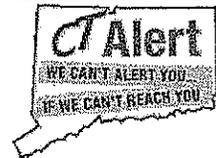
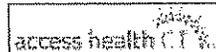
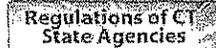
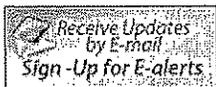
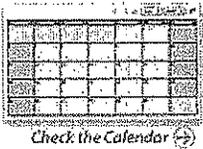
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## Small Town Economic Assistance Program (STEAP)

### Program Description

The Small Town Economic Assistance Program (CGS Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action (CGS Section 4-66c) bonds. This program is administered by the Office of Policy and Management.

Like Urban Action, STEAP funds are issued by the State Bond Commission and **can only be used for capital projects**. Programmatic expenditures or recurring budget expenditures are not eligible for STEAP or any other state bond program. However, some projects, while generally capital in nature, should not be funded with State bond money for various public policy reasons including but not limited to administrative improvements. Projects eligible for STEAP funds include:

- 1) economic development projects such as (a) constructing or rehabilitating commercial, industrial, or mixed-use structures and (b) constructing, reconstructing, or repairing roads, access ways, and other site improvements;
- 2) recreation and solid waste disposal projects;
- 3) social service-related projects, including day care centers, elderly centers, domestic violence and emergency homeless shelters, multi purpose human resource centers, and food distribution facilities;
- 4) housing projects;
- 5) pilot historic preservation and redevelopment programs that leverage private funds; and
- 6) other kinds of development projects involving economic and community development, transportation, environmental protection, public safety, children and families and social service programs.

### Eligibility

Localities may receive up to \$500,000 per year if (1) they are not designated as a distressed municipality or a public investment community, and (2) the State Plan of Conservation and Development does not show them as having a regional center.

Public Act 05-194 allows an Urban Act Town that is not designated as a regional center under the State Plan of Conservation and Development to opt out of the Urban Action program and become a STEAP town for a period of four years. In order to effect this change, the Office of Policy and Management must receive a letter requesting the change from Urban Act to STEAP as well as proof that the legislative body has approved such a change. Minutes from the legislative session as well as a resolution are acceptable methods of verification of the approval.

See list of current STEAP eligible localities.

### NEW!!! STEAP FISCAL YEAR 2015 ANNOUNCEMENT

Governor Malloy is pleased to announce to all eligible Small Town Economic Assistance Program (STEAP) municipalities that the Office of Policy and Management (OPM) is now accepting applications for funding under this program for fiscal year 2015. We made a great deal of progress over the past three and a half years, but there is more work to be done. Our historic small towns are what make Connecticut *Still Revolutionary* and preserving their historical integrity and beauty is vital to our economy and quality of life. As we continue to recover from hard economic times and begin to prepare our towns for another New England winter, preference this year will be given to projects that promote economic development, emergency preparedness and/or infrastructure repair.

Priority will be given to proposed projects which: generate economic development; create or retain jobs; improve quality of life for residents; can begin in the immediate future; and have secured necessary additional funds for the project. **Please note: only capital projects will be considered.** For more information on what is considered a capital project please refer to the introductory text on the application.

**2015 STEAP APPLICATION:** Applications may be submitted anytime between now and November 28, 2014 for consideration this fiscal year. Applications must be submitted electronically at [opm.steapapplications@ct.gov](mailto:opm.steapapplications@ct.gov). Decisions on awards will be announced on or before January 30, 2015. While towns are encouraged to only submit priority projects, if multiple projects are submitted, an application must be completed for each project. Please be sure to list the projects in order of priority in the

space provided on the application. **Please review the application carefully as it has been revised. Old versions of the application cannot be accepted.**

FY 2015 STEAP will operate on a rolling basis with periodic announcements occurring up to the January 30, 2015 deadline. Due to the high volume of applications and limited amount of available funding, towns are encouraged to apply early. Upon receipt, OPM will review the applications with the appropriate state agencies to determine proposed project eligibility and readiness and consistency with the State Plan of Conservation and Development.

**Application (Fillable PDF Format) / Application (Fillable Word Format)**

***Please note: Applications will not save automatically. Once you have completed your application, save it to your computer and then email it to the address provided in the application.***

**STEAP GRANT AWARDS:**

Click to view list of [FY2014 awards](#), [FY2013 awards](#), [FY2012 awards](#), [FY2011 awards](#), [all STEAP Awards FY2005 - FY2014](#).

**Important Note to Award Recipients:**

**Please do not proceed with any anticipated STEAP-funded project work until you are fully aware of any contractual terms required by the administering agency.**

**Statutory Authority**

C.G.S. 4-66g as amended by PA 09-2, Section 1, of the September Special Session.

**Eligible Towns**

Andover	Avon	Barkhamsted	Berlin
Bethany	Bethel	Bethlehem	Bolton
Bozrah	Branford	Bridgewater	Brookfield
Burlington	Canaan	Canton	Cheshire
Chester	Clinton	Colebrook	Columbia
Cornwall	Coventry	Cromwell	Darien
Deep River	Durham	Eastford	East Granby
East Haddam	East Lyme	Easton	Ellington
Essex	Farmington	Fairfield	Franklin
Glastonbury	Goshen	Granby	Greenwich
Guilford	Haddam	Hartland	Harwinton
Hebron	Kent	Killingworth	Lebanon
Ledyard	Lisbon	Litchfield	Lyme
Madison	Mansfield	Marlborough	Middlebury
Middlefield	Milford	Monroe	Montville
Monis	New Canaan	New Fairfield	New Hartford
New Milford	Newington	Newtown	Norfolk
North Branford	North Haven	North Stonington	Old Lyme
Old Saybrook	Orange	Oxford	Pomfret
Preston	Prospect	Redding	Ridgefield
Rocky Hill	Roxbury	Salem	Salisbury
Scotland	Sharon	Sherman	Simsbury
Somers	Southbury	Southington	South Windsor
Stonington	Suffield	Tolland	Trumbull
Union	Wallingford	Warren	Washington
Waterford	Watertown	Westbrook	Weston
Westport	Willington	Wilton	Windsor Locks
Woodbridge	Woodbury	Woodstock	

**STEAP Towns Pursuant to Public Act 05-194 Changes**

The following towns have opted into the STEAP program.

Town	Effective Date	Town	Effective Date
Ashford	07/18/2012	Portland	08/20/2014
Beacon Falls	09/03/2014	Putnam	10/06/2014
Brooklyn	02/19/2013	Seymour	08/19/2014
Canterbury	02/19/2013	Sprague	02/19/2013
Chaplin	02/19/2013	Stafford	08/25/2014
Colchester	02/19/2013	Sterling	02/19/2013
East Hampton	02/19/2013	Thomaston	09/16/2014
Griswold	02/19/2013	Thompson	10/08/2014
		Voluntown	09/09/2014
Milford	07/26/2013	Wethersfield	02/19/2013
North Canaan	09/30/2011	Windsor Locks	06/07/2011
Plainfield	08/26/2014	<del>Windsor</del>	10/06/2014

Welcott	08/20/2014
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For more information contact:

Meagan Occhiogrosso

Phone: 860-418-6381 or

Email: [Meagan.Occhiogrosso@ct.gov](mailto:Meagan.Occhiogrosso@ct.gov)

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# Small Town Economic Assistance Program (STEAP) Guidelines and Application

*Please read this information before completing the application.*

The Small Town Economic Assistance Program (C.G.S. Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action (CGS Section 4-66c) bonds. This program is managed by the Office of Policy and Management and grants are administered by appropriate state agencies.

STEAP funds are issued by the State Bond Commission and **can only be used for capital projects**. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, engineering, architectural planning, and contract services needed to complete the project. Projects eligible for STEAP funds include:

- Economic development projects such as (a) constructing or rehabilitating commercial, industrial, or mixed-use structures and (b) constructing, reconstructing, or repairing roads, access ways, and other site improvements;
- Recreation and solid waste disposal projects;
- Social service-related projects, including day care centers, elderly centers, domestic violence and emergency homeless shelters, multi-purpose human resource centers, and food distribution facilities;
- Housing projects;
- Pilot historic preservation and redevelopment programs that leverage private funds; and
- Other kinds of development projects involving economic and community development, transportation, environmental protection, public safety, children and families and social service programs.

## Expenditures that cannot be funded by STEAP Grant funds:

- Programmatic expenditures or recurring budget expenditures are **not** eligible for STEAP or any other state bond program. However, some projects, while generally capital in nature, should not be funded with State bond money for various public policy reasons including but not limited to administrative improvements.
- The following expenditures are **not** eligible for reimbursement in construction, acquisition or development projects: ceremonial or entertainment expenses; publicity; bonus payments; reserves; charges in excess of the lowest responsible bid where competitive bidding is required unless prior approval is obtained; deficits or overdrafts; interest charged; any judgment for damages arising from the project; fines and penalties; municipal salaries or employee expenses.
- Project components **not** allowable for STEAP fund payment: Furniture, fixtures and equipment (FF&E). FF&E includes movable furniture, fixtures or other equipment that have no permanent connection to the structure of a building or utilities. Examples of FF&E include desks, chairs, computers, electronic equipment, tables, bookcases and partitions.
- Goods and/or services purchased and/or provided before the contract start date, or after the contract end date will **not** be funded without advance written approval of the administering agency.
- STEAP funds **cannot** be used to represent the required "match" portion for another state grant.

For the purposes of this application and any subsequent award, "Authorized Signatory" refers to the municipality's Chief Executive (Town Manager, Mayor, First Selectman, etc.) – the individual who is legally authorized to apply for the grant and who has the authority to enter into any subsequent agreements.

THIS APPLICATION, ITS RECEIPT, AND/OR ANY SUBSEQUENT ANNOUNCEMENT OR NOTIFICATION OF AN AWARD ASSOCIATED WITH THIS APPLICATION, DOES NOT CONSTITUTE A CONTRACT. A CONTRACT EXISTS ONLY WHEN ALL REQUIRED CONTRACTUAL DOCUMENTS ARE SUBMITTED AND APPROVED BY THE ADMINISTERING STATE AGENCY, AND THE TOWN IS NOTIFIED THAT THE CONTRACT IS FULLY EXECUTED.

State of Connecticut  
Office of Policy and Management [www.ct.gov/opm](http://www.ct.gov/opm)  
STEAP Project Application, Analysis & Eligibility  
Pursuant to Connecticut General Statutes Section 4-66g

APPLICATION FOR FY 2015 STEAP GRANT FUNDING

Please complete one application for each proposed project and also indicate the priority order of all projects submitted. If applications for more than one project are submitted at different times, please reprioritize previously submitted projects with each new application. Complete submittal instructions are outlined on the last page of this application.

Applicant Town: Town of Mansfield

Tax ID (FEIN) No.:

Authorized Signatory Full Legal Name: Matthew W. Hart

Authorized Signatory Title: Town Manager

Authorized Signatory Email: [Hartmw@MansfieldCT.org](mailto:Hartmw@MansfieldCT.org)

Authorized Signatory Phone Number: 860-429-3336

Extension: N/A

Town Office Street Address / PO Box: 4 South Eagleville Road

Town Office Zip Code: 06268

Proposed Project Street Address: See Below

Zip Code: 06268

If available, GIS coordinates: Longitude: 72 49 37.26 W

Latitude: 41 49 37.26 N

If no project address is available, please provide street intersection detail.

Storrs Road (CT Route 195) and Middle Turnpike Road (CT Route 44)

Requested amount of STEAP Funding (\$500,000 max): \$ 500,000

Project Name: Four Corners Sanitary Sewer Project

Name, phone and email address of person preparing this application

John C. Carrington, 860-429-3332, [CarringtonJC@Mansfieldct.org](mailto:CarringtonJC@Mansfieldct.org)

Identify town officials and professionals that may be contacted with questions regarding this application:

Derek M. Dilaj, 860-429-3334, [DilajDM@MansfieldCT.org](mailto:DilajDM@MansfieldCT.org)

Name, phone and email address

Cherie A. Trahan, 860-429-3345, [TrahanCA@MansfieldCT.org](mailto:TrahanCA@MansfieldCT.org)

Name, phone and email address

Chris B. Wester, 860-513-1473, [wester@wseinc.com](mailto:wester@wseinc.com)

Name, phone and email address

- 1.) Provide a description of the proposed project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition and/or construction. **Please be as comprehensive as possible in the description of this project.** If necessary, attach response in a separate document. (\*Note: **only capital projects will be considered:** new construction, expansion, renovation, or replacement project for an existing facility or facilities. Project costs can include the cost of land, engineering, architectural planning, and contract services needed to complete the project. For a description of expenditures that **cannot** be funded with STEAP funds, see pg. 1).

Please see attachment.

- 2.) How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.

Please see attachment.

- 3.) What, if any, planning or design work has begun or been completed on this project?

Please see attachment.

- 4.) Is the proposed project consistent with the State Plan of Conservation and Development? (Plan detail is available at: [www.ct.gov/opm/cdplan](http://www.ct.gov/opm/cdplan).) YES or NO YES
- 5.) Is the proposed project consistent with your local Conservation & Development (C&D) Plan? YES or NO YES
- 6.) Last date local C&D Plan Adopted: 04/15/2006 (mm/dd/yyyy)
- 7.) Will the project require the conversion of lands currently in agricultural use to non-agricultural use? YES or NO See attached.
- 8.) Does the project area contain prime or important agricultural soils that are greater than 25 acres in area? YES or NO See attached.
- 9.) Does this project impact state-owned property (i.e.: state facilities, state roads and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation.

Please see attachment.

- 10.) Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, parks, cemeteries etc. *(If necessary, attach response in a separate document.)*

Please see attachment.

11.) Is this project a phase of a larger plan? YES or NO YES

If YES, please complete a through e below.  
If NO, skip to #12.

a.) What phase are you applying for? 1

b.) How many phases are there in total? 2

c.) What state agency/agencies administers/administered the previous phase(s)?

Agency Name: N/A or n/a

d.) Who is/was the state agency contact person for this project?

Agency Contact Name: N/A or n/a

e.) Attach additional information regarding the overarching, long-term plan if applicable

Attached: YES or NO See attachment.

12.) Project Funding – Please indicate whether funds are secured or prospective

Please complete the following table detailing project funding sources. Examples of the other sources include: other state grants (please specify which), federal grants (please specify which), past STEAP awards used for previous phases of the project (please specify fiscal year), etc. Under uses please indicate estimated costs including, but not limited to, professional services, acquisition, construction, renovation, contingency, etc.

Funding Sources	TOTAL	Secured Amount	Prospective Amount	Anticipated date funds will be secured
STEAP funds from this application if awarded:	500,000			
Previous STEAP funds from year: 20				
Previous STEAP funds from year: 20				
Previous STEAP funds from year: 20				
Local/Town funds:	2,500,000	2,500,000		
Private funds (specify):				
Federal funds(specify):				
Other State funds: (Specify)				
Other funds (Describe): Sewer Assessment	3,000,000	3,000,000		
Other funds (Describe): CIDEEP	3,000,000		3,000,000	6/1/2015
Other funds (Describe):				
<b>Total Project Cost:</b>				
<b>STEAP Fund Use Breakdown</b>	<b>TOTAL</b>	<b>Expended to date</b>		
Professional Services:				
Acquisition:				
Construction;	500,000	0		
Renovation:				
Other (Describe):				
Other (Describe):				
Other (Describe):				
<b>Total Project Cost</b>				

13.) Please detail amounts and types of funds, if any that have been expended to date for this project.

Please see attachment.

14.) If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.

Please see attachment.

15.) If this is a multi-phase project, please provide a brief summary of the work completed to date.

Please see attachment

16.) Should this project be awarded a STEAP grant, how soon after our contract is fully executed, would STEAP funded project work begin?

30 days / 60 days / 90 days/ 90+ days. Indicate answer here → 90 days

17.) Is there any other relevant information you feel may be helpful, please include it below:

Please see attachment.

18.) Will this project move forward if the requested STEAP funds are not awarded or are awarded only in part? Please explain.

Please see attachment.

19.) Was this project not selected in a previous round of STEAP grants?

Please see attachment.

20.) If other applications, for different projects, for this round of STEAP grants have already been submitted, please list below, in priority order, each of your projects (1 being top priority, 4 being last priority):

1.)

3.)

2.)

4.)

**Attach the following material:**

1. Site location map
2. Property boundary map
3. Two separate real estate appraisals, if land acquisition is proposed. ***\*Note: STEAP funds cannot exceed the appraised value established in the appraisals***
4. Project plans / concept plans
5. Proposed project schedule and duration of project (or project phase) to be funded by these STEAP funds should they be awarded
6. Project cost estimates supporting the request for funding (if available)
7. List of necessary local, state, and federal permits and approvals required for the project; list the status of each if applicable
8. Environmental site assessments (if applicable)
9. If applicable, any town resolution(s) in support of application for this grant

**This page must be read and signed by the Authorized Signatory of the municipality in order for the municipality/project to be considered for STEAP funding.**

My signature below, as Authorized Signatory of the Town of Town of Mansfield  
indicates acceptance of the following and further certifies that:

1. I understand that should this grant application be approved I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
2. I will comply with any grant terms and conditions required by the administering agency;
3. I understand that various permits may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review;
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the Connecticut General Statutes; and
8. I will supply the Office of Policy and Management with all documentation supporting my authority to enter into an assistance agreement, including but not limited to applicable certified minutes and by-laws from the town denoting my authority to apply for the grant and the authority to enter into such an agreement should a grant be awarded.
9. I understand that if this application leads to the award of a STEAP grant for this project, that no payment will be made for project expenses incurred prior to the start date or after the end date (as set forth in the fully executed contract), without advance written approval by the administering state agency.
10. I have read, in full, page 1 of this application package, entitled Small Town Economic Assistance Program (STEAP) Guidelines and Application.

Matthew W. Hart

Authorized Signatory's Name (Please Print)

Town Manager

Title

Signature

Date

**Please submit your completed STEAP application and required documents electronically to:**

[opm.steapapplications@ct.gov](mailto:opm.steapapplications@ct.gov)



## TOWN OF MANSFIELD

### Attachment to Application for Fiscal Year 2015 Small Town Economic Assistance Program (STEAP)

#### Four Corners Sanitary Sewer Project

##### 1. Project Description

*Provide a description of the proposed project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition and/or construction. Please be as comprehensive as possible in the description of this project. If necessary, attach response in a separate document.*

The overall sewer project is proposed to encompass an approximately 500 acre area near the intersection of Routes 44 and 195 in northern Mansfield known as "Four Corners" and is considered to be the gateway to Mansfield. The project is contemplated to include, but is not limited to, installation of approximately 21,700 linear feet of sewer piping (which includes the collection system, a trunk sewer and a force main to the University of Connecticut's wastewater treatment plant), two submersible pump stations (Jensen's and Willard's), and related equipment and appurtenances. The Jensen's pumping station is the main station for the Four Corners Sewer Project. The Willard's pumping station is proposed to avoid disturbance of a floodplain and wetland area during construction. This additional station reduces the potential for clean water entering the sanitary sewer collection system.

This application would provide partial funding for construction of the Jensen's wastewater pumping station. This is the main wastewater pumping station for the Four Corners Sewer Project with a peak capacity of 1,100,000 gallons per day allowing for the build-out of the Four Corners area in accordance with the Town's Plan of Conservation and Development. This station is required for the sewer project to convey wastewater from the Four Corners area to the University of Connecticut Water Pollution Control Facility for treatment. The pump station will be a submersible style, with a diesel powered backup generator for emergency power, and prefabricated building to house the generator and control systems. Design plans are provided in Attachment E.

##### 2. Community Development

*How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.*

The purpose of the Four Corners Sanitary Sewer Project is to develop the Four Corners area into a **vibrant and economically successful** a commercial gateway to the Town of Mansfield and University of Connecticut. This area has been known as commercial crossroads since 1808, but within the previous 50 years has seen progressive deterioration of many buildings and landscapes in the area. The plan for this area, as documented in the Town of Mansfield Plan of Conservation and



Development for over forty years, is for a mixed higher density use suitable for **economic development**.

The Four Corners area is unable to achieve this vision due inadequate supplies of water, which is being addressed through a new water main being funded and constructed by a private water company, and inadequate sanitary sewage disposal due to a high groundwater table and unsuitable soils for long-term use of on-site septic disposal systems for commercial entities. The Four Corners Sewer Project will complete the infrastructure necessary to achieve the vision of the Town of Mansfield Plan of Conservation and Development and provide employment opportunities for the residents of Connecticut and increase tax revenues for the Town of Mansfield.

A preliminary lot-by-lot analysis of potential development has been done estimating that, when water and sewer systems are available, an estimated 187,000 square feet of developed or redeveloped commercial building area, 90 new multi-family residential units, and 40 age restricted residential units could be expected in the Four Corners area. This additional development is likely to add more than \$34,000,000 to the Town's real estate property values (Grand List) over the next 10 to 15 years. When discounting the cost of Town services these properties will use, the net tax revenue to the Town is still estimated to be over \$250,000 per year.

The construction of the sewer project, subsequent construction of the high density mixed use facilities, and the tenanting of the commercial establishments will create over 30 temporary jobs and over 470 permanent jobs including service, retail, and professional positions. These estimates do not include secondary employment opportunities resulting from the additional growth resulting from build-up of the Four Corners area. This project is necessary to allow for the revitalization of the Four Corners Area into a vibrant and economically successful gateway to the Town of Mansfield and University of Connecticut because the lack of public water supply and sanitary sewers has prevented vibrant growth within the area.

### 3. Work Completed to Date

*What, if any, planning or design work has begun or been completed on this project?*

At the urging of the Connecticut Department of Environmental Protection (CTDEP), now CTDEEP, the Town of Mansfield conducted a Wastewater Facilities Plan (completed in 2008) to determine how best to address the wastewater disposal problems within the Four Corners area. The Plan identified public sewers as the most cost effective method of wastewater disposal. In 2009, the State of Connecticut Legislature passed special legislation allowing the University to accept sewage from the Town of Mansfield.

In 2009, the Town hired a consulting engineer (Weston & Sampson) to begin design of the Jensen's pumping station. Subsequently in 2014, the Town of Mansfield hired Weston & Sampson to complete design of a collection system for the Four Corners area. The Town paid for this work from the Town's General Fund. The collection system and pumping station design is at a 75 percent design stage providing the Town of Mansfield with cost estimates of the project in order to move forward



with construction. The voters in the Town of Mansfield approved the issuance of \$9,000,000 in general obligation bonds for funding construction of the Four Corners Sanitary Sewer Project. The following table outlines the status of various project activities to date:

Action Step	Status	Expected Completion Date
Four Corners Wastewater Facilities Plan	Complete	
Designation of water and sewer service area	Complete	
Special legislation to allow UCONN to accept sewage	Complete	
Referendum Authorizing \$9,000,000 of general obligation bonds	Complete	
Design of sanitary sewer collection system	Ongoing	February 2015
Design of Jensen's and Willard's Sewer Pumping Station	Ongoing	February 2015
Updated Municipal Plan of Conservation and Development	Finalizing	Expected 2015
Adoption of new zoning and design regulations for the water and sewer service area	Ongoing	May 2015

## 7 & 8 Agricultural Lands

*Will the project require the conversion of lands currently in agricultural use to non-agricultural use? Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?*

There are no active agricultural uses in the project area. According to the Connecticut Natural Resources Conservation Service map of prime farmland soils, the project area does contain over 25 acres of prime or important agricultural soils. However, much of this area has already been developed. Additionally, as shown on Attachment A, (the Planned Development Area map from the Town's Plan of Conservation and Development), the Four Corners area is one of a few areas that the town has designated for future growth, allowing the rural character of the remainder of town to be preserved.

## 9. Impacts to State Property

*Does this project impact state-owned property (i.e.: state facilities, state roads and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation.*

The Four Corners sewer project will be located within the state roadways of Route 195 and Route 44 thus temporarily impacting them during construction. The current timeline of the project coincides with construction of the UConn Technology Park and construction of the new water line. Timing of these projects will allow for the temporary disruption to the state highways to be isolated to a more narrow time window. Upon completion of the project, the various entities will need to repave portions of these routes in order to restore them to the specifications of the Connecticut Department of Transportation.



## 10. Environmental and Social Impacts

*Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, parks, cemeteries etc. (If necessary, attach response in a separate document.)*

- Traffic Impacts- The completion of the project is expected to improve traffic flow in the area as properties redevelop. The new design regulations include the elimination of curb cuts, requirements for vehicular connections between properties, and pedestrian walkways.
- Wetlands – The service area contains approximately 200 acres of wetlands. No development is proposed within the wetland areas. The Mansfield Inland Wetland Agency will be responsible for approving any proposed work within 150 feet of the wetland boundaries. Wetlands near the sanitary sewer collection system route were evaluated as part of the draft Environmental Impact Evaluation for the University of Connecticut – Potential Sources of Water Supply extension prepared by Milone and MacBroom in 2012. Excerpts from that analysis are included as Attachment B. The proposed sanitary sewer collection system and Jensen’s Pumping Station is primarily located within developed areas or within roadways minimizing the potential impact to wetlands. It is anticipated that two wetland and/or stream crossings will occur which will be completed utilizing best management practices to minimize temporary impacts.
- Endangered Species –The area generally located south of Route 195 and west of Route 44 is identified on the Department of Environmental Protection Natural Diversity Database map as potentially having endangered species or critical biological resources. This area was evaluated as part of the draft Environmental Impact Evaluation for the University of Connecticut – Potential Sources of Water Supply extension prepared by Milone and MacBroom in 2012. Excerpts from that analysis are included as Attachment B. The proposed sanitary sewer collection system and Jensen’s Pumping Station is primarily located within developed areas or within roadways minimizing the potential impact to endangered species.
- Archeological Resources – A portion of the project area is identified in Mansfield’s Plan of Conservation and Development (POCD) of potentially having pre-historic site areas. The proposed sanitary sewer collection system and Jensen’s Pumping Station is primarily located within developed areas or within roadways minimizing the potential for disturbance of archeological resources, however, in accordance with the POCD, any future development will be reviewed on a case by case basis to protect identified significant resources from adverse impact.
- Historical Structures – The Four Corners area is the location of a historic village, however, few historic structures remain, particularly along the northern and western extensions of Routes 195 and 44. The remaining historic homes along Route 195 South and Route 44 east are not included in the portion of the service area zoned for business use.
- Utilities – Other than existing electric utilities, there are no other public utilities in the Four Corners area.



**11. (e) Long-Term Plan**

*Attach additional information regarding the overarching, long-term plan if applicable*

While the extension of sewer service to the Four Corners area is a stand-alone project, it is anticipated that this service along with water being supplied by a private water company will result in the long-term redevelopment of the area. As such, the Planning and Zoning Commission is in the process of adopting new zoning and design regulations to ensure that new development provides an attractive gateway to the Town of Mansfield and the University of Connecticut. A public hearing was held on May 16, 2011, and the Commission is expected to adopt regulations this summer.

**13. Funds Expended to Date**

*Please detail amounts and types of funds, if any that have been expended to date for this project.*

Action Step	Funding Amount (\$)	Current Source
Four Corners Wastewater Facilities Plan	\$87,100	General Fund
Design of sanitary sewer collection system	\$125,000	General Fund
Updated Municipal Plan of Conservation and Development	\$	Grant

*Notes: Funds expended as of October 28, 2014*

**14. Work in Progress**

*If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.*

The Town of Mansfield has selected an engineering consultant to design the sanitary sewer collection system and Jensen’s pumping station. The consultant has provided the Town with 75% design documents along with an estimate for construction cost. This cost estimate was used to provide language for the November 4, 2014 referendum.

**17. Additional Information**

*Is there any other relevant information you feel may be helpful, please include it below:*

The Four Corners Sanitary Sewer Project is an economic development project that is consistent with the following principles and policies of the State Plan of Conservation and Development:

- Redevelop and Revitalize Regional Centers and Areas with Existing or Currently Planned Physical Infrastructure.
- Expand Housing Opportunities and Design Choices to Accommodate a Variety of Household Types and Needs. The availability of sanitary sewer project will allow for high density mixed use properties resulting in a wide range of housing options.



- Concentrate Development Around Transportation Nodes and Along Major Transportation Corridors to Support the Viability of Transportation Options. The Four Corners area is a cross roads of three Connecticut State Routes and is serviced by the Windham Region Transit District.
- Conserve and Restore the Natural Environment, Cultural and Historical Resources, and Traditional Rural Lands. The Town of Mansfield is pursuing concentrated commercial growth to limit sprawl into rural portions of the Town.
- Protect and Ensure the Integrity of Environmental Assets Critical to Public Health and Safety.
- Promote Integrated Planning Across all Levels of Government to Address Issues on a Statewide, Regional and Local Basis

**18. Will this project move forward if the requested STEAP funds are not awarded or are awarded only in part? Please explain.**

The Town of Mansfield has secured Town General Obligation bonds in the amount of \$9,000,000. The Four Corners Sanitary Sewer Project will move forward without award of a STEAP grant, however this will result in an additional burden on taxpayers within the community thus reducing the economic development impact.

**19. Was this project not selected in a previous round of STEAP grants?**

In Fiscal Year 2012, the Town of Mansfield submitted a STEAP application for the completion of an Environmental Impact Evaluation (EIE) and design of infrastructure in the Four Corners area.



**Attach the following materials:**

**1. Site location map**

Please see Attachment C.

**2. Property Boundary Map**

Please see Attachment D.

**3. Real estate appraisals (if land acquisition is proposed)**

The town is intending to acquire easements for the sewer collection system.

**4. Project Plans**

Please see Attachment E.

**5. Proposed project schedule**

The following schedule assumes a CEPA review will proceed through the Public Scoping Session and subsequent Post Scoping Session: EIE not required.

<b>Project Phase</b>	<b>Timeframe</b>
CEPA Review	December 2014-March 2015
Sewer Collection System Design	March 2014-February 2015
Wastewater Pumping Station Design	December 2009-February 2015
Environmental Permitting	December 2014-April 2015
Construction Contract Bid/Award	February 2015-June 2015
Construction	June 2015-October 2016

**6. Project cost estimates supporting the request for funding (if available)**

The cost estimates used to develop the project budget were based on information from cost estimates provided by Weston & Sampson Engineers, Inc., as provided in Attachment F.



**7. List of necessary local, state and federal permits and approvals required for the project and the status of each**

<b>Agency</b>	<b>Permit Name</b>	<b>Status</b>
Town of Mansfield	Inland Wetlands Permit	To be Submitted
State of Connecticut Department of Transportation	Encroachment Permit	To be Submitted
State of Connecticut Department of Energy and Environmental Protection	General Permit for Water Resource Construction Activities	To be Submitted
State of Connecticut Department of Energy and Environmental Protection	Inland Wetlands and Watercourses Permit	To be Submitted
United States Army Corp of Engineers	General Permit	To be Submitted

**8. Environmental site assessments (if applicable)**

An environmental assessment is being completed for the areas of the collection system that will cross wetlands areas and the Jensen's Pumping Station. This work is not yet complete.

**9. Any town resolutions in support of the project**

The Mansfield Town Council approved a resolution in support of this grant application on June 13, 2011. (Attachment G)



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; David Dagon, Fire Chief;  
Erica Sledge, Administrative Analyst  
**Date:** November 24, 2014  
**Re:** Department of Homeland Security (DHS), Assistance to Firefighters  
Grant

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**Subject Matter/Background**

The U.S. Department of Homeland Security (DHS) will once again fund the Assistance to Firefighters Grant (AFG) program for the 2014 Federal Fiscal Year. The AFG program objective is to provide funding directly to fire departments and nonaffiliated EMS organizations for the purpose of protecting the health and safety of the public and fire service personnel from fire and all other hazards. The grant application period opened on November 3, 2014 and closes on December 5, 2014. The grant application is unable to be printed until released by DHS after the close of the application period.

**Firefighting Equipment**

The department is interested in submitting a grant application to replace fire equipment, for which the grant provides funding. The department is seeking funds in this category for replacement of fire hose and firefighting nozzles.

**Financial Impact**

The total cost for replacement of department fire hose is \$87,840. If the Mansfield Division of Fire and Emergency Services is awarded a grant under the AFG program, the Town would need to contribute a monetary match of five percent (5%) or \$4,392 of the total amount of the award. Because the grant would not come in until the next fiscal year, the division would plan to budget for this expense in the FY 2015/16 capital budget.

**Recommendation**

Staff recommends that the Town Council authorize the Town Manager to execute the proposed application on behalf of the Mansfield Division of Fire and Emergency Services.

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

*Move, to authorize Town Manager Matthew W. Hart to execute the proposed Fiscal Year 2014 Assistance to Firefighters Grant application, which purpose is to support the provision of fire protection and emergency services within the Town of Mansfield.*

**Attachments**

- 1) Grant Program Summary

US Department of Homeland Security  
Funding Opportunity Announcement

**FY 2014 ASSISTANCE TO FIREFIGHTERS GRANTS (AFG)**

**Overview Information**

**Issued By**

US Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

**Catalogue of Federal Domestic Assistance (CFDA) Number**

97.044

**CFDA Title**

Assistance to Firefighters Grants

**Funding Opportunity Announcement (FOA) Title**

Fiscal Year (FY) 2014 Assistance to Firefighters Grants (AFG)

**Authorizing Authority for Program**

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 USC § 2229)

**Appropriation Authority for Program**

*Department of Homeland Security Appropriations Act, 2014* (Pub. L. No. 113-76)

**Opportunity ID Number**

DHS-14-GPD-044-000-99

**Key Dates and Time**

Application Start Date:	11/3/2014 at 8:00 AM EST
Application Submission Deadline Date:	12/5/2014 at 5:00 PM EST
Anticipated Program Office Review Dates:	01/12/2015 – 01/16/2015
Anticipated Funding Selection Date:	03/2/2015
Anticipated Award Date:	03/9/2015

**Other Key Dates**

Projected Award Start Date(s):	03/9/2015
Projected Award End Date(s):	09/21/2015

**Intergovernmental Review**

Is an intergovernmental review required?  Yes  No

Pursuant to Executive Order 12372, an intergovernmental review may be required by applicable State law or regulation. Applicants must contact their State's Single Point of Contact (SPOC) to find out about and comply with the State's process under Executive Order 12372. Name and addresses of the SPOCs are maintained at the Office of Management and Budget's home page at [http://www.whitehouse.gov/omb/grants\\_spoc](http://www.whitehouse.gov/omb/grants_spoc) to ensure currency.

## Full Funding Opportunity Announcement

### I. Funding Opportunity Description

#### Program Overview and Priorities

AFG is a suite of competitive discretionary grants comprised of three interconnected component programs—Operations and Safety, Vehicle Acquisition, and Joint/Regional—for awarding direct financial assistance to fire departments, nonaffiliated EMS organizations, and State Fire Training Academies (SFTAs).

(NOTE: For the purpose of this document and the AFG Application, the terms “Regional” and “Joint/Regional” are interchangeable.)

#### Criteria Development Panel (CDP)

FEMA annually convenes the Criteria Development Panel (CDP), a panel of Subject Matter Experts (SMEs) representing major fire service organizations, responsible for recommending fair and consistent application criteria and program priorities to FEMA.

For additional details, see Appendix B, I. Criteria Development Panel (CDP).

#### Community Classification

FEMA has determined that due to the inherent differences among urban, suburban, and rural communities, priority rankings of High , Medium , or Low  will be assigned to eligible AFG Program activities within each community, based on community type.

For additional details, please see Appendix B, VIII. Community Classifications.

#### Program Purpose and Objective

- The **purpose** of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.
- The **objective** of the FY 2014 AFG Program is to award grants directly to fire departments, nonaffiliated EMS organizations, and SFTAs for critically needed resources to protect the public, train emergency personnel, foster interoperability, and support community resilience.
- Eligible activities requested that have an immediate impact on the safety of emergency responders, other personnel, or the public may receive additional consideration during the application review process. For additional details, see Appendix B, II. AFG Programs and Eligible Activities.
- FY 2014 AFG Programs play an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

- Examples of tangible outcomes from the FY 2014 AFG Programs' allowable costs include building, sustaining, and delivering the following core capabilities:
  - Public Information and Warning
  - Operational Coordination
  - Community Resilience
  - Long-Term Vulnerability Reduction
  - Environmental Response/Health and Safety
  - Infrastructure Systems
  - Mass Search and Rescue Operations

For additional details, please see "National Preparedness Goal, First Edition, September 2011" at <http://www.fema.gov/pdf/prepared/npg.pdf>.

## II. Funding Information

### Award Amounts, Important Dates, and Extensions

Available Funding for the FOA: \$304,503,764<sup>1</sup>

Projected number of Awards:	2,700
Projected Award Start Date(s):	03/9/2015
Projected Award End Date(s):	09/21/2015

Period of Performance: 12 months from the date of award<sup>2</sup>

Applicants will be notified via email, through the AFG eGrants award management system, of the offer of an award. Applicants must accept their grant awards no later than 30 days from the award date. The awardee shall notify FEMA, the awarding agency, of its intent to accept and proceed with work under the grant or provide a written notice of intent to decline. Funds will remain on hold (for a maximum of 90 days) until the grantee accepts the award via the online AFG eGrants system. Declinations may be submitted via the online AFG eGrants system or through official correspondence (e.g., written, electronic signature, signed letter, or fax) to the Grant Programs Directorate, Federal Emergency Management Agency, 800 K. Street NW, 9th Floor North Tower, Washington, DC 20001, Fax 202-786-9938.

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<sup>1</sup> Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act, 2014*, Pub. L. No. 113-76. In the FY 2014 AFG FOA, percentages of "available grant funds" refers to the total amount appropriated—\$340,000,000—by Pub. L. No. 113-76 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 USC § 2229).

<sup>2</sup> AFG Grants are awarded on a rolling basis.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant Town Manager  
**Date:** November 24, 2014  
**Re:** Registrar Compensation for 2015-2016 Terms

---

**Subject Matter/Background**

Currently the Town of Mansfield has two Registrars. Registrars are elected by the public and serve for two-year terms. The upcoming terms for the Registrars will begin January 1, 2015 and expire December 31, 2016. Mansfield also has two Deputy Registrars whom are appointed by and serve at the will of the Registrars.

Registrars and Deputy Registrars work part-time and hours that fluctuate based on the number of elections, primaries, referendums and related matters that are conducted in any given year. The current hourly rate of pay for the Registrars is \$21.56 per hour. The Deputy Registrar current hourly rate of pay is \$16.17 per hour, or 75% of the hourly rate of pay of the Registrars.

Staff has collected the attached salary data from comparable municipalities.

A 2006 CCM study regarding registrar compensation consisted of 113 responses. Seventy-one percent of respondents (80 towns) utilized an annual stipend as the means to compensate Registrars. Of the towns utilizing the annual stipend method, many provide an additional stipend for each election, primary and referendum worked. Forty-three percent of respondents (annual stipend method) provided quantifiable data regarding election stipends and 49 percent of respondents (annual stipend method) provided quantifiable data regarding primary and referendum stipends. In addition to the annual stipend, most communities providing stipends for elections, primaries and referendums paid Registrars at a flat rate (i.e. \$300 for election, \$300 for primary, \$300 for referendum). Only a small number of respondents provide a stipend for conducting a canvass. This study has not been updated since 2006.

At its November 17, 2014 meeting the Personnel Committee voted to endorse a 3.5 percent increase to the hourly rate of pay for the Registrars and to recommend to the Council as a whole to change the Registrars compensation to

\$22.32 per hour and the Deputy Registrars compensation to \$16.74 per hour for the 2015-2016 term.

**Legal Review**

Former Town Attorney Daniel Lamont provided an opinion to former Town Manager Martin Berliner that Registrars, as elected officials, cannot receive raise(s) mid-term pursuant to the State Constitution, Article XIX. As a result, if Mansfield's Registrars are to receive a wage increase for the upcoming 2015-2016 term, now would be an appropriate time to act.

**Financial Impact**

The estimated impact of the wage increase (including payroll taxes) for one year is \$1,619 or \$3,238 during the two-year term.

**Recommendation**

The Personnel Committee recommends the following motion:

*Move, effective January 1, 2015, to change the Registrars compensation to \$22.32 per hour and the Deputy Registrars compensation to \$16.74 per hour.*

**Attachments**

- 1) Compensation - Benchmarking & Historical Data
- 2) Legal Opinion dated January 21, 1986

Registrar Compensation - Benchmarking Data

Town	Population	Hourly or Stipend	Hourly Amt.	Stipend Amt.	Avg. Hours Worked Calendar Year 2013	Notes
MANSFIELD	25,774	Hourly	\$21.56	--	734	Average of two registrars time worked in 2013 reflected.
Avon	18,386	Stipend	--	\$20,000.00	500	
Coventry	12,411	Salary	\$19.73	--	450	
Manchester	58,211	Salary	--	\$22,294.00	1000	
Newington	30,756	Stipend	--	\$1,052.00	N/A	Includes one election, Special election or referendum paid at \$1000
Norwich	40,347	Stipend	--	\$23,908.00	21	
Plainville	17,820	Stipend	--	\$9,779.00	16/20 hrs a week	
Rocky Hill	19,915	Salary	--	\$14,500.00	Do not track hours	
So. Windsor	25,846	Salary	--	\$611.11	832	
		Hourly	\$20.76	--	660	
Tolland	14,915	Stipend	--	\$10,063.88		
Windham	25,213	Stipend	--	\$5,000.00	250	

AVERAGE	26,382	--	\$20.25	\$11,912.00	530
MEDIAN	22,564	--	\$20.25	\$10,063.88	500

**Notes:**

Population estimates from DPH  
 Data completed 11/12/2014



DANIEL K. LAMONT

ATTORNEY AT LAW

126 Storrs Road, P.O. Box 384

Willimantic, Connecticut 06226

Telephone (203) 423-4591

January 21, 1986

Mr. Martin H. Berliner  
Mansfield Town Manager  
4 South Eagleville Road  
Storrs, CT 06268

Re: Registrar's Request for Pay Increase

Dear Martin:

This is in reply to your letter of January 16, 1986. Article 11 of the State Constitution was amended by Article XIX of the Amendments. The relevant effect of the Amendment is to restrict the application of the provision to elected officials. Thus, all but the Registrars themselves can receive raises without violating the Constitution. The compensation for the Registrars, because they serve two year terms, cannot be raised in mid-term.

If you have any questions, please let me know.

Very truly yours,



Daniel K. Lamont

*Hand 19*

DKL/cl

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *M.H.*  
**CC:** Maria Capriola, Assistant Town Manager  
**Date:** November 24, 2014  
**Re:** Successor Collective Bargaining Agreement with Local 2001, CSEA,  
 SEIU Professional & Technical Employees

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**Subject Matter/Background**

Staff has negotiated a proposed successor collective bargaining agreement (CBA) with our Professional and Technical Employees Union, and the Union members ratified that agreement on November 20, 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
  - 2% general wage increase in Year 2
  - 1.75% general wage increase in Year 3, with an additional 0.25% awarded if state revenues remain flat or increase
- Longevity
  - Increase of \$50 per year for longevity benefit
- Health Insurance
  - Plan design changes to the POE plan as of 1/1/2015, 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 (1/1/2015): PPO increases to 17%, POE Plan to 16%
    - Year 3: POE Plan increases to 17%

- 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 \$15 per month to \$225/month (parity with other employee groups)
- Leave Benefits
  - Cannot accrue sick leave, personal leave or floating holiday leave for any absence in excess of ninety days (this rule already applied to vacation leave)
  - Updated permissible uses of sick leave to reflect CT Sick Leave Law requirements
  - While on LTD can only use vacation leave to supplement the LTD benefit (reduces Town's premium expenses)
- Updated the anti-discrimination provisions to include reference to genetic information, gender identity
- Extended grievance timelines for both parties

### **Financial Impact**

The Professional and Technical Employees Union represents approximately 41 Town employees. Due to significant staffing transitions in FY 13/14 and 14/15<sup>1</sup>, there is no estimated aggregate budget impact for Year 1 of the contract. The total impact of all costs for Year 2 is an estimated increase of \$97,820<sup>2</sup> (3%) and in Year 3 an estimated increase of \$136,316<sup>3</sup> (4%). The cumulative percentage change from FY 12/13 (previous CBA) to the end of Year 3 of the successor CBA is 7.3% or an average increase of 2.4% 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 PPO and POE plans on 1/1/2015; 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, as well savings in salary and MERS expenditures to cover the costs associated with the successor CBA. For more detailed estimates please refer to the attachment.

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<sup>1</sup> Seven new employees appointed to positions in this bargaining group primarily due to retirements.

<sup>2</sup> Primarily due to health insurance claims experience impacting the rates of the plans.

<sup>3</sup> Estimates being fully staffed after a 2 year transition period; health insurance claims experience will continue to impact the rates of the plans.

### **Recommendation**

The Council has three options. Option 1 is to vote 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. If the Town Council supports this recommendation, the following motion is in order:

*Move, effective November 24, 2014, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield and Local 2001, CSEA, SEIU – Professional & Technical employees, which agreement shall enter into effect on 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, the parties will be referred to a mediator. 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**  
**Professional/Technical Union - Salary and Benefits Estimates - July 1, 2013 - June 30, 2016**

Fiscal Year	Est. Salaries (Base)	One-Time Payment	Overtime	FICA	Medicare	MERS	Longevity	Life Ins.	STD Ins.	LTD Ins.	Health Ins. (Town Share)	Total	% Change
FY 2012/2013	2,298,284	--	8,705	143,033	33,451	271,994	25,809	7,446	12,553	13,951	393,670	3,208,897	
Year 1 - FY 2013/2014	2,300,443	5,751	14,529	143,885	33,650	277,334	25,540	7,453	12,565	13,964	372,389	3,207,503	0.0%
Year 2 - FY 2014/2015	2,306,161	--	20,380	144,246	33,735	278,720	22,768	8,095	12,596	13,998	464,626	3,305,323	3.0%
Year 3 - FY 2015/2016	2,410,689	--	14,538	150,364	35,166	290,542	23,279	8,462	13,167	14,633	480,799	3,441,639	4.0%
Years 1-3 of Contract - Total	7,017,293	5,751	49,446	438,494	102,551	846,595	71,587	24,010	38,327	42,595	1,317,814	9,954,465	

Assumptions/Notes:

Estimated salaries includes all funds.

Estimated salaries includes 1.75% GWI Year 1, 2% GWI Year 2, 2% GWI Year 3.

MERS increased 0.19% in Year 1.

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

Life insurance premium rate increased 7/1/2014.

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

Health insurance employee share of premium increases mid year in Year 2 and in Year 3. Plan rates not yet finalized for new plans. Used 8% trend for Year 3.

FY 13/14 and FY 14/15 were significant transition years due to retirements; appointed seven new prof/tech employees in last two years.

*Draft Tentative Agreement (TA) – 11-5-14*

*Green font represents new language, with strikethrough represents deleted language.*

## **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF MANSFIELD**

**AND**

**LOCAL 2001, CSEA, SEIU**

**Professional and Technical Employees**

~~July 1, 2010 – June 30, 2013~~

July 1, 2013 – June 30, 2016

## TABLE OF CONTENTS

	Preamble .....
I	Recognition .....
II	Union Security .....
III	Union Business .....
IV	Management Rights .....
V	Vacancies .....
VI	Probationary Period .....
VII	Seniority and Layoff .....
VIII	Job Classifications.....
IX	Wages and Hours .....
X	Overtime .....
XI	Holidays .....
XII	Sick Leave .....
XIII	Other Leaves of Absence .....
XIV	Family Leave .....
XV	Separation Leave .....
XVI	Vacations .....
XVII	Insurance Program .....
XVIII	Flexible Benefit Plan.....
XIX	Pensions .....
XX	Education Assistance.....
XXI	Clothing .....
XXII	Disciplinary Procedure.....
XXIII	Grievance Procedure.....
XXIV	Outside Employment .....
XXV	Non-Discrimination .....
XXVI	No Lockout-No Strike .....
XXVII	Workers' Compensation .....
XXVIII	Complete Agreement .....
XXIX	Severability Clause .....
XXX	Supervisor's Unit .....
XXXI	Duration .....
Addendum	Supervisors .....
Appendix A	Position, FLSA Status & Salary Ranges .....
Appendix B	Pay Grade Step Detail .....
Appendix C	Health Insurance Plan Design Summary .....

**COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE TOWN OF MANSFIELD AND LOCAL 2001, CSEA, SEIU**

**Preamble**

This agreement is entered into this first day of July 2010 2013 by and between the Town of Mansfield, Connecticut (Town) and Local 2001, CSEA, SEIU (Union).

**Article I  
Recognition**

**Section 1:** The Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for only those Town employees who regularly work twenty (20) hours or more per week in the classifications of administrative assistant, administrative services manager specialist, aquatic director, assistant animal control officer, assistant to the assessor, ~~assistant to collector of revenue~~, assistant town clerk, assistant town engineer, assessor, animal control officer, clerk of the works, collector of revenue, finance clerk, housing inspector, library assistant, library associate, member services coordinator, payroll administrator, planning and community development assistant, program coordinator (senior center), project engineer, property appraiser, public works specialist, receptionist, recreation coordinator, recreation supervisor (aquatics, health & fitness, recreation), recycling and refuse coordinator, revenue specialist, senior center coordinator supervisor, social worker (adult, senior, youth), youth services coordinator, zoning enforcement officer.

**Section 2:** As used in this Agreement, these items are defined as follows.

- a. "Full-time position" means a position with a normal work schedule of at least thirty-five (35) hours per week or more on a year-round basis.
- b. "Part-time position" means a position with a normal work schedule of twenty (20) or more hours per week but less than thirty-five (35) hours per week on a year-round basis.
- c. "Employee" means a full-time, year-round employee employed in a regular position who has completed a probationary period, as well as a part-time, year-round employee employed in a regular position working twenty (20) or more hours per week but less than thirty-five (35) hours per week who has completed a probationary period.
- d. "Temporary employee" means any employee appointed to a temporary position established for a designated period of time not to exceed three months, or temporarily appointed to fill a regular position.

## Article II Union Security

### **Section 1:**

a. The Town agrees to deduct Union membership dues and initiation fees uniformly assessed of its members by the Union from the pay of those employees who voluntarily authorize such deductions in writing. The Town further agrees to deduct from the pay of any employee who voluntarily authorizes in writing such deductions a Political Action Organization Fund deduction up to one dollar (\$1.00) per pay period.

b. 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.

c. The Union shall establish and maintain such procedures as are required by law for the determination, assessment and administration of agency service fees. The Union shall make information concerning the agency service fee and employee rights concerning the fee available to all employees.

**Section 2:** The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rates of fees and dues.

**Section 3:** The deduction of Union fees and dues and political action organization fund deductions for any month shall be made during the applicable month and shall be remitted to the financial officer of the Union not later than the third Thursday of the following month. The monthly dues remittance to the Union shall be accompanied by a list of names of employees from whom wage dues deductions have been made.

**Section 4:** No dues or fees will be deducted when an employee is in an unpaid leave status or is not receiving a paycheck from the Town.

**Section 5:** The Union shall indemnify and hold the Town harmless from any and all demands, suits, complaints, claims, costs and liabilities including reasonable attorney's fees and the cost of hearings caused by or arising out of the administration or enforcement of this article.

**Article III  
Union Business**

**Section 1:** A grievance committee comprised of the Union president/steward and two members shall be allowed a reasonable amount (one hour per month or less) of paid working time to perform labor-management business, including but not limited to the investigation and presentation of grievances, and communicating with bargaining unit members and with the Union office. Notwithstanding the foregoing, the Union or the steward will be responsible to reimburse the Town for any long distance calls made on a Town telephone.

Before engaging in such labor-management business on Town time, the steward will, whenever possible, seek prior approval from management. The Town agrees such approval will not be unreasonably withheld.

**Section 2:** When grievance, arbitration or labor board hearings take place during normal working hours, employees whose attendance is reasonably required by 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.

**Section 3:** Each employee will be provided with an electronic copy of this agreement within thirty (30) days after it becomes effective. This agreement will be placed on the employee intranet. New hires will be given an electronic copy at the time of hire. The Union president/steward shall be provided thirty (30) minutes of paid working time to meet with the new employee. The Town shall provide the Union president/steward with an updated roster annually or upon the Union's request. The roster will include the name of all employees in the bargaining unit, their home address, positions, salary, current step, date of hire, date of joining the bargaining group. ~~Additionally, the Town will copy the steward on employment letters for all new hires that are bargaining unit members.~~ The Town shall provide written notification to the union chapter president and assigned staff representative in each of the following instances:

- a) Separation of a bargaining unit employee;
- b) Hiring of a bargaining unit employee;
- c) Promotion of a bargaining unit employee;
- d) Intention of the Town to hire a temporary employee to perform bargaining unit work as outlined in Article I, section 2d;
- e) Intention of the Town to contract out bargaining unit work as contemplated in Article IV, Section 1e.

**Section 4:** 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) days prior to the first day of such requested leave.
- b. The department head may require that the employee furnish evidence of attendance at a conference, institute or seminar.
- c. No more than an aggregate total of three (3) personal days of leave from scheduled duty shall be granted annually with pay under this section.
- d. 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 requested leave would be detrimental to the best interests of the department because of operating requirements.

**Section 5.** The Town agrees to participate in quarterly labor-management meetings upon the Union's request. Union members would not be paid for time that extends beyond the end of the workday.

#### Article IV Management Rights

**Section 1:** Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain whether exercised or not, all the rights, responsibility and prerogatives of management of the affairs of the Town and direction of the workforce, including, but not limited to, the following.

- a. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- b. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- c. To discontinue processes or operations or to discontinue their performance by employees.
- d. To select and to determine the number and types of employees required to perform the Town's operations.
- e. To employ, transfer, promote or demote employees, or to lay off, terminate for just cause or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town. The Town

may enter into contracts or sub-contracts to perform bargaining unit work when it is in the Town's best interests to do so.

f. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them and to the Union.

g. To create job descriptions and specifications and revise existing job descriptions and specifications.

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

**Section 2:** The above rights, responsibilities and prerogatives are inherent in the Town of Mansfield and by virtue of statutory and charter provisions are not subject to delegation in whole or in part.

#### Article V Vacancies

**Section 1:** The Town encourages employees to develop skills, attain greater knowledge of their work and make known their qualifications for promotion to more responsible and difficult positions within the bargaining unit. When the Town Manager determines that an insufficient number of well-qualified employees is available from within the classified service, outside applicants may be considered in order to provide an adequate number of candidates for consideration. When the qualifications of two candidates are equal in the judgment of the Town Manager, the applicant with the most seniority will be awarded the position. No more than three well-qualified employees shall be required in order for the position to be filled from within the classified service.

**Section 2:** When the Town determines a vacancy is to be filled, the Town agrees to post a notice of the vacant position via email and on the employee intranet. Job announcements shall be posted via hard copy at work locations in which there is a bargaining unit member(s) without a Town provided email account. The notice shall be posted for a period of not less than five (5) working days.

#### Article VI Probationary Period

**Section 1:** Every person appointed to a regular position or promoted to a higher or new classification shall be required to successfully complete a probationary period which shall be of sufficient length to enable the department head or Town Manager to observe the employee's ability to perform the principal

duties pertaining to the position. The probationary period shall begin immediately upon appointment or promotion and shall continue for not less than six (6) months or more than twelve (12) months. Any leave or period of worker's compensation in excess of five (5) working days shall be excluded from the time counted as probationary period.

**Section 2:** If after a minimum of six months has been completed, and the supervisor, department head or Town Manager determines that the employee's performance is satisfactory, the probationary period may be determined to be ended. Such action shall be in writing to the employee with a copy to the Town Manager. Written notification must be given to the Town Manager prior to the completion of twelve (12) months' service, as stated in Section 1 above.

**Section 3:** At any time during the probationary period, the department head or Town Manager, in his/her sole discretion, may terminate an employee if the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that the individual's work habits and dependability do not merit continuance in the position. Such action shall be in writing to the employee with a copy to the Town Manager. Successful completion of the probationary period must occur within twelve (12) months or the employee shall be terminated.

An employee appointed through promotion who does not successfully complete the probationary period shall be reinstated in a position in the class occupied by the employee immediately prior to promotion if such a position is available. If such position is not available, the individual will be offered an appointment to a similar position for which s/he is qualified if there is a vacancy in such a position. If neither a position in the same class nor a similar position is available, the employee may displace the least senior employee in the class occupied immediately prior to promotion, provided the displaced employee is less senior than s/he. If none of these options results in the individual obtaining a position, s/he shall be placed on a reappointment list.

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

**Section 4:** Probationary employees shall accrue the same benefits as regular employees with the following exceptions:

- a. Vacation days earned during the first six (6) months of employment-cannot be utilized until six (6) months of employment have been completed.

- b. New hires cannot utilize personal days until probation has been completed. This subsection shall not apply to existing Town employees that are completing a probationary period as part of a new appointment.
- c. Promotional opportunities shall not be available to probationary employees.
- d. Insurance shall take effect after an initial waiting period as determined by the Town's insurance carriers, normally the first day of the calendar month following an employee's date of hire.

## Article VII Seniority and Layoff

**Section 1:** Seniority shall be defined as an employee's length of continuous full-time service with the Town from the first day of work since his/her most recent date of hire. At the time of initial hire, probationary employees shall have no seniority during the period of his/her probation, but at the expiration of such period, they shall immediately accrue seniority from their date of hire.

**Section 2:** The term layoff means involuntary separation from employment because of lack of work or funds, elimination of the 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.

**Section 3:** The Town, in its discretion, shall determine whether layoffs are necessary.

- a. Order of Layoff. When a position must be discontinued or abolished because of a change in duties, reorganization, lack of work or lack of funds, if it is determined that layoffs are necessary, employees will be laid off in the following order within classification: temporary and seasonal employees; probationary employees.
- b. In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.
  - i. If no bumping opportunity exists for the affected employee within classification, he/she shall have the option to accept the layoff or to bump the least senior employee in a position with a lower pay grade in his/her job classification grouping, provided that he/she is

capable and qualified at the time of bumping to perform the job of the least senior employee in the same job classification grouping who will then be laid off. The determination and decision as to the capability and qualifications of the employee to perform the job of the least senior employee in the same job classification grouping who is to be bumped shall be made in the sole discretion of the Town Manager, but shall be subject to the grievance and arbitration procedure in the event of a dispute. Classification groupings are as follows:

- Receptionists, Administrative Assistants
- Library Assistants, Library Associates
- Finance Clerk, Revenue Specialist
- Recreation Coordinator, Recreation Supervisor
- Social Workers (youth, adult, senior), Youth Services Coordinator
- Clerk of Works, Project Engineer, Assistant Town Engineer
- Assistant to Assessor, Property Appraiser, Assessor
- Revenue Specialist, Revenue Collector

For example, an administrative assistant could bump a receptionist, but a receptionist could not bump an administrative assistant. Another example is that the assessor could bump a property appraiser, but a property appraiser could not bump an assessor.

**Section 4:** A regular employee with a satisfactory employment record who is laid off from employment in the Town shall be placed on an appropriate re-employment list for the classification that s/he held at the time of lay-off. The name of any employee on the re-employment list shall remain on such list for a period of eighteen (18) months provided that such employee does not refuse a reappointment to a comparable regular/non-temporary position and provided such employee does not request removal of his/her name from the re-employment list. For the purpose of this section, failure to respond to a written offer of recall within seven (7) days of the date on which it is issued by the Town Manager shall constitute a refusal of reappointment.

When an employee is to be recalled in a classification, the first to be offered recall shall be the employee in that classification who has the greatest seniority.

**Section 5:** Seniority shall be broken only by the following:

- a. discharge for cause;
- b. retirement;
- c. resignation;
- d. failure to report for duty within seven (7) working days after notification of recall (unless waived in accordance with preceding section);

- e. layoff of more than eighteen (18) months.

Seniority accumulation shall be suspended, but not broken, during layoff or approved leave of absence without pay for a period of more than five (5) working days.

**Section 6:** The Town shall give notice in writing to the Union and any employee selected for layoff no later than fourteen (14) calendar days prior to the layoff. The Union will be copied on the formal written communication given to the affected employee(s).

## Article VIII Job Classifications

**Section 1:** Each employee shall be provided with a copy of his/her current job description upon request. It is understood that an employee's work assignments may include responsibilities or duties that are not listed as a part of the job description, but which are related duties and responsibilities that could normally or reasonably be expected to be required in accordance with the overall Job description.

**Section 2:** Working out of Class

If, after a period of sixty (60) days, an employee reasonably believes that s/he is being required to perform a majority of the duties of a higher classification, (e.g. a library assistant performing the duties of a library associate) the following procedure shall apply.

a. The employee may file a grievance at Step Two of the grievance procedure. The grievance shall state the duties at issue and the title of the higher classification. If the Town Manager agrees that the employee has been performing the majority of the duties of a higher classification for a period in excess of sixty (60) days, the Town Manager may order removal of the duties or may order reclassification of the employee to the higher classification on a temporary or ongoing basis effective retroactive to the date of the filing of the grievance.

b. If the Town Manager denies the grievance on the grounds that the employee is not performing a majority of the duties of a higher classification, the Union may seek arbitration of the grievance in accordance with the arbitration provisions of Article XXI. However, in any such arbitration, the arbitrators shall be limited to making a determination of whether the employee is performing a majority of the duties of a higher classification to such an extent as to warrant a remedy. The remedy for such a finding shall be as follows.

(1) The employee will receive back pay for the period of time that s/he was performing such duties, but not prior to the date of the filing of the grievance.

(2) If the duties at issue are still being performed as of the date of the arbitration award, the Town shall have the option to remove the duties or to reclassify the employee on a temporary or ongoing basis.

**Section 3:** Change in Existing Positions

If the Town changes the duties of an existing position/title, and the Union or the Town believes that such changes are so substantial as to merit a change in the pay range for that position/title, the following procedure shall apply.

a. The Town Manager and/or his/her designee(s) shall meet with the Union to discuss any questions or concerns regarding the changed job and to negotiate the pay level.

b. In the event that the Town and Union disagree on the pay range to be assigned to the changed job, the dispute shall be submitted to interest arbitration in accordance with *Connecticut General Statutes § 7-473c*.

c. A change in an existing position pursuant to this section shall not be subject to the posting requirements of this contract.

d. Pending the outcome of interest arbitration, the Town may pay the employee at the lower of the pay ranges proposed by the Town. Any award, however, shall be retroactive to the arbitrator's finding of the date of the change in the existing position.

Every effort will be made by both parties to expedite the discussions, negotiations and/or interest arbitration with respect to this section.

**Section 4:** Reclassification

When Sections 2 and 3 of this article do not apply, an employee may make a written request for a review of the classification of his/her position at any time, provided no such review had been made in the previous twelve months. The reclassification request shall be handled according to the following procedure.

a. The request shall be made through the department head with a copy to the Union President. The department head shall forward the request to the Town Manager.

b. Upon completing his/her investigation, the Town Manager may reclassify the position effective on the date of his/her decision or may order removal of the duties. A reclassified position, including a change in title, shall not be subject to the posting requirements of this contract.

c. If the employee's request and information from the department disclose that the employee is performing such duties as to require the creation of a new job classification, the Town Manager may develop a job description and assign a pay range for the new position or may order removal of the duties. The pay range for the new job classification shall be negotiated with the Union.

For purposes of this section, the decision of the Town Manager and the Union shall be final and shall not be subject to review under the grievance and arbitration provisions of this Agreement.

**Section 5:** Creation of New Positions

The following procedure shall apply whenever, during the terms of this Agreement, the Town establishes a new position that the Town views as appropriately placed within the bargaining unit represented by the Union. This procedure shall not apply to new job classifications that result from a reclassification request conducted pursuant to Section 4 of this article.

a. A copy of the job description and a proposed pay range shall be submitted to the Union.

b. Upon request, the Town Manager and his/her designees shall meet with the Union to discuss any questions or concerns concerning the new position and to negotiate the pay level. The Town must receive such request within two weeks of its transmittal of the job description and proposed pay range to the Union.

c. In the event that the Town and the Union disagree on the pay range to be assigned to the new position, the dispute shall be submitted to interest arbitration in accordance with *Connecticut General Statutes § 7-473c*.

d. Pending the outcome of interest arbitration, the Town may fill a position in a new job title at the lower of the pay ranges proposed by the Town. Any award, however, shall be retroactive to the filling of the position.

Article IX  
**Wages and Hours**

**Section 1:** The normal workday for full-time regular employees shall be:

a. A total of thirty-five (35) hour work week for Town hall employees:

Monday-Wednesday	8:15 a.m.	to	4:30 p.m.	(one hour unpaid lunch)
Thursday	8:15 a.m.	to	6:30 p.m.	(one hour unpaid lunch)
Friday	8:00 a.m.	to	12:00 p.m.	

The work schedule of employees may be adjusted or "flexed" to accommodate staffing needs such as evening and weekend work. Work schedules of employees may be adjusted at the employee's request and upon the approval and at the discretion of the department head. Employees flexing their work schedules must do so in accordance with the parameters established in the flex time policy established by management.

b. Thirty-five (35) hour workweek employees not working at Town Hall shall have their work schedule prepared by the department head. Split shifts are permissible only upon mutual consent of the employee and his/her department head.

c. Where service to the public is required on a basis other than the above (seasonal, 24-hour, varied), work schedules shall be prepared by the relevant department head with the approval of the Town Manager.

**Section 3:** Hours for part time employees must be regularly scheduled or may be set on an as needed basis. If adjustments are required as determined by management, at least five working days notice will be provided unless circumstances are such that twenty-four hour notice can only be given.

**Section 4:** The Town Manager may authorize the inclusion of a ten-minute rest period during each half of the daily schedule as time actually worked. The department head will schedule specific times for rest periods and may combine both into one twenty-minute period. On Thursdays, the Town Manager may authorize the inclusion of an additional ten-minute break. On Fridays, the Town Manager may authorize the inclusion of one ten-minute rest period.

**Section 5:** Longevity pay is provided in the pay plan to give financial recognition for long and faithful full-time service to the Town.

a. Annual longevity payments shall be based on the following schedule: ~~effective July 1, 2010.~~

	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

b. Longevity pay shall be earned on the Sunday following the employee's anniversary hiring date during the fiscal year and will be 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.

c. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Prior years of full-time service which have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the Town Manager. Only full-time, permanent employees are eligible for longevity pay.

**Section 6:** An employee may receive an increase in salary annually for meritorious service consistent with the approved pay plan. Increments are not to be considered automatic or based on length of service alone. Such increase shall be given upon the recommendation of the employee's department head.

**Section 7:** The entrance pay rate of a class shall normally be offered for recruitment purposes and shall normally be paid upon appointment to the class. The Town Manager may approve initial compensation at a rate higher than the minimum in the pay range for the class when the needs of the service make such action necessary, provided that:

a. The qualifications of the applicant are outstanding in relation to those of competing applicants; the qualifications of the applicant are substantially in excess of the requirements of the class; and the applicant cannot be hired at the minimum rate; and/or

b. There is a shortage of qualified applicants available at the minimum rate of the range.

c. The new employee will not be paid at a rate higher than that paid to incumbent employees in the same job classification with comparable experience.

**Section 8:** When a regular employee is transferred or reclassified from a position in one class to a position in another class at the same grade, s/he shall continue to be paid at the same rate.

**Section 9:** When a regular employee is demoted to a lower grade, the salary shall be set at:

a. If the action is not for cause, the same rate as the employee earned prior to the demotion provided said rate is within the range of the lower grade and the employee may move only to the next higher step at the time of his/her next annual increment; and if the employee's rate prior to demotion is above the range of the lower grade, the new rate shall be the maximum of the lower range.

b. If the action is for cause, the appropriate rate in the lower grade that is at least two steps less than the employee's existing salary as determined by the Town Manager.

**Section 10:** When an employee is promoted to a class that is one (1) grade higher than his/her current class, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately five (5) percent over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a five (5) percent increase, the increase shall be the highest rate available in the pay rate for that class.

When an employee is promoted to a class that is more than one (1) grade higher than his/her current class, the beginning rate shall be at the lowest step in the higher range that will provide an increase of approximately ten (10) percent over the rate received prior to promotion, provided the new range will permit such an increase. If the pay range for the class does not allow for a ten (10) percent increase, the increase shall be the highest rate available in the pay rate for that class.

**Section 11:** Upon satisfactory completion of probation following initial appointment or promotion, the salary of a regular employee may be advanced a half step.

**Section 12:** At the completion of the first 52 weeks of service, the employee may be advanced, upon recommendation of the department head and approval of the Town Manager, to the next higher rate above the hiring rate in the appropriate salary range provided performance has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head concerned and approval of the Town Manager as follows:

a. An employee whose performance is considered to be satisfactory may receive one step each 52 weeks until the base maximum is reached.

b. An employee whose performance is considered to be outstanding may receive one additional step each 52 weeks until the base maximum is reached. No employee shall be granted more than two step increases in any one year.

**Section 13:** 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

FY 10/11 13/14

FY 11/12 14/15

FY 12/13 15/16

July 1	1.75%	2%	Re-opener 1.75% or 2% (See 13a)
<del>January 1</del>	<del>4.5%</del>	<del>4.5%</del>	<del>Re-opener</del>
May	1 time payment equivalent to 0.25% of salary	--	--

a. 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 12/13 (\$18,266,530), 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.

## Article X Overtime

**Section 1:** From time to time, the Town Manager may prescribe periods of overtime work to meet operational needs. Complete records of overtime of non-exempt employees shall be maintained by Finance. Overtime shall be compensated only when properly authorized as prescribed by the Department Head. The Town Manager shall maintain a list of Fair Labor Standards Act (FLSA) designations for all positions within the bargaining unit and include the list under Appendix A of this agreement.

**Section 2:** Because exempt personnel have an obligation that goes beyond fixed work schedules, these employees shall not be paid for overtime work except under exceptional circumstances and with prior written approval of the Town Manager.

- a. Exempt personnel will accrue compensatory time after working forty (40) hours in any one week. Paid leave shall be considered workdays for the purpose of earning compensatory time.
- b. Except for employees assigned to the Community Center, exempt employees will accrue compensatory time at the rate of time and a half for each hour worked on a Sunday, holiday or vacation. Exempt employees assigned to the Community Center shall earn compensatory time at the rate of time and a half for each hour worked on the 7th consecutive day of work.
- c. The compensatory time earned by an exempt employee can be taken with the approval of his/her supervisor. ~~Compensatory leave balances in excess of one hundred and five (105) hours on May 1<sup>st</sup>, 2012 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of seventy (70) hours on May 1<sup>st</sup>, 2013 shall be forfeited unless carryover is approved by the Town Manager. Compensatory leave balances in excess of thirty-five (35) hours on May 1<sup>st</sup>, 2014 and beyond shall be forfeited annually on May 1<sup>st</sup> unless carryover is approved by the Town Manager.~~

**Section 3:** When a full-time non-exempt employee is required to work in excess of the normal workweek, s/he will receive payment as follows:

- a. Regular hourly rate up to forty (40) hours per week, and one and one-half times the regular hourly rate for all hours worked over forty (40) hours per week.
- b. One and one-half the regular rate for all work on Sundays, except for employees assigned to the Library and the Community Center. Employees assigned to the Library and the Community Center shall be paid one and one-half the regular rate for all work on the 7<sup>th</sup> consecutive day of work.
- c. Paid leave shall be considered workdays for the purpose of computing overtime.
- d. When a full-time employee in a non-exempt position is officially ordered to report back to work for emergency service or to attend a Town meeting after departing from his/her regularly scheduled shift, the employee shall be compensated for all hours worked at the rates set forth in Article IX or two hours pay at his/her regular rate, whichever is greater.

**Section 4:** A regular non-exempt full-time employee may request compensatory leave at the appropriate overtime rate in lieu of payment. Compensatory leave shall be scheduled at a time mutually agreeable to the employee and the department head and may accumulate within the fiscal year up to a maximum of thirty-five (35) hours, but shall not be carried into the next fiscal year. Compensatory time earned and not taken within the fiscal year shall be paid at the rate in which it was earned in the last pay period of the fiscal year.

## Article XI Holidays

**Section 1:** The following holidays shall be observed as days off with regular straight time pay.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
A Floating Holiday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

**Section 2:** 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.

**Section 3:** Except for employees assigned to the Community Center, all work performed by bargaining unit employees on the above-enumerated holidays shall be paid for at a time and one-half rate of pay or compensatory time. Exempt employees shall be eligible for compensatory time only. Such pay or compensatory time shall be in addition to the holiday pay to which those employees are entitled. In lieu of this provision, Community Center staff whose regularly scheduled workdays include holidays will receive their regular pay for working on the holiday and a day off scheduled by mutual agreement of the employee and the employee's supervisor in lieu of the holiday.

**Section 4:** Regular part-time employees whose normal work week is 20 hours or more shall receive holiday pay in proportion to their normal work week.

## Article XII Sick Leave

**Section 1:** Subject to the provisions of this Article, an employee will be allowed to use accrued sick leave for the following reasons:

- a. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- b. Enforced quarantine in accordance with public health regulations.

c. To meet medical or dental appointments when an employee has made reasonable effort to secure appointments outside his/her 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 (defined as parent, child, spouse requiring his/her personal attention and resulting from causes beyond his/her control not to exceed ~~three (3)~~ five (5) days in each fiscal calendar year except as otherwise stated in the Town's FMLA policy.

e. Sexual assault or family violence.

### **Section 2:**

a. Regular employees whose normal work week is thirty-five (35) hours or more shall be eligible for sick leave with pay during and after his/her probationary period at a rate of 8.75 hours per month, not to exceed a maximum accrual of 210 hours. Employees working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status; the maximum accrual will also be prorated based upon their FTE status. Part-time employees who are scheduled to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave may be utilized in no less than one-hour increments.

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.

c. No employee and/or his/her estate are entitled to receive payment for accrued sick leave upon separation from service for any reason, including but not limited to termination, retirement and death.

**Section 3:** 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.

**Section 4:** On the first day of absence from work due to illness, the employee's supervisor must be notified no later than one (1) hour after the beginning of the scheduled work assignment. In cases 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. If an employee is absent for more than one (1) day, the employee shall notify the supervisor of his/her expected date of return. 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.

**Section 5** The Town shall provide short and long term disability insurance for eligible employees as defined in Article I, Section 2. While an employee is on disability leave, both the employee and the Town shall remain responsible for paying their respective portions of the costs of group health insurance that the employee is otherwise eligible to receive as defined in Article XVII.

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 vacation ~~any form of accrued~~ leave to supplement their long-term disability benefit; employees may utilize earned vacation 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 XIII

#### Other Leaves of Absence

**Section 1:** For all leave other than holiday, sick, injury and bereavement leave, a written request on forms prescribed by the Town Manager indicating the kind of leave, duration, and dates of departure and return must be approved by the Town Manager or designee prior to the taking of leave. In the case of sick, injury or bereavement leave, the forms shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by an approved leave form, an employee shall not be paid for any absence from scheduled work hours.

**Section 2:** All employees covered by this agreement who have completed their probationary period may request, and department heads may grant, up to a

maximum of three (3) personal leave days per year with pay. Personal leave time will not be carried over from fiscal year to fiscal year and may not be taken in less than one-hour intervals of their normal working day. 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.
- b. Other good and sufficient personal reasons.

**Section 3:** In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) days paid leave. Part-time employees' days will be based on their actual hours worked. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, s/he shall be granted an additional day off with pay. All days must be taken within one week of the funeral. Immediate family includes only spouse, children, step-children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, great grandparents, a person for whom the employee or the employee's spouse is the legal guardian, any other family member domiciled in the employee's household, and domestic partner regardless of gender. Domestic partner is defined as an individual in a cohabitating relationship of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future.

**Section 4:** The Town Manager may grant a regular full-time employee leave of absence without pay for travel or study for a period not to exceed one (1) year. Such leave shall be granted only after consideration of the service record of the employee and when it will not result in undue harm to the Town's interests. No leave without pay shall be granted except upon written request of the employee and a signed statement by the employee promising to serve the Town for a minimum of one (1) year after return from such leave. Part-time employees are not eligible for leave under this section.

**Section 5:** Court Appearance or Administrative Hearing: A regular employee subpoenaed or directed by proper authority to appear as a witness for a federal, state, county or municipal government, in a matter not related to official duty (such as providing expert testimony), shall be granted leave with full pay for the period he/she is to appear. No leave shall be required for any appearance in connection with official duty. Regular part-time employees whose normal work week is 20 hours or more shall receive pay pursuant to this section in proportion to their normal work week.

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

Article XIV  
**Family and Medical Leave**

**Section 1:** An employee 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, with the exception of five (5) vacation days. 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 XV  
**Separation Leave**

**Section 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 retain his/her health insurance benefits as he/she would as an active employee.

Article XVI  
**Vacations**

**Section 1:**

a. Regular employees as defined in Article I, Section 2 whose normal work week is twenty (20) hours or more are eligible to accrue vacation leave. Employees defined in Article I, Section 2 working twenty (20) or more hours per week but less than thirty-five (35) hours per week shall accrue leave on a prorated basis based upon their FTE status.

b. Vacation leave shall be accrued 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. 1<sup>st</sup></u>
Six months - 35 hour work week employees	5.84 hrs/mo ≈ 5 days	35 hours ≈ 5 days
1 year up to but not including 5 years - 35 hour work week employees	5.84 hrs/mo ≈ 10 days/yr	140 hours ≈ 20 days

5 years up to but not including 10 years - 35 hour work week employees	8.75 hrs/mo ≈ 15 days/yr	175 hours ≈ 25 days
10 years up to but not including 25 years - 35 hour work week employees	11.67 hrs/mo ≈ 20 days/yr	210 hours ≈ 30 days
25 years and over - 35 hour work week employees	14.59 hrs/mo ≈ 25 days/yr	245 hours ≈ 35 days

- i. Vacation leave earned in any month of service may be used in any subsequent month.
  - ii. Employees with approved leaves of absence of ninety (90) continuous calendar days or less shall continue to accrue vacation leave as defined in 16b.
  - iii. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.
- c. To apply for vacation leave, employees shall submit a Request For Leave form to their department head. Vacations shall be scheduled by each department head in accordance with departmental requirements giving preference to employee choice according to seniority.
- d. In order to assure the orderly performance and continuity of those municipal services provided by the employees and their respective departments, each employee wishing to schedule a vacation should request such leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. In order to better assure that their vacations may be scheduled when they want them, employees should make their requests as far in advance as possible.
- e. Eligible employees as defined in 16a 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 16b. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1<sup>st</sup> of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to Human Resources no later than October 15<sup>th</sup> for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.

f. Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

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

h. An employee may take vacation leave beyond the amount earned only in the most unusual cases. Requests for advanced vacation must be submitted by the department head to the Town Manager in writing, and no advanced vacation shall be approved without a written agreement signed by the employee ensuring reimbursement to the Town if termination occurs before earning the vacation credit taken.

i. Observed holidays established by this agreement shall not be considered in the computation of vacation credit or as part of vacation leave.

j. An employee may take earned vacation leave during the year with proper authorization except that no employee may take vacation leave of less than one (1) hour. No additional salary shall be paid an employee in lieu of vacation except in the most unusual cases and with the approval of the Town Manager.

k. An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with his/her department head.

## Article XVII Insurance Program

**Section 1.** On behalf of eligible employees as defined in Article I, Section 2a and 2b and their dependents, the Town will maintain group membership in medical and life insurance programs as set forth below.

a. **Health Insurance.** The Town will maintain group membership in a PPO and POE/HMO plan. The details of the insurance plans are summarized in Appendix C of this Agreement. Subject to any plan restrictions, the employee may choose to participate in either of the two options unless the employee or their dependent is age 65 or older and Medicare eligible. If an active employee or their dependent is aged 65 or older and Medicare eligible, Medicare will become the primary insurance and the employee or their dependent will be eligible to choose to participate in the Medicare supplemental plans offered by the Town. If an active employee who is age 65 or older and Medicare eligible has a dependent that is not Medicare eligible, the eligible dependent may participate in the PPO or POE/HMO plan.

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

b. Life Insurance. The Town shall provide a term life insurance for eligible employees as defined in Article I, Section 2a and 2b. 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.

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

**Section 2:** The Town shall provide the following insurance for retiring employees with the full cost to be borne by the employee: \$10,000 term life insurance and choice of the 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.

a. For retirees that elect to maintain the Town's insurance, the Town agrees to pay ~~\$240~~ \$225 per month toward the cost of insurance defined in 17.2 for each employee who retires after July 1, ~~2010~~ 2013 (1) upon completing twenty-five (25) years of aggregate service; or (2) 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; or (3) upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS). 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. This payment does not apply to insurance obtained by a retiree through a source other than the Town of Mansfield; retirees participating in the retiree payment in lieu of health insurance program are covered in Article XXVII, Section 5f of this agreement.

**Section 3:** The Town may elect to change carriers for any of the benefits specified in this Article, provided the coverage is at least equivalent to the

coverage in effect immediately prior to the change, and provided the cost to employees and their dependents is not greater than it would be if no such change had been made. The Town may also elect to implement a program of cost containment procedures (such as admission planning services, second surgical opinions, hospital bill audits, etc.) provided the cost to employees and their dependents who follow such procedures is not greater than it would be if no such procedure had been implemented.

**Section 4:** The Town and the employees agree to share the cost of insurance premiums for the coverages enumerated in Article XVII, Section 1, except for 1.b.

The employees are responsible for the percentage amounts listed below on a yearly basis with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>FY 10/11</u> <u>7/1/13</u>	<u>FY 11/12</u> <u>1/1/15</u>	<u>FY 12/13</u> <u>7/1/15</u>
POE/HMO	10%-14% <del>12% on 3/1/11</del>	13%-16%	14%-17%
PPO	14%-16% <del>15% on 3/1/11</del>	15%-17%	16%-17%
Medicare Supplemental Plan(s) (Contribution for active employees and their eligible dependents only)	--	17%	17%

For purposes of medical insurance, regular part-time employees whose normal workweek is 20 hours or more shall pay a percentage of the premium that is proportional to their FTE status. For example, an employee working twenty-five (25) hours per week is a .71 FTE. If that same employee selected single coverage POE plan for FY 11/12, the Town would contribute as follows:

(87% of total premium for 1P POE coverage\* .71) = employer contribution

**Section 5: 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. Employees can enroll in the program in June of each year. 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 in July. If an employee terminates or joins the program at any time following the June enrollment period for that fiscal year, the payments will be prorated on a monthly basis.

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.

Employees re-enrolling may only enroll 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.

f. Employees retiring after July 1, 2010 but on or before June 30, 2014 may also participate in the payment in lieu of health benefits program for a benefit of \$1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible or for a benefit of \$2,520 per year if the participant is under age 65 and not Medicaid/Medicare eligible. Employees retiring on or after July 1, 2014 may also participate in the payment in lieu of health benefits program for a benefit of \$1,740 per year if the participant is age 65 or older or Medicaid/Medicare eligible or for a benefit of \$2,700 per year if the participant is under age 65 and not Medicaid/Medicare eligible. The requirements of sections 16.5(A), 16.5(C), 16.5(E)(1) – 16.5(E)(5) and 16.5(F) shall apply to this subsection with the exception that retirees purchasing health insurance through any state health insurance exchange are eligible to participate in this program.

### Article XVIII Flexible Benefit Plan

**Section 1:** All regular employees defined in Article I, Section 2 are eligible to participate in the Town's Flexible Benefits Plan, established in accordance with federal and state regulations. Plan design and administration is at the sole discretion of the Town. Employees may elect to participate in the medical and/or dependent care flexible spending account programs.

### Article XIX Pensions

**Section 1:** All members of the bargaining unit who are eligible shall be covered by the Connecticut Municipal Employees Retirement System (MERS) 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 at the request of the Town. 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 member who otherwise is eligible to be covered by MERS.

### Article XX Education Assistance

**Section 1:** Regular full-time employees who wish to pursue formal courses of study on their own time outside of normal working hours, which, in the opinion of the Town Manager, will contribute to their ability and skill to perform as an employee of the Town may apply to the Town Manager in writing for financial assistance.

**Section 2:** Approved educational and training programs will be reimbursed at 100% of cost to a maximum of \$1,200 per employee per fiscal year. The Town Manager may waive this maximum when there are unexpended funds in the tuition reimbursement account after approved applications have been reimbursed.

**Section 3:** Reimbursable costs include tuition, required course fees, workbooks and text books. Costs not eligible for reimbursement include admission application, registration, service fees, special or activity fees, transportation, meals, supplies and other related items.

**Section 4:** Reimbursement will be paid the employee when proof of a grade of "C" (2.0 quality point average) or better in the course is provided, proof of payment is provided, and the applicant is still a full-time regular employee of the Town at the time the request for reimbursement is submitted.

#### Article XXI Clothing

**Section 1:** The Town shall provide an initial issue of shirts to employees who regularly work at the Mansfield Community Center, and shall replace shirts as necessary.

#### Article XXII Disciplinary Procedure

**Section 1:** No employee covered by this agreement shall be discharged or suspended or otherwise disciplined except for just cause.

**Section 2:** Other than in the case of probationary employees, any discipline or discharge may be appealed through the grievance procedure of this agreement.

**Section 3:** Written warnings shall remain a part of an employee's personnel record for eighteen (18) months from the date of the warning. However, if another written warning is received within the eighteen (18) month period, both warnings shall remain on the record for a period of eighteen (18) 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.

**Section 4:** Former employees who have been dismissed or who resigned while charges were pending will not be rehired by the Town.

#### Article XXIII

## **Grievance Procedure**

**Section 1:** The following terms are agreed to mean as stated below.

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town, an agent of the Town or a committee of the Town, at the Town's option.
- b. "Days" are defined as working days (Monday through Friday) excluding Saturdays, Sundays and holidays.
- c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

**Section 2:** The following time limits are established regarding grievances.

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- b. If an aggrieved person does not file a grievance in writing with the appropriate administrator within ~~seven (7)~~ ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

**Section 3:** **Step One** - Immediate Supervisor. The aggrieved employee who wishes to pursue a grievance shall present the grievance in writing within ~~seven (7)~~ ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The immediate supervisor, shall, within ~~five (5)~~ ten (10) working days after the receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant. A copy shall be sent to the Union representative designated on the grievance form. In the case where the immediate supervisor is a member of

Local 760 Supervisor's Unit, the Step One grievance shall be immediately moved to the Step Two level, without prejudice. The direct supervisor of the employee shall be simultaneously provided with a copy of the grievance. The department head will hear the grievance and render a decision.

**Section 4: Step Two - Department Head.** If the grievant is not satisfied with the disposition of his/her grievance at Step One, he/she may, within ~~five (5)~~ ten (10) working days after receipt of the decision at Step One, file the grievance with his/her department head. The department head may, within ~~five (5)~~ ten (10) working days after receipt of the grievance, meet with the grievant, witnesses, and representatives of the Union for the purpose of resolving the grievance, and render his/her decision and the reasons for it in writing to the grievant and to the Union representative designated on the grievance form.

**Section 5: Step Three - Town Manager.** If the grievant is not satisfied with the disposition of his/her grievance at Step Two, s/he may, within ~~five (5)~~ ten (10) working days of receipt of the decision at Step Two, refer the grievance to the Town Manager. The Town Manager may, within ~~ten (10)~~ fifteen (15) working days after receipt of the grievance, meet with the grievant, witnesses and representatives of the Union for the purpose of resolving the grievance. Within ~~ten (10)~~ fifteen (15) working days after such meeting, the Town Manager will render his/her decision on the grievance in writing.

**Section 6: Step Four - Arbitration.** Within ~~fifteen (15)~~ thirty (30) working days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration by so notifying the Town Manager and the American Dispute Resolution Center in writing. Arbitration shall proceed in accordance with the rules of the American Dispute Resolution Center.

a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from, or eliminates any provision of this agreement. S/he shall be bound by, and must comply with, all terms of this agreement.

b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties.

c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.

d. No employee may proceed to Step Four on his/her own; only the Union may submit a grievance to arbitration.

## **Outside Employment**

**Section 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 which may be amended by the Town Council from time to time, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager. Upon notification in writing by the Town Manager, such outside employment shall be terminated if it is disadvantageous to the Town.

- a. Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.
- b. Any employee who engages in outside employment shall not perform duties for his/her outside employer during work hours 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 XXV

#### **Non-Discrimination**

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).

The Town will not retaliate against employees who report alleged violations of Article XXV or who participate in internal or external investigations related to alleged violations of this Article. However, employees who knowingly make false reports under this Article will be subject to disciplinary action.

### Article XXVI

#### **No Lockout--No Strike**

**Section 1:** The Town agrees that it will not lock out the employees covered by this agreement during its term.

**Section 2:** The Union and the employees expressly agree that there will be no strikes, slowdowns, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Town.

**Section 3:** Any or all employees participating in such strike or other prohibited activity described above in Section 2 shall be subject to disciplinary action by the Town up to and including discharge.

#### Article XXVII

### Workers' Compensation

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 with an accepted claim 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.

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

i. In the case of workers' compensation injuries causing absences of three (3) 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.

ii. 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.

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

c. 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.

d. 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 XXIII  
**Complete Agreement**

It is understood and agreed that this agreement contains the complete agreement of the parties, and that it may be amended or altered only by mutual

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

Article XXIX  
**Severability Clause**

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

Article XXX  
**Supervisor's Unit**

The Supervisor's Agreement is covered by the terms of this agreement. Exceptions are illustrated in ADDENDUM.

Article XXXI  
**Duration**

This agreement shall be effective on signing and shall remain in full force and effect through and including June 30, ~~2013~~ 2016.

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

**TOWN OF MANSFIELD**

**LOCAL 2001, CSEA, SEIU**

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

\_\_\_\_\_  
~~Susan Nelson, Counsel~~  
David Glidden, Director of Collective  
Bargaining

\_\_\_\_\_  
Theresa Leon-Guerrero, Union President

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

## ADDENDUM

### LOCAL 2001, CSEA, SEIU SUPERVISORS

This agreement sets forth the terms and conditions of employment for the bargaining unit of supervisors of the Town of Mansfield (the "Town"), represented by Local 2001, CSEA, SEIU (the "Union"). For ease of reference, this agreement incorporates certain provisions of the collective bargaining agreement between the non-supervisory bargaining unit in which the supervisory positions were formerly placed. The reference to the collective bargaining agreement shall in no way be construed to imply that the two bargaining units are covered by the same contract or are otherwise combined. Subject to this understanding, the Town and the Union agree that the terms and conditions of employment for the supervisor's unit shall be the same as those set forth in the collective bargaining agreement between the Town and the Union for the non-supervisory employees, with the following exceptions:

#### Article I Recognition

Section 1: The Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for supervisors who work twenty (20) hours or more per week in the positions of ~~administrative services manager~~, animal control officer, ~~aquatic director~~, assistant town engineer, assessor, collector of revenue, member services coordinator, recreation supervisor, senior center ~~coordinator~~ supervisor and youth services coordinator.

#### Article II Union Business

Section 2: When a grievance, arbitration or labor board hearing takes place during normal working hours, the Town shall release from duty without loss of pay, a maximum of two (2) employees from the bargaining unit. In the event that all the Local 2001 officers are in the non-supervisory bargaining unit, the Town shall also release from duty without loss of pay one (1) such officer from that unit when the grievance, arbitration, or labor board proceeding takes place at the Town offices. Should the specific circumstances of the situation require more than three (3) employees, the Union shall request and obtain agreement from the Town, which shall not be unreasonably withheld.

#### Article XXIII Grievance Procedure

Section 1: The following terms are agreed to mean as stated below:

- a. "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union. "Town" shall mean the Town, an agent of the Town or a committee of the Town, at the Town's option.
- b. "Days" are defined as working days (Monday through Friday) excluding Saturdays, Sundays and holidays.
- c. "Grievance" shall mean a claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement.

**Section 2:** The following time limits are established regarding a grievance:

- a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties.
- b. If an aggrieved person does not file a grievance in writing with the appropriate administrator within ~~seven (7)~~ ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance, then the grievance shall be considered waived.
- c. Failure at any step of this procedure to communicate a decision within the specified time limits shall be deemed denial of the grievance and shall permit the aggrieved person to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.
- d. Any time limits specified within this article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

**Section 3: Step One - Department Head.** The aggrieved employee who wishes to pursue a grievance shall present the grievance in writing within ~~seven (7)~~ ten (10) working days after the employee knew or reasonably should have known of the event or condition giving rise to the grievance. The department head shall, within ~~five (5)~~ ten (10) working days after the receipt of the written grievance, render his/her decision and the reason therefore in writing to the Grievant. A copy shall be sent to the Union representative designated in the grievance form.

**Section 4: Step Two - Town Manager.** If the Grievant is not satisfied with the disposition of his/her grievance at Step One, s/he may, within ~~five (5)~~ ten (10) working days of receipt of the decision at Step One, refer the grievance to the Town Manager. The Town Manager may, within ~~ten (10)~~ fifteen (15) working days after the receipt of the grievance, meet with the Grievant, witnesses and representatives of the Union for the purpose of resolving the grievance. Within ~~ten (10)~~ fifteen (15) working days after such meeting, the Town Manager will

render his/her decision on the grievance in writing.

**Section 5: Step Three** – Arbitration. Within ~~fifteen (15)~~ thirty (30) working days after receipt of the Town Manager's decision, the Union may submit the grievance to arbitration by so notifying the Town Manager and the American Arbitration Association in writing. The arbitration shall proceed in accordance with the rules of the American Arbitration Association.

a. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award, which amends, adds to, subtracts from, or eliminates any provision of this agreement. S/he shall be bound by, and must comply with, all terms of this agreement.

b. The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the parties in interest, setting forth his/her findings of fact, reasoning and conclusions. Such decisions shall be binding on all parties.

c. The costs of the arbitrator's fee shall be borne equally by both parties. It is understood that each party is responsible for its own costs for legal counsel, expert witnesses and other expenses.

d. No employee may proceed to Step Three on his/her own; only the Union may submit a grievance to arbitration.

#### Article XXV

#### **Non-Discrimination**

~~All provisions of this Agreement apply equally to all employees without discrimination on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation or disability. Any employee who files a grievance alleging breach of this provision may pursue that grievance through Step Three – 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).~~ 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).

The Town will not retaliate against employees who report alleged violations of Article XXV or who participate in internal or external investigations related to

alleged violations of this Article. However, employees who knowingly make false reports under this Article will be subject to disciplinary action.

Article XXXI

**Duration**

This agreement shall be effective on signing and shall remain in full force and effect through and including June 30, 2013 2016.

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

**TOWN OF MANSFIELD**

**LOCAL 2001, CSEA, SEIU**

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

\_\_\_\_\_  
~~Susan Nelson, Counsel~~  
David Glidden, Director of Collective  
Bargaining

\_\_\_\_\_  
Date

\_\_\_\_\_  
Theresa Leon-Guerrero, Union President

**APPENDIX A**  
**Position, FLSA Status & Salary Ranges**

Classification	Grade	FLSA	Salary Ranges FY 13/14		Salary Ranges FY 14/15		Salary Ranges FY 15/16	
			Min.	Max.	Min.	Max.	Min.	Max.
Asst. Animal Control Officer (PT)	10	NE	\$32,977	\$41,710	\$33,635	\$42,551	\$34,443	\$43,576
Library Assistant	10	NE	\$32,977	\$41,710	\$33,635	\$42,551	\$34,443	\$43,576
Receptionist	12	NE	\$36,138	\$45,657	\$36,869	\$46,570	\$37,744	\$47,684
Administrative Assistant	13	NE	\$37,947	\$47,959	\$38,714	\$48,927	\$39,633	\$50,105
Library Associate	13	NE	\$37,947	\$47,959	\$38,714	\$48,927	\$39,633	\$50,105
Assistant to the Assessor	14	NE	\$39,682	\$49,950	\$40,468	\$50,955	\$41,430	\$52,177
Finance Clerk	14	NE	\$39,682	\$49,950	\$40,468	\$50,955	\$41,430	\$52,177
Administrative Services Specialist	15	NE	\$41,710	\$52,563	\$42,551	\$53,622	\$43,576	\$54,910
Assistant Town Clerk	15	NE	\$41,710	\$52,563	\$42,551	\$53,622	\$43,576	\$54,910
Planning & Community Development Asst.	15	NE	\$41,710	\$52,563	\$42,551	\$53,622	\$43,576	\$54,910
Recycling and Refuse Coordinator	15	NE	\$41,710	\$52,563	\$42,551	\$53,622	\$43,576	\$54,910
Program Coordinator (Senior Center)	15	NE	\$41,710	\$52,563	\$42,551	\$53,622	\$43,576	\$54,910
Asst. to Collector of Revenue Revenue Specialist	15	NE	\$41,710	\$52,563	\$42,551	\$53,622	\$43,576	\$54,910
Public Works Specialist	16	NE	\$42,642	\$54,134	\$43,501	\$55,212	\$44,548	\$56,524
Animal Control Officer	17	NE	\$45,657	\$57,733	\$46,570	\$58,884	\$47,684	\$60,284
Payroll Administrator	17	NE	\$45,657	\$57,733	\$46,570	\$58,884	\$47,684	\$60,284
Property Appraiser	18	NE	\$47,959	\$60,492	\$48,927	\$61,698	\$50,105	\$63,181
Housing Inspector	19	NE	\$49,950	\$63,470	\$50,955	\$64,731	\$51,177	\$66,281
Member Services Coordinator	18-19	E	\$49,950	\$63,470	\$50,955	\$64,731	\$51,177	\$66,281
Recreation Coordinator	19	E	\$49,950	\$63,470	\$50,955	\$64,731	\$51,177	\$66,281
Aquatic Director	20	E						
Clerk of the Works	20	E	\$52,563	\$66,594	\$53,622	\$67,928	\$54,910	\$69,545
Recreation Supervisor (Aquatics, Health & Fitness, Recreation)	20	E	\$52,563	\$66,594	\$53,622	\$67,928	\$54,910	\$69,545
Senior Center Coordinator-Supervisor	20	E	\$52,563	\$66,594	\$53,622	\$67,928	\$54,910	\$69,545
Social Worker (Sr., Adult, Youth)	20	E	\$52,563	\$66,594	\$53,622	\$67,928	\$54,910	\$69,545
Zoning Enforcement Officer	22	NE	\$57,733	\$73,135	\$58,884	\$74,596	\$60,284	\$76,386
Project Engineer	23	E	\$60,492	\$76,661	\$61,698	\$78,196	\$63,181	\$80,072
Collector of Revenue	24	E	\$63,470	\$80,388	\$64,731	\$81,996	\$66,281	\$83,961
Youth Services Coordinator	25	E	\$66,594	\$84,170	\$67,928	\$85,851	\$69,545	\$87,904
Assistant Town Engineer	24-25	E	\$66,594	\$84,170	\$67,928	\$85,851	\$69,545	\$87,904
Town Assessor	26	E	\$69,755	\$88,208	\$71,143	\$89,980	\$72,846	\$92,140

Notes:  
 (PT) reflects part-time position; however salary ranges reflect full-time equivalent for purposes of this chart  
 Incumbent in Public Works Specialist position grandfathered at Grade 17  
 Incumbent in Housing Inspector position grandfathered at Grade 20  
 FY 15/16 reflects a 2% estimate. May be 1.75% dependent upon state revenues pursuant to Article 9, Section 13.

07-01-13

1.75%

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 10              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2013 Days in Period: 10.00 User Defined #4      .00
1.75% COLA per contract Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	32,977.35	1,263.50	126.35	18.0500	126.35	1
2	34,621.65	1,326.50	132.65	18.9500	132.65	1
3	36,138.06	1,384.60	138.46	19.7800	138.46	1
4	37,946.79	1,453.90	145.39	20.7700	145.39	1
5	39,682.44	1,520.40	152.04	21.7200	152.04	1
6	41,710.41	1,598.10	159.81	22.8300	159.81	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 12              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2013 Days in Period: 10.00 User Defined #4      .00
1.75% COLA per contract Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	36,138.06	1,384.60	138.46	19.7800	138.46	1
2	37,946.79	1,453.90	145.39	20.7700	145.39	1
3	39,682.44	1,520.40	152.04	21.7200	152.04	1
4	41,710.41	1,598.10	159.81	22.8300	159.81	1
5	43,500.87	1,666.70	166.67	23.8100	166.67	1
6	45,656.73	1,749.30	174.93	24.9900	174.93	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 13              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2013 Days in Period: 10.00 User Defined #4      .00
1.75% COLA per contract Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	37,946.79	1,453.90	145.39	20.7700	145.39	1
2	39,682.44	1,520.40	152.04	21.7200	152.04	1
3	41,710.41	1,598.10	159.81	22.8300	159.81	1
4	43,500.87	1,666.70	166.67	23.8100	166.67	1
5	45,656.73	1,749.30	174.93	24.9900	174.93	1
6	47,958.75	1,837.50	183.75	26.2500	183.75	1

Appendix B

7/1/2013

Bargaining Unit Salary Listing [TRAINING]

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 14              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2013 Days in Period: 10.00 User Defined #4      .00
1.75% COLA per contract Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	39,682.44	1,520.40	152.04	21.7200	152.04	1
2	41,710.41	1,598.10	159.81	22.8300	159.81	1
3	43,500.87	1,666.70	166.67	23.8100	166.67	1
4	45,656.73	1,749.30	174.93	24.9900	174.93	1
5	47,958.75	1,837.50	183.75	26.2500	183.75	1
6	49,950.18	1,913.80	191.38	27.3400	191.38	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 15              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2013 Days in Period: 10.00 User Defined #4      .00
1.75% COLA per contract Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	41,710.41	1,598.10	159.81	22.8300	159.81	1
2	43,500.87	1,666.70	166.67	23.8100	166.67	1
3	45,656.73	1,749.30	174.93	24.9900	174.93	1
4	47,958.75	1,837.50	183.75	26.2500	183.75	1
5	49,950.18	1,913.80	191.38	27.3400	191.38	1
6	52,562.79	2,013.90	201.39	28.7700	201.39	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 16              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2013 Days in Period: 10.00 User Defined #4      .00
1.75% COLA per contract Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	42,642.18	1,633.80	163.38	23.3400	163.38	1
2	44,761.50	1,715.00	171.50	24.5000	171.50	1
3	47,008.71	1,801.10	180.11	25.7300	180.11	1
4	48,963.60	1,876.00	187.60	26.8000	187.60	1
5	51,557.94	1,975.40	197.54	28.2200	197.54	1
6	54,134.01	2,074.10	207.41	29.6300	207.41	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 17      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	45,656.73	1,749.30	174.93	24.9900	174.93	1
2	47,958.75	1,837.50	183.75	26.2500	183.75	1
3	49,950.18	1,913.80	191.38	27.3400	191.38	1
4	52,562.79	2,013.90	201.39	28.7700	201.39	1
5	55,211.94	2,115.40	211.54	30.2200	211.54	1
6	57,733.20	2,212.00	221.20	31.6000	221.20	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 18      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	47,958.75	1,837.50	183.75	26.2500	183.75	1
2	49,950.18	1,913.80	191.38	27.3400	191.38	1
3	52,562.79	2,013.90	201.39	28.7700	201.39	1
4	55,211.94	2,115.40	211.54	30.2200	211.54	1
5	57,733.20	2,212.00	221.20	31.6000	221.20	1
6	60,491.97	2,317.70	231.77	33.1100	231.77	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 19      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	49,950.18	1,913.80	191.38	27.3400	191.38	1
2	52,562.79	2,013.90	201.39	28.7700	201.39	1
3	55,211.94	2,115.40	211.54	30.2200	211.54	1
4	57,733.20	2,212.00	221.20	31.6000	221.20	1
5	60,491.97	2,317.70	231.77	33.1100	231.77	1
6	63,469.98	2,431.80	243.18	34.7400	243.18	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 20      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	52,562.79	2,013.90	201.39	28.7700	201.39	1
2	55,211.94	2,115.40	211.54	30.2200	211.54	1
3	57,733.20	2,212.00	221.20	31.6000	221.20	1
4	60,491.97	2,317.70	231.77	33.1100	231.77	1
5	63,469.98	2,431.80	243.18	34.7400	243.18	1
6	66,594.15	2,551.50	255.15	36.4500	255.15	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 22      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	57,733.20	2,212.00	221.20	31.6000	221.20	1
2	60,491.97	2,317.70	231.77	33.1100	231.77	1
3	63,469.98	2,431.80	243.18	34.7400	243.18	1
4	66,594.15	2,551.50	255.15	36.4500	255.15	1
5	69,754.86	2,672.60	267.26	38.1800	267.26	1
6	73,134.81	2,802.10	280.21	40.0300	280.21	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 23      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,491.97	2,317.70	231.77	33.1100	231.77	1
2	63,469.98	2,431.80	243.18	34.7400	243.18	1
3	66,594.15	2,551.50	255.15	36.4500	255.15	1
4	69,754.86	2,672.60	267.26	38.1800	267.26	1
5	73,134.81	2,802.10	280.21	40.0300	280.21	1
6	76,660.92	2,937.20	293.72	41.9600	293.72	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760              Pay Type: Salaried      User Defined #2      .00
Grade: 24              Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	63,469.98	2,431.80	243.18	34.7400	243.18	1
2	66,594.15	2,551.50	255.15	36.4500	255.15	1
3	69,754.86	2,672.60	267.26	38.1800	267.26	1
4	73,134.81	2,802.10	280.21	40.0300	280.21	1
5	76,660.92	2,937.20	293.72	41.9600	293.72	1
6	80,388.00	3,080.00	308.00	44.0000	308.00	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760              Pay Type: Salaried      User Defined #2      .00
Grade: 25              Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	66,594.15	2,551.50	255.15	36.4500	255.15	1
2	69,754.86	2,672.60	267.26	38.1800	267.26	1
3	73,134.81	2,802.10	280.21	40.0300	280.21	1
4	76,660.92	2,937.20	293.72	41.9600	293.72	1
5	80,388.00	3,080.00	308.00	44.0000	308.00	1
6	84,169.89	3,224.90	322.49	46.0700	322.49	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760              Pay Type: Salaried      User Defined #2      .00
Grade: 26              Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2013      Days in Period: 10.00      User Defined #4      .00
1.75% COLA per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	69,754.86	2,672.60	267.26	38.1800	267.26	1
2	73,134.81	2,802.10	280.21	40.0300	280.21	1
3	76,660.92	2,937.20	293.72	41.9600	293.72	1
4	80,388.00	3,080.00	308.00	44.0000	308.00	1
5	84,169.89	3,224.90	322.49	46.0700	322.49	1
6	88,207.56	3,379.60	337.96	48.2800	337.96	1

-----  
Selection Legend:  
-----

Bargaining Unit: 'T CSEA'  
Effective Date: '07012013'

07-01-14

290

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=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 10              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	33,635.07	1,288.70	128.87	18.4100	128.87	1
2	35,315.91	1,353.10	135.31	19.3300	135.31	1
3	36,868.86	1,412.60	141.26	20.1800	141.26	1
4	38,714.13	1,483.30	148.33	21.1900	148.33	1
5	40,468.05	1,550.50	155.05	22.1500	155.05	1
6	42,550.83	1,630.30	163.03	23.2900	163.03	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 12              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	36,868.86	1,412.60	141.26	20.1800	141.26	1
2	38,714.13	1,483.30	148.33	21.1900	148.33	1
3	40,468.05	1,550.50	155.05	22.1500	155.05	1
4	42,550.83	1,630.30	163.03	23.2900	163.03	1
5	44,377.83	1,700.30	170.03	24.2900	170.03	1
6	46,570.23	1,784.30	178.43	25.4900	178.43	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 13              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	38,714.13	1,483.30	148.33	21.1900	148.33	1
2	40,468.05	1,550.50	155.05	22.1500	155.05	1
3	42,550.83	1,630.30	163.03	23.2900	163.03	1
4	44,377.83	1,700.30	170.03	24.2900	170.03	1
5	46,570.23	1,784.30	178.43	25.4900	178.43	1
6	48,927.06	1,874.60	187.46	26.7800	187.46	1

7/1/2014

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 14              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                        Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	40,468.05	1,550.50	155.05	22.1500	155.05	1
2	42,550.83	1,630.30	163.03	23.2900	163.03	1
3	44,377.83	1,700.30	170.03	24.2900	170.03	1
4	46,570.23	1,784.30	178.43	25.4900	178.43	1
5	48,927.06	1,874.60	187.46	26.7800	187.46	1
6	50,955.03	1,952.30	195.23	27.8900	195.23	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 15              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                        Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	42,550.83	1,630.30	163.03	23.2900	163.03	1
2	44,377.83	1,700.30	170.03	24.2900	170.03	1
3	46,570.23	1,784.30	178.43	25.4900	178.43	1
4	48,927.06	1,874.60	187.46	26.7800	187.46	1
5	50,955.03	1,952.30	195.23	27.8900	195.23	1
6	53,622.45	2,054.50	205.45	29.3500	205.45	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 16              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                        Per Diem Days/Year: 261.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	43,500.87	1,666.70	166.67	23.8100	166.67	1
2	45,656.73	1,749.30	174.93	24.9900	174.93	1
3	47,940.48	1,836.80	183.68	26.2400	183.68	1
4	49,950.18	1,913.80	191.38	27.3400	191.38	1
5	52,581.06	2,014.60	201.46	28.7800	201.46	1
6	55,211.94	2,115.40	211.54	30.2200	211.54	1

Bargaining Unit Salary Listing [TRAINING]

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 17              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                        Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	46,570.23	1,784.30	178.43	25.4900	178.43	1
2	48,927.06	1,874.60	187.46	26.7800	187.46	1
3	50,955.03	1,952.30	195.23	27.8900	195.23	1
4	53,622.45	2,054.50	205.45	29.3500	205.45	1
5	56,308.14	2,157.40	215.74	30.8200	215.74	1
6	58,884.21	2,256.10	225.61	32.2300	225.61	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 18              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                        Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	48,927.06	1,874.60	187.46	26.7800	187.46	1
2	50,955.03	1,952.30	195.23	27.8900	195.23	1
3	53,622.45	2,054.50	205.45	29.3500	205.45	1
4	56,308.14	2,157.40	215.74	30.8200	215.74	1
5	58,884.21	2,256.10	225.61	32.2300	225.61	1
6	61,697.79	2,363.90	236.39	33.7700	236.39	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 19              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                        Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	50,955.03	1,952.30	195.23	27.8900	195.23	1
2	53,622.45	2,054.50	205.45	29.3500	205.45	1
3	56,308.14	2,157.40	215.74	30.8200	215.74	1
4	58,884.21	2,256.10	225.61	32.2300	225.61	1
5	61,697.79	2,363.90	236.39	33.7700	236.39	1
6	64,730.61	2,480.10	248.01	35.4300	248.01	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 20      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2014      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	53,622.45	2,054.50	205.45	29.3500	205.45	1
2	56,308.14	2,157.40	215.74	30.8200	215.74	1
3	58,884.21	2,256.10	225.61	32.2300	225.61	1
4	61,697.79	2,363.90	236.39	33.7700	236.39	1
5	64,730.61	2,480.10	248.01	35.4300	248.01	1
6	67,927.86	2,602.60	260.26	37.1800	260.26	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 22      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2014      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	58,884.21	2,256.10	225.61	32.2300	225.61	1
2	61,697.79	2,363.90	236.39	33.7700	236.39	1
3	64,730.61	2,480.10	248.01	35.4300	248.01	1
4	67,927.86	2,602.60	260.26	37.1800	260.26	1
5	71,143.38	2,725.80	272.58	38.9400	272.58	1
6	74,596.41	2,858.10	285.81	40.8300	285.81	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 23      Hours in Year: 1,827.00      User Defined #3      .00
Effective Date: 01-Jul-2014      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.10      User Defined #5      .00
Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	61,697.79	2,363.90	236.39	33.7700	236.39	1
2	64,730.61	2,480.10	248.01	35.4300	248.01	1
3	67,927.86	2,602.60	260.26	37.1800	260.26	1
4	71,143.38	2,725.80	272.58	38.9400	272.58	1
5	74,596.41	2,858.10	285.81	40.8300	285.81	1
6	78,195.60	2,996.00	299.60	42.8000	299.60	1

Bargaining Unit Salary Listing [TRAINING]

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 24              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                       Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	64,730.61	2,480.10	248.01	35.4300	248.01	1
2	67,927.86	2,602.60	260.26	37.1800	260.26	1
3	71,143.38	2,725.80	272.58	38.9400	272.58	1
4	74,596.41	2,858.10	285.81	40.8300	285.81	1
5	78,195.60	2,996.00	299.60	42.8000	299.60	1
6	81,995.76	3,141.60	314.16	44.8800	314.16	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 25              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                       Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	67,927.86	2,602.60	260.26	37.1800	260.26	1
2	71,143.38	2,725.80	272.58	38.9400	272.58	1
3	74,596.41	2,858.10	285.81	40.8300	285.81	1
4	78,195.60	2,996.00	299.60	42.8000	299.60	1
5	81,995.76	3,141.60	314.16	44.8800	314.16	1
6	85,850.73	3,289.30	328.93	46.9900	328.93	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 26              Hours in Year: 1,827.00 User Defined #3      .00
Effective Date: 01-Jul-2014 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.10 User Defined #5      .00
                       Per Diem Days/Year: 261.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	71,143.38	2,725.80	272.58	38.9400	272.58	1
2	74,596.41	2,858.10	285.81	40.8300	285.81	1
3	78,195.60	2,996.00	299.60	42.8000	299.60	1
4	81,995.76	3,141.60	314.16	44.8800	314.16	1
5	85,850.73	3,289.30	328.93	46.9900	328.93	1
6	89,979.75	3,447.50	344.75	49.2500	344.75	1

-----  
Selection Legend:  
-----

Bargaining Unit: 'T CSEA'  
Effective Date: '07012014'

7-1-2015

2%\*

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=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 10              Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.20 User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	34,442.52	1,314.60	131.46	18.7800	131.46	1
2	35,166.48	1,380.40	138.04	19.7200	138.04	1
3	37,743.72	1,440.60	144.06	20.5800	144.06	1
4	39,632.74	1,512.70	151.27	21.6100	151.27	1
5	41,430.06	1,581.30	158.13	22.5900	158.13	1
6	43,575.84	1,663.20	166.32	23.7600	166.32	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 12              Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.20 User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	37,743.72	1,440.60	144.06	20.5800	144.06	1
2	39,632.74	1,512.70	151.27	21.6100	151.27	1
3	41,430.06	1,581.30	158.13	22.5900	158.13	1
4	43,575.84	1,663.20	166.32	23.7600	166.32	1
5	45,446.52	1,734.60	173.46	24.7800	173.46	1
6	47,684.00	1,820.00	182.00	26.0000	182.00	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 13              Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.20 User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	39,632.74	1,512.70	151.27	21.6100	151.27	1
2	41,430.06	1,581.30	158.13	22.5900	158.13	1
3	43,575.84	1,663.20	166.32	23.7600	166.32	1
4	45,446.52	1,734.60	173.46	24.7800	173.46	1
5	47,684.00	1,820.00	182.00	26.0000	182.00	1
6	50,104.88	1,912.40	191.24	27.3200	191.24	1

-166-

7/1/2015 -  
Draft @ 2%\*  
(see Art. 9.13)

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=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760              Pay Type: Salaried  User Defined #2      .00
Grade: 14                   Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract        Periods in Year: 26.20 User Defined #5      .00
                             Per Diem Days/Year: 262.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	41,430.06	1,581.30	158.13	22.5900	158.13	1
2	43,575.84	1,663.20	166.32	23.7600	166.32	1
3	45,446.52	1,734.60	173.46	24.7800	173.46	1
4	47,684.00	1,820.00	182.00	26.0000	182.00	1
5	50,104.88	1,912.40	191.24	27.3200	191.24	1
6	52,177.30	1,991.50	199.15	28.4500	199.15	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760              Pay Type: Salaried  User Defined #2      .00
Grade: 15                   Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract        Periods in Year: 26.20 User Defined #5      .00
                             Per Diem Days/Year: 262.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	43,575.84	1,663.20	166.32	23.7600	166.32	1
2	45,446.52	1,734.60	173.46	24.7800	173.46	1
3	47,684.00	1,820.00	182.00	26.0000	182.00	1
4	50,104.88	1,912.40	191.24	27.3200	191.24	1
5	52,177.30	1,991.50	199.15	28.4500	199.15	1
6	54,909.96	2,095.80	209.58	29.9400	209.58	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760              Pay Type: Salaried  User Defined #2      .00
Grade: 16                   Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract        Periods in Year: 26.20 User Defined #5      .00
                             Per Diem Days/Year: 262.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	44,547.86	1,700.30	170.03	24.2900	170.03	1
2	46,748.66	1,784.30	178.43	25.4900	178.43	1
3	49,077.84	1,873.20	187.32	26.7600	187.32	1
4	51,150.26	1,952.30	195.23	27.8900	195.23	1
5	53,846.24	2,055.20	205.52	29.3600	205.52	1
6	56,523.88	2,157.40	215.74	30.8200	215.74	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 17              Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.20 User Defined #5      .00
Per Diem Days/Year: 262.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	47,684.00	1,820.00	182.00	26.0000	182.00	1
2	50,104.88	1,912.40	191.24	27.3200	191.24	1
3	52,177.30	1,991.50	199.15	28.4500	199.15	1
4	54,909.96	2,095.80	209.58	29.9400	209.58	1
5	57,660.96	2,200.80	220.08	31.4400	220.08	1
6	60,283.58	2,300.90	230.09	32.8700	230.09	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 18              Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.20 User Defined #5      .00
Per Diem Days/Year: 262.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	50,104.88	1,912.40	191.24	27.3200	191.24	1
2	52,177.30	1,991.50	199.15	28.4500	199.15	1
3	54,909.96	2,095.80	209.58	29.9400	209.58	1
4	57,660.96	2,200.80	220.08	31.4400	220.08	1
5	60,283.58	2,300.90	230.09	32.8700	230.09	1
6	63,181.30	2,411.50	241.15	34.4500	241.15	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760          Pay Type: Salaried  User Defined #2      .00
Grade: 19              Hours in Year: 1,834.00 User Defined #3      .00
Effective Date: 01-Jul-2015 Days in Period: 10.00 User Defined #4      .00
COLA 2% per contract   Periods in Year: 26.20 User Defined #5      .00
Per Diem Days/Year: 262.00
=====
    
```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	52,177.30	1,991.50	199.15	28.4500	199.15	1
2	54,909.96	2,095.80	209.58	29.9400	209.58	1
3	57,660.96	2,200.80	220.08	31.4400	220.08	1
4	60,283.58	2,300.90	230.09	32.8700	230.09	1
5	63,181.30	2,411.50	241.15	34.4500	241.15	1
6	66,280.76	2,529.80	252.98	36.1400	252.98	1

Bargaining Unit Salary Listing [TRAINING]

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 20      Hours in Year: 1,834.00      User Defined #3      .00
Effective Date: 01-Jul-2015      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.20      User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	54,909.96	2,095.80	209.58	29.9400	209.58	1
2	57,660.96	2,200.80	220.08	31.4400	220.08	1
3	60,283.58	2,300.90	230.09	32.8700	230.09	1
4	63,181.30	2,411.50	241.15	34.4500	241.15	1
5	66,280.76	2,529.80	252.98	36.1400	252.98	1
6	69,545.28	2,654.40	265.44	37.9200	265.44	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 22      Hours in Year: 1,834.00      User Defined #3      .00
Effective Date: 01-Jul-2015      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.20      User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,283.58	2,300.90	230.09	32.8700	230.09	1
2	63,181.30	2,411.50	241.15	34.4500	241.15	1
3	66,280.76	2,529.80	252.98	36.1400	252.98	1
4	69,545.28	2,654.40	265.44	37.9200	265.44	1
5	72,846.48	2,780.40	278.04	39.7200	278.04	1
6	76,386.10	2,915.50	291.55	41.6500	291.55	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 23      Hours in Year: 1,834.00      User Defined #3      .00
Effective Date: 01-Jul-2015      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.20      User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	63,181.30	2,411.50	241.15	34.4500	241.15	1
2	66,280.76	2,529.80	252.98	36.1400	252.98	1
3	69,545.28	2,654.40	265.44	37.9200	265.44	1
4	72,846.48	2,780.40	278.04	39.7200	278.04	1
5	76,386.10	2,915.50	291.55	41.6500	291.55	1
6	80,072.44	3,056.20	305.62	43.6600	305.62	1

Bargaining Unit Salary Listing [TRAINING]

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 24      Hours in Year: 1,834.00      User Defined #3      .00
Effective Date: 01-Jul-2015      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.20      User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	66,280.76	2,529.80	252.98	36.1400	252.98	1
2	69,545.28	2,654.40	265.44	37.9200	265.44	1
3	72,846.48	2,780.40	278.04	39.7200	278.04	1
4	76,386.10	2,915.50	291.55	41.6500	291.55	1
5	80,072.44	3,056.20	305.62	43.6600	305.62	1
6	83,960.52	3,204.60	320.46	45.7800	320.46	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 25      Hours in Year: 1,834.00      User Defined #3      .00
Effective Date: 01-Jul-2015      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.20      User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	69,545.28	2,654.40	265.44	37.9200	265.44	1
2	72,846.48	2,780.40	278.04	39.7200	278.04	1
3	76,386.10	2,915.50	291.55	41.6500	291.55	1
4	80,072.44	3,056.20	305.62	43.6600	305.62	1
5	83,960.52	3,204.60	320.46	45.7800	320.46	1
6	87,903.62	3,355.10	335.51	47.9300	335.51	1

```

=====
Bargaining Unit: T      -CSEA TOWN-Prof/Clerical      Salary Base: H      User Defined #1      .00
Schedule: T760      Pay Type: Salaried      User Defined #2      .00
Grade: 26      Hours in Year: 1,834.00      User Defined #3      .00
Effective Date: 01-Jul-2015      Days in Period: 10.00      User Defined #4      .00
COLA 2% per contract      Periods in Year: 26.20      User Defined #5      .00
Per Diem Days/Year: 262.00
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	72,846.48	2,780.40	278.04	39.7200	278.04	1
2	76,386.10	2,915.50	291.55	41.6500	291.55	1
3	80,072.44	3,056.20	305.62	43.6600	305.62	1
4	83,960.52	3,204.60	320.46	45.7800	320.46	1
5	87,903.62	3,355.10	335.51	47.9300	335.51	1
6	92,140.16	3,516.80	351.68	50.2400	351.68	1

-170-

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Selection Legend:  
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Bargaining Unit: 'T CSEA'  
Effective Date: '07012015'

## APPENDIX C

### TOWN OF MANSFIELD HEALTH INSURANCE PLAN COMPARISON

EFFECTIVE JANURAY 1, 2015

BENEFIT	Century Preferred - PPO (Plan # 220)	Bluecare - HMO / POE (Plan # 221)
<b>Costshares</b>	<p>In-Network services subject to co-pays</p> <p>Out-of-Network Services Available ~ Subject to deductible and coinsurance</p> <p>Co-Pays: \$20 25 PCP / \$20 Specialist \$175 Outpat Hosp / \$350 Inpat Hosp co-pay \$50 Emergency / \$25 Urgent Care Facility</p> <p>Out-of-Network Deductible: \$400/\$800/\$1,000 Out-of-Network Cost Share Maximum: \$1,600/\$3,200/\$4,000 Out-of-Network "Out of Pocket" Cost: \$2,000/\$4,000/\$5,000</p> <p>Lifetime Maximum In-Network &amp; Out-Of-Network-Unlimited</p>	<p>In-Network services subject to co-pays</p> <p><i>Out-of-Network NOT AVAILABLE</i></p> <p>Co-Pays: \$35 20 PCP / \$15 Specialist \$100 Outpat Hosp / \$200 Inpat Hosp co-pay \$75 Emergency / \$50 25 Urgent Care Facility</p> <p>Deductible: Does not apply Cost Share Maximum: Does not apply Out of Pocket Cost: Does not apply</p> <p>Lifetime Maximum In-Network -Unlimited</p>
<b>Preventive Care</b>		
Pediatric	<p>Covered according to age-based schedule: \$0 co-pay</p> <p>Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year</p>	<p>Covered according to age-based schedule: \$0 co-pay</p> <p>Birth to 1 year - 7 exams 1 year through 5 years - 7 exams 5 years through 11 years - 1 exam every year 11 years through 22 years - 1 exam every year</p>
Adult	<p>Covered according to age-based schedule: \$0 co-pay</p> <p>22 and over one exam per year</p>	<p>Covered according to age-based schedule: \$0 co-pay</p> <p>22 and over one exam per year</p>
Vision	<p>\$0 co-pay (Frames &amp; Lenses covered under vision rider)</p>	<p>\$0 co-pay (Frames &amp; Lenses covered under vision rider)</p>
Hearing	\$0 Co-pay one exam every two years	\$0 Co-pay one exam every two years
Gynecological	<p>\$0 co-pay One Routine Exam Per Member per Calendar Year</p>	<p>\$0 co-pay One Routine Exam Per Member per Calendar Year</p>
<b>Medical Services</b>		
Medical Office Visit	<p><del>\$\$20 25</del> office visit co-pay PCP <del>\$\$20 25</del> office visit co-pay Specialist</p>	<p><del>\$\$15 20</del> office visit co-pay PCP <del>\$\$15 20</del> office visit co-pay Specialist</p>
Outpatient PT/OT/ Chiro/Speech	<p><del>\$\$20 25</del> office visit co-pay 50 combined visits per member per calendar year (subject to medical necessity)</p>	<p><del>\$\$15 20</del> office visit co-pay Unlimited Visits (subject to medical necessity)</p>
Allergy Services	<p><del>\$\$20 25</del> office visit co-pay No copay for injections Unlimited injections</p>	<p><del>\$\$15 20</del> office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered

Outpatient MH	\$20 25 office visit co-pay Limited to 40 visits per calendar year	\$15 20 office visit co-pay Limited to 40 visits per calendar year
Emergency Care Emergency Room	\$50 co-pay ( waived if admitted )	\$75 co-pay ( waived if admitted )
Urgent Care	\$25 co-pay Participating Facilities only	\$50 25 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Hospital Care General/Medical/Surgical/ Maternity (Semi-Private)	\$350 per admission co-pay Note: All hospital admissions require pre-cert	\$200 per admission co-pay Note: All hospital admissions require pre-cert
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$350 per admission co-pay	\$200 per admission co-pay
Substance Abuse/ Detox	\$350 per admission co-pay	\$200 per admission co-pay
Rehabilitative	\$350 per admission co-pay up to 60 days per calendar year	\$200 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$350 per admission co-pay up to 120 days per calendar year	\$200 per admission co-pay up to 90 days per calendar year
Hospice	\$350 per admission co-pay Unlimited days	\$200 per admission co-pay up to 60 days per calendar year
Outpatient Hospital Outpatient Surgery Facility Charges	\$175 per admission co-pay	\$100 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equip	Unlimited Max (Limited to covered items only)	Unlimited Max (Limited to covered items only)
Prosthetics	Unlimited Max	Unlimited Max
Prescription Drugs	\$10 Generic / \$20 Brand / \$30 Non listed Brand 1 co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin ( Oral contraceptives are covered )	\$10 15 Generic / \$20 30 Brand / \$30 40 Non listed Brand 1 2 co-pays mail - unlimited max ( Oral contraceptives are covered )
Infertility	<ul style="list-style-type: none"> <li>• A lifetime maximum of 4 cycles for ovulation induction up to age 40.</li> <li>• A lifetime maximum of 3 cycles for intrauterine insemination up to age 40.</li> <li>• A lifetime maximum of 2 cycles combines for in-vitro fertilization, GIFT, ZIFT, and Low Tubal Ovum Transfer up to age 40.</li> <li>• Services related to male infertility.</li> <li>• All related prescription drugs.</li> <li>• All covered and medically necessary medical office visits, surgical procedures, associated laboratory testing &amp; procedures.</li> <li>• All covered services will be paid at the benefit level subject to policy guidelines.</li> </ul>	
Dependent Age Max	To 26 years of age	To 26 years of age

Note: For plan designs in effect for 7/1/2013-12/31/2014, please refer to the Health Insurance Appendix for the 2010-2013 collective bargaining agreement between the parties.



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Toni Moran, Personnel Committee Chair  
**CC:** Matt Hart, Town Manager  
**Date:** November 24, 2014  
**Re:** Town Manager's FY 2014/15 Compensation

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**Subject Matter/Background**

As you know, the Town Council has completed the Town Manager's performance review for the previous year (July 1, 2013 – June 30, 2014). I have attached the Summary Statement prepared by the Personnel Committee, which the Town Council has shared with the Town Manager in executive session.

As the Town Council has discussed in executive session, we are considering awarding the Town Manager a general wage increase of two-percent retroactive to July 1, 2014. The two-percent increase is consistent with what was awarded to nonunion personnel for this fiscal year.

In addition, the Town Manager has asked the Town Council for funding to allow him to attend the Senior Executive Institute (SEI) sponsored by the International City Management Association (ICMA) and the University of Virginia (UVA). The SEI is designed specifically for senior local government managers, and the seven-day curriculum is prepared and taught by faculty at UVA's Weldon Cooper Center for Public Service. The 2015 session is scheduled to run from May 30 – June 6, 2015. The program accepts 20 local government executives per year as well as 15 members of ICMA's "Next-Gen" leadership class. Preference is given to ICMA credentialed managers and the Town Manager has carried that designation since 2007. The Town Manager is also a past president of the Connecticut Town and City Management Association (CTCMA) and has been an active member of ICMA for several years.

**Financial Impact**

If the wage increase is approved, the Town Manager's annual salary would increase from \$140,481 to \$143,291. Similar to other nonunion employees, the Town Manager is currently paying a cost share of 17-percent for his health insurance.

The impact of the wage adjustment on benefits is detailed in the chart below:

**Impact of Adjustment to Town Manager Compensation FY 14-15**

	Salary	FICA	Medicare	MERS	Life Ins.	STD Ins.	LTD Ins.	Total
Current	\$140,481	\$8,710	\$2,037	\$16,830	\$607	\$767	\$853	\$170,284
Proposed	\$143,291	\$8,884	\$2,078	\$17,166	\$671	\$783	\$870	\$173,742
Difference	\$2,810	\$174	\$41	\$337	\$64	\$15	\$17	\$3,457

Notes:

2% General wage increase applied retroactively to July 1, 2014.

Rate increase to life insurance premium for the Town as a whole for FY 14-15 due to claims experience.

Tuition for the SEI is approximately \$3,700 and travel and lodging expenses are projected at \$1,500 for a total cost of \$5,200. The Town Manager would only plan to attend the session if funds are available in the Town's operating budget.

**Recommendation**

Based on the performance review recently conducted for the Town Manager, I recommend that the Town Council authorize a two-percent general wage increase to the Town Manager's salary retroactive to July 1, 2014. I would also recommend that the Town Council endorse the Town Manager's application to the SEI and approve an expenditure not to exceed \$5,200 to cover the cost of his participation in the program.

If the Council concurs with these recommendations, the following motions are in order:

*Move, to increase the Town Manager's annual salary by two-percent to an annual salary of \$143,291, retroactive to July 1, 2014.*

*Move, to endorse the Town Manager's application to ICMA's Senior Executive Institute and to approve an expenditure not to exceed \$5,200 to cover the cost of his participation in the program.*

**Attachments**

- 1) Town Manager's 2014 Evaluation, Summary Statement
- 2) SEI Leadership Institute

## Town Manager's Evaluation, 2014

### Summary Statement

This year, the Council has 4 new members, and the Manager's Evaluation reflects these changes. Some of the difference in outcome is probably the result of an individual's grading philosophy; others reflect significant differences of opinion on the appropriate role of a manager and the directions this town has taken under the current leadership.

The great majority of responses rate Matt Hart as an outstanding manager, both in actual achievements, style and personality. They have provided detailed comments on achievements in the past year and future goals. Among these achievements are a balanced budget with no tax increase in a year with another unpredictable amount of state revenue, increased public communication, reorganized and more efficient departments, improved public safety, particularly as it relates to off campus student activities, leadership beyond the town, conservation and open space protection and regional relationships.

Once again, we went into budget season getting very mixed messages from the state regarding the amount of funding we would expect. The Council appreciated the conservative approach to expected funding, and the budget that allowed both some progress, some internal reorganization, and yet did not result in a tax increase. The town's labor policies continue to be conservative, while building shared responsibility for health care coverage. The Mansfield Minute and the town's extensive web presence have made real progress in expanding communication with town residents. The ongoing reorganization in Human Services, Planning and Development and Public Works will provide better and more direct services to the public. The Manager's cooperation with resident state troopers, UConn police and the State Police have led to a significant reduction in off-campus student parties, and a reduced danger to all concerned. Matt has also led the town through a major shift in regional government, as he participated in the shutting down of WINCOG and our transition to membership in CRCOG. We have retained a new town attorney, and it is clear that without current leadership, we would not have been able to attract the quality of applicants we did, leading to the retention of one of the state's most highly qualified and recognized municipal attorneys.

He is extremely well organized, responsive to Council requests for information, courteous to everyone, calm in the face of hostile comment, successful at recruiting and using highly qualified professionals, and effective in coalitions with neighboring towns, the state and the university.

On the other hand, there is a much smaller group who find the Manager's work satisfactory at best. For example, this group believes that the Manager's efforts are focused on the interests of the University community at the expense of the town. They have a concern about the quality of infrastructure maintenance, especially town roads, including some building problems. They are concerned that the Manager does not exert sufficient supervision over staff, citing problems with the finance department. They believe that this reveals poor business practices in general in the town, in particular a lack of written policies, practices and agreements. They also believe that the Manager is insufficiently responsive to questions and complaints raised in public comment at Council meetings. They would like to see more immediate responses to factual questions, and corrections of incorrect or incomplete information provided by town staff. One suggestion is for a press conference format, in which the Manager would respond directly to questions from the

public. They would like to see more complete analysis of the cost of various programs and departments. They are critical of the conduct of the Mansfield Tomorrow outreach, and in particular want more attention paid to the idea of Mansfield as a rural community. They believe that the Manager should know more about the state of current businesses in Mansfield, particularly the reasons for business closures.

Nonetheless, the final evaluation grade clearly indicates a strong support for the manager, with a great majority of respondents rating him as Outstanding, one as Satisfactory and two as needing improvement.

The Personnel Committee recommends this evaluation of the Town Manager to the Council unanimously.

ICMA University / Leadership Development / SEI Leadership Institute

## SEI Leadership Institute

This seven-day leadership program is offered in conjunction with the Senior Executive Institute of the University of Virginia and is held at the Darden School in Charlottesville annually in late spring.

Sponsored by ICMA University and University of Virginia, this special Senior Executive Institute (SEI) "super session" is a unique opportunity for you to experience the core of the two-week SEI program packed into one week. You will spend valuable class and networking time with members of the "next gen" Leadership ICMA class and with other senior executives and assistants. The core of the program is the study of leadership and the leaders role in high performance organizations.

Limited to 20 senior executives, the institute offers seven days of intensive, interactive learning alongside 15 members of the "next-gen" Leadership ICMA Class. The curriculum, designed by the faculty at UVA's Weldon Cooper Center for Public Service and Felicia Logan, ICMA's Director of Leadership Development, is varied.

### Overview

ICMA University in conjunction with the faculty and staff of the Senior Executive Institute (SEI) at University of Virginia is pleased to offer a unique seven-day SEI program for senior local government managers and participants in Leadership ICMA. The class will be held at the University of Virginia's (UVA) renowned Colgate Darden School of Business in Charlottesville, VA. Participants will stay within walking distance, at the nearby Residence Inn by Marriott.



ICMA-SEI Class of 2014

### Registration Information

**Dates:** May 30-June 6, 2015

**Fee:** \$3,698.40, includes all program costs, tuition, materials, special events, and most meals. It does not include travel or lodging; Team rates are available, contact Felicia Littky ([flittky@icma.org](mailto:flittky@icma.org)) for details.

**Applications now being accepted!**

This program continues to receive rave reviews from both the young professionals and the senior managers. "The most significant and life changing leadership development program I have ever been part of" is how many described the 7-day program. We hope you will consider making this unique leadership development opportunity part of your professional development.

SEI is designed specifically for senior local government managers, and is held at the University of Virginia's (UVA) renowned Colgate Darden School of Business. The curriculum, designed by the faculty at UVA's Weldon Cooper Center for Public Service, is varied, and the faculty well-grounded in the needs and concerns of the top local government executive. As a participant in the program, you will have ample opportunity to hone skills and test strategies that can help you build a high performance organization. If you have made the commitment to your career in local government, you should consider attending ICMA SEI Leadership Institute. You'll take away these important benefits:

- **Extensive peer-level and "next gen" communication.** Increase networking and mentoring opportunities as a result of participating in SEI events.
- **Expanded knowledge.** Gain in-depth insights into every aspect of local government leadership and management.
- **Professional recognition.** Peers, staff, and local government leaders all value the SEI certification designation.

**Registration.** We are now accepting applications for the 2015 ICMA SEI Leadership Institute. The fee for this seven-day program is \$3,698.40. Team rates are available; contact Felicia Littky at [flittky@icma.org](mailto:flittky@icma.org)

Register by January 3 to receive \$100 discount! The fee includes all program costs, tuition, materials, special events, and most meals. It does not include travel or lodging.

**Dates:** May 30-June 6, 2015

**SEI receipt and cancellation:** Receipts will be mailed within two weeks of acceptance into program. Confirmations of acceptance will be e-mailed within six weeks. If you are accepted, the \$750 deposit is non-refundable. You will receive an invoice from UVA in the spring for the balance-due (\$2948.40). To cancel your registration, please notify ICMA in writing before by February 27, 2015. *After February 27, 2015, cancellations will not be accepted and the entire amount (\$3698.40) will be non-refundable.*

**Lodging:** The University of Virginia will contact you with room block information closer to time.

#### **Eligibility Requirements**

A total of 20 top managers and assistants will be selected for this institute along with 15 Leadership ICMA Class members. One goal of this program is to experience executive leadership in a multigenerational learning community sponsored by ICMA University and University of Virginia. Credentialed managers will be given preference.

**Contact:** If you have questions, please e-mail [flittky@icma.org](mailto:flittky@icma.org)

## Committee on Committees

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November 14, 2014

At the November 14, 2014 meeting of the Committee on Committees, the following recommendations were approved:

The appointment of Jennifer Mary Hoskins (representing the Commission on Aging) to the Human Service Advisory Committee

The appointment of Martina Wharton to the Commission on Aging for a term ending 9/1/2018

The reappointment of Lisa Dahn to the Mansfield Advocates for Children for a term ending 10/14/2016

The appointment of Shawn Santasiere (representing the Sustainability Committee) to Connecticut Water Company Advisory Committee.

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**Mary L. Stanton**

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**From:** Jonathan Sgro <jonsgro@gmail.com> on behalf of Jonathan Sgro <jon@sgro.com>  
**Sent:** Thursday, November 20, 2014 12:05 PM  
**To:** Town Clerk  
**Subject:** community playground

Item #12

Please forward to Town Council...

Town Council,

I won't be able to attend the meeting on the 24<sup>th</sup>, but I want to throw in my support for the Community Playground. It is exactly what we need adjacent to the Community Center and across from the Storrs Downtown. The town doesn't have a playground that is available for day use except for the Library and Bicentennial, and both of those are old and small. This new proposed playground looks awesome and it will be a great spot for families to come together.

Please do whatever is necessary to make this playground a reality.

Thank you,

Jonathan Sgro  
57 Browns Rd

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**MEMORANDUM OF AGREEMENT**

**between  
University of Connecticut  
and  
Town of Mansfield**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of the 12<sup>th</sup> day of November 2014, by and between THE UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education ("UConn"), and the TOWN OF MANSFIELD, a municipal corporation ("Mansfield"). UConn and Mansfield are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, UConn's School of Fine Arts currently administers the Community School of the Arts (hereinafter referred to as "CSA"), a fine arts program offering non-credit classes in musical and visual arts to students of all ages, from infants to seniors, on grounds located within the Town of Mansfield; and

**WHEREAS**, Mansfield currently administers its Parks and Recreation Department to provide a variety of leisure opportunities to residents of the Town of Mansfield and the surrounding communities; and

**WHEREAS**, Mansfield and UConn mutually wish to transition the administration of CSA from UConn to a program administered solely by Mansfield over the course of several years, the exact length of which is to be determined during the transition period; and

**WHEREAS**, the Parties have agreed that such transition will occur only if UConn and Mansfield can mutually develop CSA into a financially-sustainable program administered by Mansfield at the end of a transition period of several years, the exact length of which will be determined mutually by the Parties as this Agreement progresses; and

**WHEREAS**, the Parties wish to memorialize in this Agreement their respective contributions to the transition plan.

**NOW THEREFORE**, for the promises and considerations set forth herein, UConn and Mansfield do hereby agree as follows:

**1. Purpose; Term and Termination.**

- (a) The purpose of this Agreement is to set forth the obligations of the Parties hereto.
- (b) The term of this Agreement shall commence on the date upon which this Agreement is approved as to form by the Office of the Attorney General and

June 17, 2014

run through June 30, 2016. Thereafter, this Agreement shall be subject to annual renewal as specified in Section 6 of this Agreement.

- (c) Either Party may terminate this Agreement at any time. However, any such termination shall not become effective until June 30 of the then current Fiscal Year. The Parties agree that for purposes of this Agreement a fiscal year runs from July 1 through June 30. Both Parties agree that in the event either Party terminates this Agreement, each Party's respective rights and responsibilities do not cease until June 30 of the Fiscal Year in which the notice to terminate was given.

## 2. UConn Agrees To:

From the date this Agreement commences through June 30, 2016, UConn agrees, at its sole expense to:

- (a) Continue to provide the current space at UConn's campus in Storrs, Connecticut to operate CSA classes and programs, or equivalent space as mutually agreed to by the Parties;
- (b) Continue to maintain the facilities used by CSA on UConn's campus, including structural maintenance, provision of all utilities, insurance and inclement weather measures;
- (c) Continue to provide teachers and instructional staff for all CSA classes and programs;
- (d) Order and pay for all supplies for CSA classes and programs;
- (e) Continue to market through direct mail seasonal program brochure and include Mansfield Parks and Recreation Department logo and website link for cross promotion;
- (f) Provide the payroll administration of all teachers for CSA classes and programs;
- (g) Appoint an Academic Program Coordinator to administer CSA;
- (h) Appoint the Academic Program Coordinator as a UConn employee and pay the employee's salary and associated benefits;
- (i) Provide office space to the Academic Program Coordinator;
- (j) In conjunction with Mansfield, jointly supervise the Academic Program Coordinator;

June 17, 2014

- (k) Cover all costs, including wages, of student labor associated with CSA;
- (l) In the event that class fees collected and reimbursed by Mansfield as outlined in Section 3(c) and 3(d) of this Agreement are not sufficient to cover the costs of CSA classes and programs, absorb the burden of the financial loss to CSA;
- (m) Review this Agreement with Mansfield annually in accordance with Section 6 of this Agreement; and
- (n) At the conclusion of this or a future Agreement, provided that, to the reasonable satisfaction of Mansfield, CSA has been successfully transitioned into a financially-sustainable program capable of being administered solely by Mansfield, release to Mansfield the full administration of CSA, pursuant to an amendment to this agreement or another written agreement negotiated and executed before said date of release.

3. Mansfield Agrees To:

From the date of commencement of this Agreement through June 30, 2016, Mansfield agrees to:

- (a) Conduct all student registration for CSA classes and programs;
- (b) Include all CSA classes and programs in the seasonal activities brochure published by Mansfield's Parks and Recreation Department with website link for cross promotion;
- (c) Collect all class fees from student participants;
- (d) Provide all fees collected from student participants to UConn as reimbursement for the costs of teacher and administrator salaries and operational costs for all CSA classes and programs, less any expenses incurred by Mansfield through publishing and registration of CSA classes and programs;
- (e) In conjunction with UConn, jointly supervise the Academic Program Coordinator;
- (f) Review this Agreement with UConn annually in accordance with Section 6 of this Agreement; and
- (g) At the conclusion of this Agreement, provided that to the reasonable satisfaction of Mansfield, CSA has been successfully transitioned into a financially-sustainable program capable of being administered solely by Mansfield, assume from UConn the full administration of CSA, pursuant to an

June 17, 2014

amendment to this Agreement or another written agreement negotiated and executed before said date of release.

**4. Both Parties Agree To:**

From the date of commencement of this Agreement through June 30, 2016, the Parties agree to:

- (a) Review this Agreement in April 2015 to determine the desired continuation and terms of this Agreement for CSA for the 2015-2016 Fiscal Year, including, but not limited to:
  - i. The source of funding for the Academic Program Coordinator salary and fringe rate for the upcoming Fiscal Year;
  - ii. The administration of CSA teacher and support staff hiring and salaries;
  - iii. The delegation of administrative support for CSA;
  - iv. The space in which CSA classes and programs will be conducted;
  - v. Future transition plans, needs and anticipated timelines; and
  - vi. Any other issues that require discussion during the course of administering CSA through its transition during the first year of this Agreement.
- (b) Share equally in a 50%-50% split between UConn and Mansfield any profits generated from CSA, less any expenses incurred by the parties;
- (c) Share open accounting of CSA expenses and revenues;
- (d) In accordance with UConn's current practice with regard to CSA, cancel any scheduled CSA classes or programs with enrollment that is evidently below a threshold sufficient to cover the costs of the teacher salaries and operational costs.

**5. CSA Academic Program Coordinator and Curriculum.**

- (a) As stated in Section 2(g), UConn agrees to appoint the Academic Program Coordinator as a UConn employee on a one-year contract and pay the employee's salary and associated benefits.
- (b) For the Fall 2014 academic semester, the current CSA curriculum of classes and programs will continue as now in place.
- (c) One of the main duties of the Academic Program Coordinator will be to review and possibly revise the curriculum of CSA, with anticipated changes commencing as early as the Spring 2015 academic semester. The curriculum

June 17, 2014

will be revised with the ultimate goal of transitioning CSA into a financially-sustainable program administered by Mansfield.

6. **Annual Review.** The Parties agree to review this Agreement and their obligations under it in April 2015 and then annually thereafter during the month of April of each year this Agreement is in effect. Annual renewals of this agreement will be entered into by May 1 of each subsequent year. In the event that either Party wishes to modify or amend this Agreement, that Party must deliver to the other Party a written notice of the terms proposed to be modified or amended by May 1 of each year. This Agreement may only be modified or amended by the execution of a written instrument, signed by both Parties and approved as to form by the Office of the Attorney General.
7. **Delays.** The Parties' respective obligations hereunder (other than the payment of money) are subject to reasonable delays for force majeure.
8. **Default.** If at any time either Party shall default in the performance or observance of any of the terms, covenants, conditions or agreements of this Agreement and such default shall not be cured within thirty (30) days after delivery of notice thereof from any non-defaulting Party to the defaulting Party (or if such default is capable of cure but not reasonably capable of cure within such thirty (30) day period, if the defaulting Party fails to commence a cure within such thirty (30) day period and diligently and continuously prosecute such cure to completion within a reasonable time period), then the non-defaulting Party shall be entitled to (i) terminate this Agreement upon written notice to the other Party, and/or (ii) pursue such other remedy as may be available at law or in equity; provided, however, that if such default involves an emergency (i.e., the possibility of risk of injury to person or property), or performance of such obligation is necessary to prevent or relieve an emergency, then the notice required to be given hereunder need only be such reasonable notice, if any, as is warranted by the nature of the specific condition involved. Notwithstanding anything to the contrary contained herein, each Party hereby waives consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for claims, disputes, or other matters arising out of or relating to this Agreement.
9. **Compliance with Laws.** To the extent applicable to this Agreement, Mansfield acknowledges and agrees that it shall comply with and be subject to the laws, rules, regulations and executive orders set forth in Exhibit A attached hereto, which Exhibit A is incorporated herein by reference and made an integral part of this Agreement.
10. **Cooperative Effort.** The Parties agree to work cooperatively to accomplish the objectives described in this Agreement.
11. **Mediation.** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to seeking other recourse. Mansfield and UConn shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall take place in the Town of Mansfield, Connecticut and shall be

June 17, 2014

administered by a mutually agreeable mediator in accordance with the Commercial Mediation Procedures of the American Arbitration Association ("AAA") in effect on the date of this Agreement; provided, that such mediation is not required to be conducted under the auspices of the AAA unless required by either Party. A request for mediation shall be made in writing, delivered to the other Party to the Agreement. The submission of any claim, dispute or other matter to mediation shall not constitute a waiver of any rights of either Party under applicable law.

12. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
13. **Entire Agreement.** This Agreement, together with the exhibits hereto, constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior discussions and agreements, oral or written, express or implied, relating to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by authorized representatives of the Parties and approved by the Office of the Attorney General. The performance by any Party of its obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by the other Party.
14. **Execution.** This Agreement may be executed in one or more counterparts each of which shall constitute an original but which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile, portable document format ("PDF") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The signature of any Party on this Agreement by telecopier, facsimile, PDF or other electronic means is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any telecopier, facsimile or other electronic signature will be re-executed in original form by the Party which executed the telecopier, facsimile, PDF or other electronic signature. No Party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.
15. **Benefit; Binding.** This Agreement shall inure to the benefit of, and shall be binding upon UConn, but may not be assigned by UConn; any such assignment shall be null and void. This Agreement shall inure to the benefit of, and shall be binding upon Mansfield, its successors and assigns, including, without limitation, any corporation or other business organization with which Mansfield may merge or consolidate or to which it may transfer substantially all of its assets or otherwise enter into an acquisition or reorganization transaction.
16. **Approval of the Office of Attorney General.** This Agreement shall not be binding on either party unless and until approved as to form by the Office of the Attorney General.

June 17, 2014

17. Notices. All notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) two (2) calendar days after the date of posting if transmitted by certified mail, return receipt requested, or (c) one (1) business day after pick-up if transmitted by nationally recognized overnight courier service, whichever shall first occur, in each case to the address of the Party set forth below. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required to be given. Any Party hereto may change its address for purposes hereof by notice given to the other Party in accordance with the provisions of this Section 16.

If to Mansfield:

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

If to UConn:

University of Connecticut  
352 Mansfield Road, Unit 1086  
Storrs, CT 06269-1086  
Attention: Office of the Provost

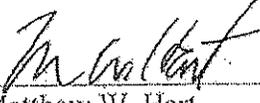
[remainder of page intentionally left blank; signature page follows]

June 17, 2014

[Signature Page to Memorandum of Understanding]

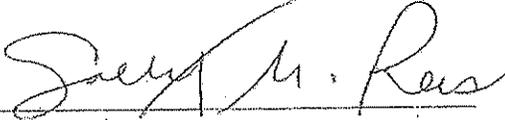
IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first above written.

THE TOWN OF MANSFIELD

By:   
Matthew W. Hart  
Town Manager

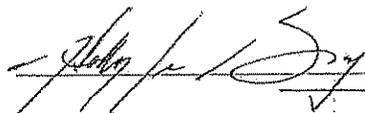
Date: 07/02/2014

THE UNIVERSITY OF CONNECTICUT

By:   
Vice Provost for Academic Affairs

Date: 7/6/2014

APPROVED AS TO FORM:

 Date: 11/12/14  
Associate/Assistant Attorney General

June 17, 2014

## EXHIBIT A

1. Claims Against the State. Mansfield agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or UConn arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Mansfield further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
  
2. State Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At Mansfield's request, UConn shall provide a copy of these orders to Mansfield. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
  
4. Sovereign Immunity. The Parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or UConn of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement.
  
5. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide UConn with authority to enter into contracts in the pursuit of its mission.
  
6. Insurance. Mansfield agrees that while performing all services specified in this Agreement, its contractors will carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance will be filed with University prior to the performance of such services.

June 17, 2014

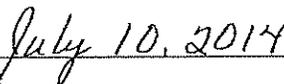


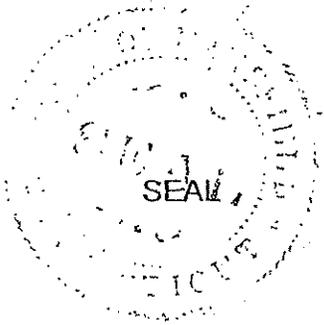
TOWN OF MANSFIELD  
Certified Resolution

I, Mary Stanton of the Town of Mansfield, a Connecticut municipality, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Town Council of the Town of Mansfield duly held and convened on October 10, 2006, at which meeting a duly constituted quorum of the Town Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, This is to certify that pursuant to Section C502 of the Charter of the Town of Mansfield, Matthew W Hart, the Town Manager of the Town of Mansfield, shall sign and make all contracts and agreements in the name of the Corporation from this day forward.

  
\_\_\_\_\_  
Mary Stanton  
Town Clerk

  
\_\_\_\_\_  
Date





## MANSFIELD HISTORICAL SOCIETY NEWSLETTER

Vol. 50, No. 4

November 2014

### PRESIDENT'S CORNER



The colors of autumn in Connecticut are in their full majesty this week. A weekend walk through Mansfield Hollow let me appreciate the vista of the swift flowing water of the Natchaug River with fall colors in abundance and the historic Kirby Mill as a backdrop. It is one of my favorite views in Mansfield and I was able to see the work already done to once again allow water to provide hydroelectric power to a mill in Mansfield. Old ideas can be updated with new technology to produce energy that is better for the environment and that is certainly a good thing. The mill view made me reflect on the fact that our town was certainly not a quiet corner when the many mills were in operation on the rivers in town as they produced a variety of goods to be shipped near and far.

At our annual meeting, Connecticut State Archeologist Brian Jones educated us on the earliest inhabitants of Connecticut who arrived here as the Ice Age receded, long before the first European settlers came here in *The Great Migration* period of the 1600's. He also presented the most current scholarship in anthropology that determined Neanderthal Man lives on in our DNA; this shows that Neanderthal Man interbred with modern humans. An average of 2% of our DNA is of Neanderthal origin.

I would like to thank outgoing Vice President John Meyers for his service over the last year and Secretary Anne Bennett for her two terms on our board. Anne has agreed to serve as Vice President and John Meyers will serve in the Past President position. Mary Feathers is moving from Member-At-Large to the Secretary position, Anne Greineder to Treasurer and Keith Johnson as Assistant Treasurer. I welcome Jamie Lang-Rodean as our newest board member, filling our open Member-At-Large position. Thanks to all our board members who continue to serve and to all our great volunteers.

The Introduction to Genealogy Workshop on October 25<sup>th</sup> will likely have already occurred before you receive this newsletter. Our next program will be on Thursday, November 13<sup>th</sup> at the Altnaveigh Inn where Christopher Dobbs will present a program on the history of beer. The following night, genealogist Jennifer Zinck will present a program on DNA and your family tree. I hope you will be able to attend our fall programs.

*(continued on next page.)*

### MARK YOUR CALENDAR

#### **Thursday, November 13, 6:30 p.m.: NOVEMBER MEETING & DINNER PROGRAM**

Christopher Dobbs, Director of the Connecticut River Museum in Essex, will present "A Glass of Beer History." This dinner program will be held at the Altnaveigh Inn across the street from the Mansfield Historical Society Museum. Details and reservation forms are included in this newsletter.

#### **Friday, November 14, 7:00 p.m.: GENEALOGY PROGRAM**

Jennifer Zinck will present "DNA and Your Family Tree." The program will be held in the Buchanan Auditorium at the Mansfield Public Library (Route 89 in Mansfield Center).

In this issue you will find the membership renewal information. If you haven't done so already, please use the enclosed form to keep your membership current. Check your mailing label – a red dot indicates that your dues have not been paid.

As the holidays approach, please remember that the books published by MHS are always great gifts for anyone who loves history. Our most recent publications are *Gurleyville and Hanks Hill: Farms, Factories and Families* by Rudy J. Favretti and *Mansfield's First Citizen Speaker: The Honorable Shubael Conant, Esq.* by Roberta K. Smith.

Should you have any suggestions for the Historical Society and its museum, please contact Ann Galonska or me via mail, phone (860-429-6575) or e-mail ([mansfield.historical@snet.net](mailto:mansfield.historical@snet.net)). I look forward to serving as the MHS president.

*Keith Wilson, President*

### HISTORY OF BEER PROGRAM IN A TAVERN SETTING

Our November meeting will be held on Thursday, November 13, in the historic Isaac Sargaent house (c. 1734), now the Altnaveigh Inn. The present owners, Douglas and Gail Parks, have planned a sumptuous autumn-themed meal for us, with a nod to the past. The tavern-like atmosphere will be enhanced with candlelight and a crackling fireplace. It will be a perfect setting for a program on the history of beer presented by Christopher Dobbs!



Beer has been a drink of choice for nearly 6,000 years. It has brought people together, built communities, and been the demise for some. Through a fascinating visual history of this pervasive beverage, Christopher Dobbs will take viewers on a journey that starts in the Fertile Crescent, ferments in Europe and pours into America.

How did it all start? What shape did it take? How did it lead to the American Revolution, temperance movement and the microbrewery craze? These are just some of the questions that will be explored as we move from its beginnings as barley wine to the famous 1516 *Reinheitsgebot* that set purity standards, to a young Republic that made money off of hops and became a nation of beer drinkers.

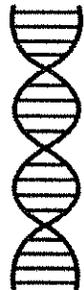
With an emphasis on America, Dobbs will explore some of the other competing drinks that have whetted the American mouth and share several historic recipes.

Christopher Dobbs has 20 years of extensive history museum experience. As Executive Director of the Connecticut River Museum (CRM), he is involved in fiscal management, fundraising, exhibit development, public programs, and staff supervision. Prior to working for CRM, Dobbs was the Executive Director for nearly 10 years of the Noah Webster House & West Hartford Historic Society. He is also the former Associate Director of Education for Mystic Seaport where among other responsibilities he managed the museum's youth programs, special events, and theatrical programs. Dobbs has received a number of awards for his exhibits and programs including from the American Alliance of Museums, the Connecticut League of History Organizations, and the prestigious Wilbur Cross Award from the Connecticut Humanities. Dobbs has been a hand-selected Peer Adviser for the Connecticut Department of Economic and Community Development since 2006. He holds a BA from Indiana University and an MA in Museum Studies from the Cooperstown Graduate Program.

We hope you will join us on November 13 for this entertaining dinner program. The cost is \$25 (gratuity included). The menu is detailed on the reservation form. Seating is limited. Please send in your reservation form as soon as possible. **The reservation deadline is November 8.**

### DNA AND YOUR FAMILY TREE

On Friday, November 14, 7:00 p.m., Jennifer Zinck will discuss the use of DNA analysis in genealogy research. Have you heard about DNA testing but you're not sure what it can do for you? Join us to learn about the different types of DNA tests and how they might help you to knock down tough brick walls and connect branches of your family tree.



This is the second of our genealogy programs this fall. It follows on the heels of the Introduction to Genealogy Workshop presented by Richard Roberts and Keith Wilson on October 25. Zinck's presentation will be held in the Buchanan Auditorium at the Mansfield Public Library. Admission is free.

Jennifer Zinck is a genealogist, speaker and educator who specializes in the intersection of traditional and genetic genealogy. She serves as Secretary of the Connecticut Professional Genealogists Council and as a Trustee of the Godfrey Library in Middletown, CT. Zinck is also a member of the Association of Professional Genealogists, the

National Genealogical Society, and many other professional organizations.

### A SUCCESSFUL SUMMER AND A BUSY FALL AT THE MUSEUM

We have just concluded another successful season at the museum. The museum opened on June 1<sup>st</sup> and during the summer months we welcomed visitors from throughout Connecticut and New England and from as far away as China. Once again I want to thank Pam Roberts who coordinated the volunteer hosts for the summer and all those who hosted.

Although the museum closed on September 28, the library is open year round by appointment. Please call or email if you want to access the archives. The museum will open again next June and you can look forward to a variety of new exhibits and programs.

At this time of the year, the attention shifts to the collections. The summer exhibits are coming down and we again are tackling the backlog of cataloging and our storage issues. We are fortunate to have a new student intern working at the museum for the fall semester. Melissa Traub is senior at the University of Connecticut majoring in history and political science. Quin Harper, our faithful volunteer from E.O. Smith High School, is also continuing to work at the museum. With the help of these students, we are making headway on cataloging work and the reorganization of our storage areas.

Some progress has also been made in addressing accessibility issues in our buildings. Brad Freeman of the Town's Engineering Department has completed an ADA assessment of both buildings and has made recommendations for improving accessibility. Some of the recommended changes will affect the outside appearance of the main building and the sidewalks. A report is now being prepared to present to the Historic District Commission. They must approve the project before we can proceed further. Funding will be the next hurdle.

Following the attempted break-in at the museum in August, we have also had some work done on the alarm system to enhance security. In addition, new lighting will be installed on the rear of both buildings. The broken windows have all been repaired.

If you have been inside the new Price Shopper supermarket, you may have noticed the historic photographs on the walls in the Customer Service area and upstairs in the café. Those images

came from our collection. We sold copies of some of our historic photographs to the design firm that created the décor for the store.

We will soon begin planning our exhibits for next year. Please contact me if you would like to join the Museum Committee. Extra hands and ideas are always welcomed!

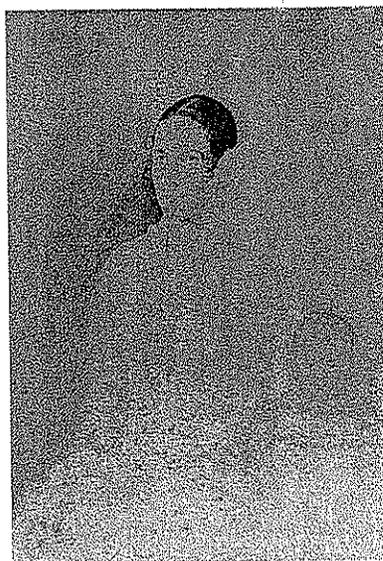
*Ann Galonska, Museum Director*

We are deeply indebted to artist Scott Rhoades who displayed a selection of his paintings at the museum this summer. When he dismantled his exhibit, he surprised us by donating his painting of the historic Dan Storrs house in Mansfield Center. We are pleased to add it to our collection, where it joins his painting of the Hanks Silk Mill, a previous gift from an anonymous donor.

### LEARNING MORE ABOUT OUR QUILTS AND THEIR MAKERS

Two noted quilt historians, Susan Reich and Barbara Garrett, visited the museum this summer and provided us with additional information about the quilts in our collection. They were able to date the quilts more accurately based on the fabrics used and their construction. With their help we added some valuable information to our accession records.

The earliest quilt in our collection was made by Polly Hanks Freeman (1786-1861) of Mansfield, probably in the 1810s - 1820s. Not only do we know who made the quilt, but we also have a record of her image. This is exceptionally rare.



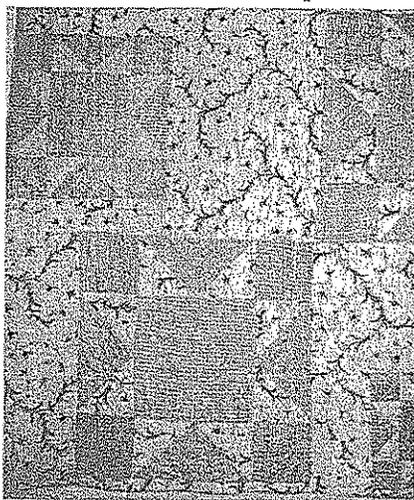
*Polly Hanks Freeman and her daughter, Sarah*

Polly Hanks married Shubael Freeman on January 14, 1810. Her brother-in-law, George Freeman, was a budding artist who later became a noted miniaturist. About 1814 he painted a pair of watercolor portraits of Polly and Shubael Freeman with their children. Those por-

traits are now in our collection, a gift from Clarice

Deming, a direct descendent. (You can read more about the artist in Wilma Keyes' book, *George Freeman, Miniaturist, 1787-1868*, published by the Mansfield Historical Society in 1980.)

Polly Freeman's variable star quilt has an unusual asymmetrical design. It follows no known pattern and was probably of Polly's own invention. It has five blocks 23" x 23", three blocks 16" x 16" and one block 11 1/2" x 11". The front is composed of three cotton fabrics – a larger floral sprig pattern, a small pink and white geometric print and a plain white fabric. The backing is homespun linen that Polly probably wove from flax grown on their farm at Spring Hill. The quilt is hand pieced and is quilted with an overall clamshell pattern.



*Detail of Polly Freeman's quilt*

Sue Reich noted that the floral print fabric is considerably older than the other materials in the quilt. She identified it as a mid-eighteenth century fabric imported from England. Such printed fabrics were often used for wedding dresses during

that time period. Reich surmised that Polly Freeman may have incorporated scraps from her mother's wedding gown in her quilt. Her parents, Sarah Webber and Silas Hanks, were married on October 20, 1762.

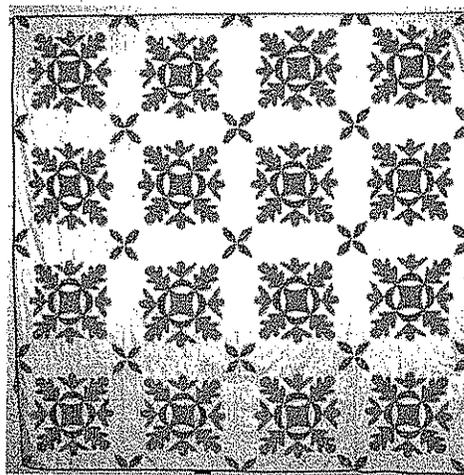
The quilt was given to the Historical Society by Mabel Freeman Kirkpatrick, a great-great-granddaughter of Shubael and Polly Hanks Freeman.

In doing research for our quilt exhibit, we also learned quite a bit about the maker of a beautiful applied coverlet given to the Historical Society by William A. Hahn. This coverlet is composed of sixteen 18" blocks and has a hand applied oak leaf and reel pattern in apple green and red calico. The applied design is outline-quilted with very fine stitches. It shows little sign of use and the colors are as vibrant as when it was made.

The coverlet's maker was identified with a small paper tag attached to it inscribed "Virginia Hahn - your great-great Aunt Lucrecia Clark". Further research identified the maker as Lucretia Ripley Clark Gager (1803-1895), who was born in

Windham and later moved to Ohio. In 1824 she married Jeremiah Clark, a native of Hampton, Connecticut. The couple returned to Connecticut and settled in Mansfield. Land records show that they owned property in Mansfield from 1826 until 1834. At least one of their children, Maria Louisa, was born in Mansfield. Following her husband's death, Lucretia and her four children moved to Ohio to be near her parents. In 1838 she married Marvin Gager and with him had two more children. She lived in Ohio the rest of her life. The coverlet in our collection was made prior to her remarriage, perhaps while she was still living in Mansfield.

Research on the Internet turned up an article written by Lucretia Ripley Clark Gager in which she



*Coverlet made by Lucretia Ripley Clark*

gives further details of her life. It was published in the *Urbana Daily Citizen* on February 14, 1888.

"I was born in Windham, Connecticut on 25th October,

1803, and lived there until 15 years of age. In 1818, my parents moved to Ohio. We came across the mountain with an ox team, we were on the road 3 or 4 weeks. We stopped near Dayton that summer and in September removed to Darby Plains where my father built a cabin about one mile south of Woodstock. At age of 21 and on my birthday, I was married to Jeremiah Clark and with him traveled back to Connecticut, crossing the mountains in a wagon. I lived there eleven years where my husband died in 1833, and in 1835 I came back to Ohio with my four children, the eldest being nine years old and the youngest three years. I came by steamboat and canal as far as Columbus and then by wagon to Clark County where my parents then lived. In 1838, I married Marvin Gager and in 1845 we moved to Woodstock where we have lived most of our lives. Two of my six children have passed on, of the four left, the youngest is 42 years. I am now at the advanced age of 84 years and enjoying good health."

What a fortuitous discovery to find something written by the coverlet's maker!

MANSFIELD HISTORICAL SOCIETY MEMBERSHIP

Please check your address label. A RED DOT indicates that you have not paid your dues.

Name(s) \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

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Small Business (\$75) \_\_\_\_\_
Contributing (\$100) \_\_\_\_\_
Patron (\$150) \_\_\_\_\_
Corporate (\$250) \_\_\_\_\_

I wish to make an additional contribution of \_\_\_\_\_ to support the Historical Society.

PLEASE CONSIDER VOLUNTEERING! Check the volunteer opportunities that interest you.

Host/Hostess Exhibit Preparation Collections
Educational Programs Genealogy Research Historical Research
Office Work Special Events Handyman

Please make checks payable to The Mansfield Historical Society. Mail membership form and check to: Mansfield Historical Society / P.O. Box 145 / Storrs, CT 06268.

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RESERVATION FOR PROGRAM & DINNER AT THE ALTNAVEIGH INN
Christopher Dobbs - "A Glass of Beer History"
Thursday, November 13, 2014, 6:30 p.m.

Please reserve \_\_\_\_\_ places for dinner. Enclosed is a check made out to "Mansfield Historical Society" in the amount of \$ \_\_\_\_\_ at \$25.00 per person (gratuity included). Send to Mansfield Historical Society, PO Box 145, Storrs Mansfield, CT 06268.

MENU: Please indicate your choices for the 1st course and dessert.

1st course: Homemade popovers with sweet cream butter, maple syrup and powdered sugar
Choice of: \_\_\_\_\_ Butternut squash soup OR \_\_\_\_\_ Salad

Main course: Roasted chicken, baked stuffed potato and carrot soufflé

Dessert Choices: \_\_\_\_\_ Warm Indian pudding OR \_\_\_\_\_ Apple pie

A cash bar will be available; house wine is \$5.00/glass.

Name(s): \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

RESERVATION DEADLINE is November 8, 2014

Mansfield Historical Society  
P. O. Box 145  
Storrs, CT 06268-0145

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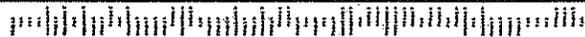
Web site: [www.mansfieldct-history.org](http://www.mansfieldct-history.org)  
Email: [mansfield.historical@snet.net](mailto:mansfield.historical@snet.net)

ADDRESS SERVICE REQUESTED

Matt Hart, Town Manager  
Audrey Beck Municipal Building  
4 S. Eagleville Road  
Storrs, CT 06268

REMEMBER: November 13 – Dinner Program at Altnaveigh Inn November 14 – Genealogy Program  
PLEASE RENEW YOUR MEMBERSHIP!

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MANSFIELD HISTORICAL SOCIETY EXECUTIVE COUNCIL  
2014-2015

ELECTED OFFICERS:

**President:** Keith Wilson  
**Past President:** John Meyers  
**Vice President:** Anne Bennett  
**Secretary:** Mary Feathers  
**Treasurer:** Anne Greineder

**Assistant Treasurer:** Keith Johnson  
**Member-at-Large:** Sharry Goldman  
**Member-at-Large:** David Landry  
**Member-at-Large:** Pam Roberts  
**Member-at-Large:** Jamie Lang-Rodean

COMMITTEE CHAIRS:

**Programs:** *Vacant*  
**Membership:** Marty Yutzey  
**Hospitality:** Joan DeBella  
**Research & Publications:** Carl Schaefer  
**Newsletter:** *Vacant*  
**Publicity:** *Vacant*

**Education:** Carolyn Stearns  
**Old Houses:** Donna Clouette  
**Museum:** *Vacant*  
**Collection Management:** Lisa Ferriere  
**Library:** Dick Schimmelpfeng  
**Genealogy:** Richard Roberts

EX-OFFICIO MEMBERS:

Ann Galonska (Museum Director)  
Roberta Smith (Town Historian)

# UConn Community Update

News and Information from UConn for the Town of Mansfield

Fall 2014

## Master Plan Presents 20-Year Vision for Storrs Campus

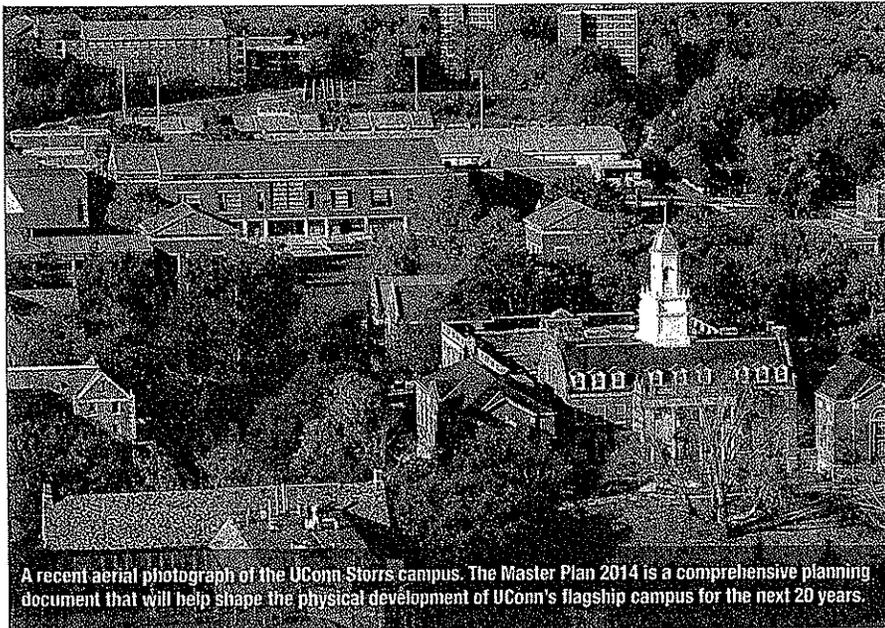
*A comprehensive plan that will help shape the physical development of the Storrs campus for the next 20 years will soon be available for public review.*

UConn officials and the architectural, design, and engineering firm Skidmore, Owings, and Merrill have almost completed a comprehensive planning document that will help shape the physical development of UConn's flagship campus for the next 20 years.

The draft Master Plan 2014 is intended to help guide the construction and placement of buildings, utilities, transportation, and other infrastructure components to support the University's mission and academic plan.

NextGen and other major projects are expected to add 3.5 million gross square feet of space to UConn's campus, which currently comprises 10 million gross square feet. Since 1989, usable space on campus has nearly doubled, with 4.2 million gross square feet being added through the UConn 2000 and 21st Century UConn initiatives.

Guiding principles of the master plan, derived from UConn's Academic Vision, include putting vitality and creativity on display; enhancing the campus as an intellectual hub; creating a sustainable foundation that anticipates change and growth; and utilizing the campus to recruit and retain outstanding faculty and students.



A recent aerial photograph of the UConn Storrs campus. The Master Plan 2014 is a comprehensive planning document that will help shape the physical development of UConn's flagship campus for the next 20 years.

"The plan will be an essential road map, as our facilities and infrastructure grow and evolve over decades," President Susan Herbst says. "We must ensure that the campus is built in a truly strategic way, with regard to our academic needs, housing, sustainability, way-finding, and architectural excellence."

Master Plan 2014 is expected to be adopted by the Board of Trustees in 2015 after an environmental analysis is complete.

In the interim, the planners are holding informational public presentations on the plan, including on campus and at a session that was held in Mansfield Town Hall on Thursday, Oct. 30. The draft will be posted online later this fall.

The plan includes the \$1.5 billion in capital projects under Next Generation Connecticut, as well as high-level plans for other new construction, renovations, and infrastructure changes and improvements. Existing plans for the UConn Tech Park, Athletics, Residential Life, and landscaping are all incorporated.

"It's not just a detached, physical plan; it is integrated with the academic mission," says UConn director of planning Beverly Wood. "It's geared towards improving the student life experience, so that as we grow enrollment, we have not only the facilities, but also the support services for students."

That will be accomplished, in part, by an emphasis on science facilities, especially under NextGen. One of three districts identified in the plan as getting the bulk of new construction is the "Science District," which will expand upon the current science area of campus on North Eagleville Road, according to Wood.

The proposed near-term plans include the new Engineering and Science Building near the Chemistry Building, a science building on the former X Lot, and a science building near the South Campus residence halls on Whitney Road. The "South Campus District" is another area that will see a lot of new construction.

Construction will begin soon on a new learning community for science, technology, engineering, and math (STEM) students, which is expected to open on Alumni Drive in 2016.

Other new residence halls are in the works, including one for Honors Program students, and plans also include a new hockey rink, soccer and baseball facilities, and a Horsebarn Hill fitness trail.

The third area where development will be heavy is the "Hillside Road District," from Gilbert Road to Jorgensen, which Wood says could become "a new 'Main Street.'"

"Fairfield Way has a Main Street-effect because of the buildings on either side," she says. "But the Main Street along Hillside will be a student gathering space, a downtown atmosphere on campus for the students."

Proposed projects there include a new student recreation center, and a new student health center. In the future there could be improvements to, and an expansion of, the Student Union, new residence halls in the area of West Campus and Connecticut Commons, and a possible new Gampel Pavilion concourse level.

Other proposals, such as pedestrian "woodland corridors" traversing campus in an east-west direction, will enhance the overall "feel" of campus, and also have a role in sustainable design for storm water management.

# Best-selling Author Wally Lamb Heads to the Big Screen

ren best-selling fiction writer Wally Lamb '72 (CLAS), '77 MA admits he never could have envisioned it: The house in which he spent roughly 16 years writing several of his celebrated novels is now part of a movie set for a forthcoming feature-length film based on one of those books.

Lamb's fourth book, the comic novella *Wishin' and Hopin'* (HarperCollins, 2008), the first of his works to be adapted for the big screen. Filmed in Connecticut by Rocky Hill-based Synthetic Cinema International, the movie—slated for a limited release across the country later this year—was shot in part just minutes from the UConn Storrs campus, in a quiet, residential neighborhood in Willimantic. There, inside the same unassuming, three-story home where the

Cinema, which has traditionally developed horror movies. Yet Lamb says it didn't take much convincing to get him on board with the project. Andrew Gernhard, president of Synthetic, is one of Lamb's former students from Norwich Free Academy, a high school in Norwich, Conn., where Lamb taught for 25 years. Gernhard approached Lamb with the idea for the film.

Although the movie rights for several of his other novels had been sold previously, none of those deals has yet led to the development of a feature-length film. "Suddenly, this project was a go," Lamb says. "It's been a very fast sort of turnaround, and I have nothing but praise for this company, the crew, and the casting of both the major stars and the kids. It's really been a peak experience for me."

Throughout the 23 days of filming, interacting with the young members of the cast was among the highlights for the former high school teacher and university professor.

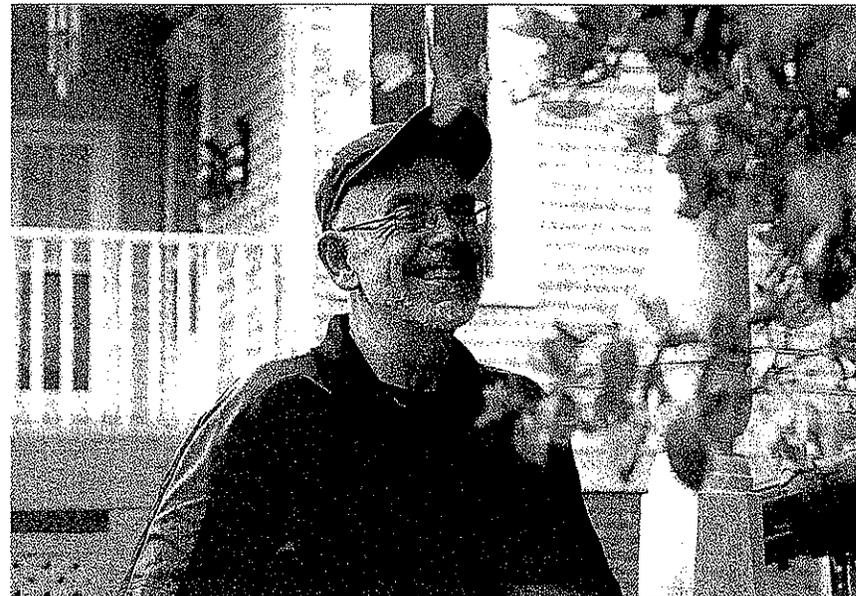
"I got along famously with the kids," says Lamb, who spent time between scenes entertaining the child actors with his skills as a caricaturist. The movie, which wrapped up filming last month, was shot in the Connecticut towns of Willimantic, Jewett City, and Norwich—another source of excitement for Lamb, who was born in Norwich and still lives in Connecticut.

"One of the delightful things for me about this experience was the chance to bring the story back to home port," says Lamb, who had suggested to the film's producers the idea of using the house in Willimantic as one of the movie sets. The interior of the house was subsequently transformed into the Funicello family home, and the office in which Lamb wrote the novel *Wishin' and Hopin'* became Mr. and Mrs. Funicello's bedroom in the film.

"It was kind of surreal," says Lamb, though he believes the late owner of the home, his friend and former landlady Bernice "Bunny" Bennett, would have approved. "I knew she would have gotten a kick out of using her house," he says.

He hopes to have one of the movie's premieres scheduled at a nonprofit performing arts theater in Connecticut to help raise funds benefiting charitable organizations in the area.

Meanwhile, he continues to write, with work underway on a prequel to *Wishin' and Hopin'*, titled *Vote for Miss Rheingold* and slated for release next year through the publisher eBook Extreme. According to Lamb, this latest work promises to offer a multimedia experience for the reader, incorporating narration and some documentary-style elements, as well as some original filming. Whether or not this will lead to another Lamb cameo appearance, however, remains to be seen.



ally Lamb served as executive producer of a forthcoming feature-length film based on his novel *Wishin' and Hopin'*, which was filmed locally in Willimantic, Jewett City, and Norwich. Lamb is looking forward to its theatrical release for the holiday season. In addition to limited theatrical release in theaters across Connecticut, New York City, and Los Angeles, "*Wishin' and Hopin'*" will air at 9 p.m. EST on Dec. 6 on the Lifetime channel.

Conn alum had for many years rented space as a writing sanctuary, and his characters will now come to life on film.

Among the stars cast are Molly Ringwald, Meat Loaf, and Annabella Sciorra. Lamb himself will also make a cameo appearance in the movie, playing the role of a school janitor.

"I still scratch my head sometimes and say, 'How did all of this happen?'" Lamb says. "I have a pretty good imagination, but I couldn't have imagined a life for myself that has become this cool and this interesting and this challenging."

Set at Christmastime in 1964, *Wishin' and Hopin'* tells the story of 10-year-old Felix Funicello, a parochial school student growing up in the fictional town of Three Rivers, Conn. Lamb—who is more well-known for his lengthy, powerful, often heartrending novels—refers to *Wishin' and Hopin'* as his comic-relief novel.

"I wanted to try to remind myself that you can walk on the sunny side of the street," he says of writing the book, which followed *The Hour I First Believed*, a novel based on the 1999 Columbine massacre.

The lighthearted, nostalgic story of young Felix is not only a departure in style for Lamb, but also a marked shift for the production company Synthetic

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# UConn's Value to Connecticut: \$3.4 Billion a Year

The University of Connecticut generates about \$3.4 billion worth of economic activity each year in the state, including more than 24,000 jobs and over \$202 million in tax revenue, according to a report by Tripp Umbach, a leader in economic impact analysis.

The most comprehensive evaluation to date of the economic value UConn provides to Connecticut, the report, focused on fiscal year 2013, measured everything from research grants won to the charitable contributions of students, faculty, and staff.

"This report provides an empirical foundation for concluding what's long been clear anecdotally: UConn is essential to the success of our state," said University President Susan Herbst. "It also provides a baseline we can use to measure our success as we embark on new initiatives like Next Generation Connecticut and the UConn Technology Park."

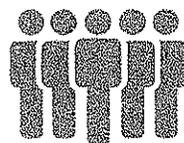
The study assessed both direct economic impact—money spent by the institution itself—and indirect impact, which measures the re-spending

**\$3.4 Billion**

of dollars within the local economy by businesses and households. Among the findings:

- UConn generates \$1.5 billion in direct economic impact and \$1.9 billion in indirect impact;
- UConn supports about 24,235 jobs, both directly and indirectly, or one out of every 90 jobs in Connecticut;
- UConn generates around \$202 million in state and local tax revenues;
- Research at UConn is worth roughly \$373 million to the Connecticut economy;
- Volunteering, donations, and charity health care by the UConn community is worth \$54.2 million a year.

According to the report, UConn's Storrs campus is responsible for about \$1.7 billion worth of economic activity every year. To view the report, visit [economicimpact.uconn.edu](http://economicimpact.uconn.edu).



**24,235**  
UConn-supported jobs



**\$11.80**  
UConn generates \$11.80 for every state-funded dollar

## UConn Researchers Develop Personalized Ovarian Cancer Vaccines

Researchers at the University of Connecticut have found a new way to identify protein mutations in cancer cells. The novel method is being used to develop personalized vaccines to treat patients with ovarian cancer. The results appeared online in the 22 September issue of the *Journal of Experimental Medicine*.

"This has the potential to dramatically change how we treat cancer," says Dr. Pramod Srivastava, director of the Carole and Ray Neag Comprehensive Cancer Center at UConn Health and one of the principal investigators on the study. "This research will serve as the basis for the first ever genomics-driven personalized medicine clinical trial in immunotherapy of ovarian cancer, and will begin at UConn Health this fall."

UConn bioinformatics engineer Ion Mandoiu, associate professor of computer science and engineering, collaborated as the other principal investigator for the study, which has been in development for the past four years.

Dr. Angela Kueck, a gynecological oncologist at UConn Health, will run the initial clinical study. The research team will sequence DNA from the tumors of 15 to 20 women with ovarian cancer, and use that information to make a personalized vaccine for each woman.

If the personalized vaccines prove to be safe and feasible, they'll design a Phase II trial to test its clinical effectiveness by determining whether they prolong patients' lives.

Since cancer cells originate from the body itself, the immune system doesn't recognize them as bad actors that must be destroyed. But cancer cells have tiny differences or mistakes that could give them away, if only the immune system knew what to look for.

"We want to break the immune system's ignorance," Srivastava says.

This type of collaboration among researchers in cancer biology, immunology, and computational bioinformatics is the engine driving UConn's personalized



Dr. Pramod Srivastava

medicine and genomics research, according to UConn's vice president for research, Jeffrey Seemann.

"This research is a great example of how diverse disciplines create synergy under the umbrella of genomics," Seemann says. "UConn aims to capitalize on such synergies to make progress in many areas that tap into the genomics realm."

UConn researchers have applied for two patents for their new technique. Creating a safe, effective cancer vaccine is one of the major long-term goals of personalized medicine.

"It is known that patients have genetic sequences that make them better candidates for some drugs than others," Srivastava says. The novelty of this new research is that it results in a drug specifically designed for a single person. If the approach proves safe and effective, it would be the ultimate in individualized medicine.



Connect with us: social.uconn.edu

Conn Community Update brings news and information from the University of Connecticut to its neighbors: the residents of the town of Mansfield. Comments and suggestions? communityupdate@uconn.edu



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## Arts & Culture on Campus

### WILLIAM BENTON MUSEUM OF ART

through Dec. 14  
*and Grant Landscapes: Pre-1950 American Landscapes from the Permanent Collection*

PHEM 101: *Science of Photography*

Jan. 22 – Apr. 3  
*On the Paint: Basketball in Contemporary Art*

### CONTEMPORARY ART GALLERIES

through Nov. 21  
*Time to Think Like a Mountain*  
Multimedia exhibition by Louise Menzies

### HOMER BABBIDGE LIBRARY

Nov. 10 – Feb. 20  
*From Transylvania to Tolland: The Art of Liviu Cupceanu*  
Norman D. Stevens Gallery  
*Current Illustration and Photography from UConn's Faculty in Art and Art History*  
Gallery on the Plaza

### JORGENSEN CENTER FOR THE PERFORMING ARTS

Nov. 14  
*Moscow State Symphony Orchestra*

Nov. 15  
*My Sinatra*

Dec. 2  
*A Seraphic Fire Christmas*

Dec. 6  
*Boston Pops Holiday Concert*



Jan. 23  
◀ *Matthew Polenzani*



### CONNECTICUT REPERTORY THEATRE

Nov. 20 – Dec. 7  
▲ *The 25th Annual Putnam County Spelling Bee*

### BALLARD INSTITUTE AND MUSEUM OF PUPPETRY

through Feb. 22  
◀ *Stages of Enchantment: The Little Puppet Theaters of Blair Thomas & Company*



Sharing news about Connecticut Water in your community

October 2014

## Wise Use of Water Resources



As a public water supplier, it is our responsibility to serve families and communities. We do so by providing a product that promotes the health of families, provides for public safety through ample water to fire hydrants, and contributes to economic vitality by having robust water systems for local needs.

In order to meet these obligations, we must be good stewards of the

environment – protecting precious water resources. We are fortunate to live in a part of the world that consistently receives adequate rainfall, and we are committed to protecting the quality of our water supplies and using water resources wisely.

The Water Revenue Adjustment (WRA) is a new tool that allows us to develop effective water conservation programs to reduce water usage by existing customers, and the amount of energy used to treat and pump that water. The WRA removes the financial disincentive for water utilities when customers use less water, while still providing a benefit to customers for using less water.

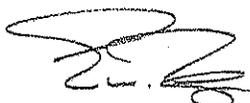
The Water Infrastructure and Conservation Adjustment (WICA) is another great example of a tool that reduces wasted water. Through a small surcharge on customer bills we are able to invest \$15 million each year on replacement of aging water pipes that otherwise frequently lose water through unseen underground water leaks or main breaks.

Our employees are also committed to the environment. A team of our employees and their families volunteered their time to pitch in and help the Farmington River Watershed Association during its most recent Farmington River clean-up day, and other employees have found ways to support their local communities.

Protecting and conserving water resources is something that the Company and its employees are passionate about. We are grateful that those who came before us protected the water resources that contribute to the quality of life we enjoy in Connecticut, and we are committed to preserving them for the benefit of future generations.

If you have any thoughts on how we can better serve you and your community, please let us know. You can call a member of the management team at your local Connecticut Water office, call me at 1-800-286-5700, or send an e-mail to [info@ctwater.com](mailto:info@ctwater.com).

Regards,



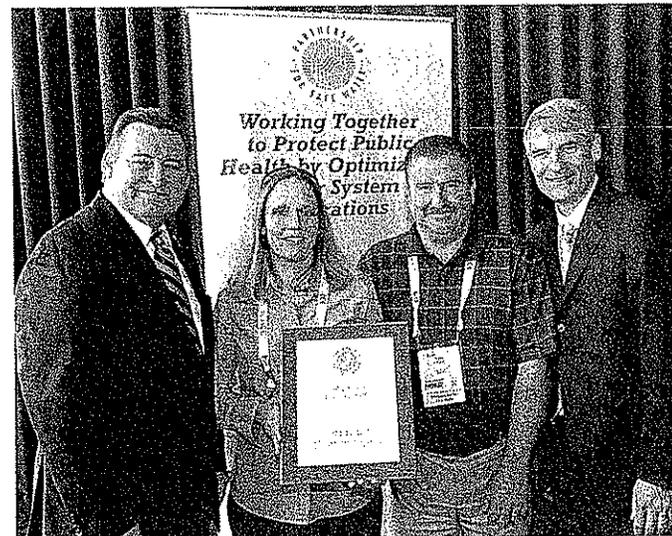
Eric W. Thornburg  
President and CEO

## Partnership for Safe Water Award

Connecticut Water was recently honored for its participation in a voluntary water quality program to enhance the delivery of quality water to customers. The Company was among a select group of utilities across the country to receive the "15 Year Directors Award of Recognition" from the Partnership for Safe Water, a program developed by the U.S. EPA, the American Water Works Association (AWWA) and associated partner organizations. The program requires rigorous collection and analysis of data to continually optimize the treatment and filtration of drinking water.

Connecticut Water is one of only two water utilities in Connecticut that has attained the 15 Year Directors Award.

According to Craig Patla, Connecticut Water's Vice President of Service Delivery, "Connecticut Water's goal is to continually strive to optimize operations and improve the quality of water delivered to our customers." We are proud of our operations and water quality team for their ongoing efforts to improve our treatment process.



Left to right: John Donahue, President AWWA; Kristen Schaffer, Chief Operator at the MacKenzie Water Treatment Plant in Clinton; Dan Kean, Chief Operator at the Stewart Water Treatment Plant in Naugatuck; and Peter Grevatt, Director of USEPA Office of Ground Water & Drinking Water

## Promoting Conservation with the WRA

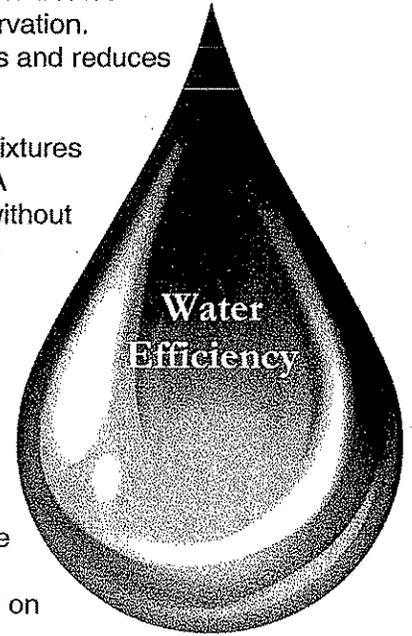
Water Revenue Adjustment (WRA) found on customers' water bills is a tool to promote water and energy conservation. It was part of a 2013 law that was supported by both environmentalists and water utilities. It removes the financial disincentive for water companies to promote effective conservation. Reducing water usage has both short term and long term benefits, as it saves water resources and reduces energy needed to produce and deliver water to customers and communities.

High efficiency washing machines, dishwashers and more efficient toilets and plumbing fixtures are readily available, there are more opportunities to drive water conservation. With the WRA as a new tool, water companies can now partner to promote the reduction of water usage without jeopardizing their operations or their ability to make needed capital investments to sustain the water systems.

WRA allows a water company to recover in rates the revenues previously authorized by the Public Utilities Regulatory Authority (PURA)—no more, no less. During the rate setting process, PURA determines what revenues are necessary for the water utility to cover their costs, after scrutinizing their expenses and capital investments to ensure they are prudent and provide a benefit to customers. Customers' rates are then set based on the expected water usage. As a result, with traditional ratemaking, the company's financial success relied on increasing the projected usage so there was no incentive to promote conservation. Now with the WRA, the company can still recover their approved expenses when water usage declines. If actual usage should exceed the PURA forecasted amount, a WRA credit would be placed on customers' bills.

WRA provides customers the ability to control their bill. It does not penalize low volume water users, such as seniors, the same way a rate structure that relied on an increased fixed charge would. Customers who conserve will pay a proportionally lower water bill than other customers who use more water. Over time, savings from reduced operating costs and avoided costs to develop new sources or facilities when usage is lower, will benefit ratepayers.

With the WRA, water utilities can align with customers to drive water conservation. Connecticut Water is now looking for ways to expand our efforts and promote conservation with our customers and communities. We are working with a consultant on a pilot program that will include additional outreach and education and feature many of the approaches for water conservation initiatives suggested in prior public opinion leader surveys. We will share more details on the program and the results in future issues of *In Your Community*.



## WICA Surcharge Approved

In September, PURA approved a WICA surcharge of 1.59 percent on customers' bills, effective on October 1, 2014.

The approved WICA surcharge covers 28 projects, that cost \$12.7 million, which were completed and put into service between July 2013 and June 2014. These projects represent more than 10 miles of water main replacement across the state. The projects increase system reliability, enhance water quality and promote conservation by reducing water lost through main breaks and leaks.

Typically, WICA surcharges are submitted to PURA every 6 months for approval. However, you may recall that as part of our proposal last year that led to a temporary 10 percent reduction in customer's bills last April, Connecticut Water also delayed the January 2014 WICA surcharge application until July.

For the typical residential customer of Connecticut Water, the 1.59 percent WICA surcharge adds less than 80-cents a month, or less than 3-cents a day, to their water bill while improving system reliability, water quality, and, in some cases, the flow of water to hydrants.

The photo shows old pipe that has been replaced through the WICA program. Pipe, roads, bridges and other infrastructure, ages over time and the condition may deteriorate. While it still functions to deliver safe drinking water, it is not optimal as rust and sediment build-up in the pipe reduces the amount of water that can pass through, can cause fire flows, and the reliability of the pipe can be compromised.

WICA allows us to address that.



## Connecticut Water Active In Your Community

Connecticut Water employees are passionate about delivering life sustaining, high-quality water to families and communities. Many of our employees live in the communities we serve and are involved as volunteers to support our neighbors. As a company, we have been involved in numerous local activities including Trails Day hiking, watershed clean ups, water treatment plant tours, career fairs, food drives, and touch-a-truck events.

This fall, Connecticut Water employees and their families volunteered their efforts to help the Farmington River Watershed Association clean up areas along the banks of the Farmington River in Unionville.

Also this fall, the Company's employees held a blanket drive at our office in Clinton and at CWC work centers around the state. More than 60 blankets were collected and donated to local service agencies. Our running team, 'Team Running Water' has participated in benefit road races, including the 'Run for the Cove' that supports The Cove Center for Grieving Children.

Please feel free to contact your local Connecticut Water superintendent if there are events in your community where you think we might participate.



The CT Water team volunteered as part of the Farmington River Watershed Association's effort to clean the river and promote general awareness and appreciation of the importance of this natural resource. CT Water's Charles House and CT Sand and Stone wells are located along the Farmington River.

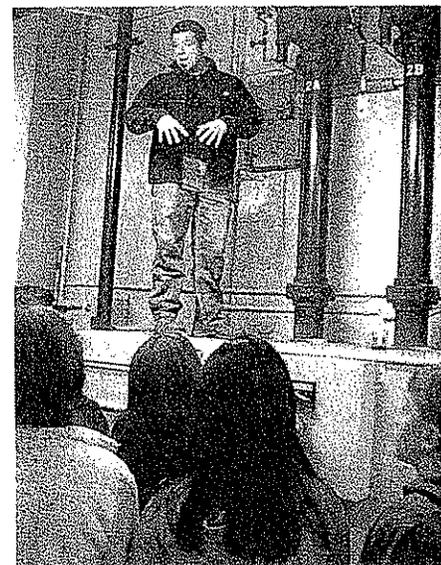


CT Water employees collected new and gently used blankets and donated them to social service agencies to help meet the needs of families living in our service area.

## Clinton Students Tour Water Treatment Plant

Clinton sixth grade students toured Connecticut Water's William Neal MacKenzie Water Treatment Plant. The students are studying the water cycle, water conservation, and why water is essential for life. The tour provided opportunity for the students to see firsthand the process that water goes through to become potable for delivery to customers.

Any school, municipal, or civic group that is interested in a tour of Connecticut Water facilities, or would like a speaker to address their group, should contact Dan Meaney at 860-664-6016 or [dmeaney@ctwater.com](mailto:dmeaney@ctwater.com).



# Meet David Connors Director of Engineering



Dave Connors is Connecticut Water's Director of Engineering. He joined the Company at the end of August, and is a licensed professional engineer with nearly 20 years of water supply experience.

Most recently, Dave served as the Director of Supply Operations

at Aquarion Water Company, leading a staff of 72 people operating systems in 47 towns in Connecticut. He has been a key leader in project design and construction including the design and implementation of a water treatment plant using dissolved Air Flotation (DAF) technology.

At Connecticut Water, Dave will be responsible for the engineering team that will oversee a significant number of projects in the Company's \$40 million dollar annual capital budget. He's excited to be on the ground floor of the design and construction of the DAF treatment upgrade at our Rockville Water Treatment Plant in Vernon. (The need for the treatment upgrade was included in the last issue of *In Your Community* that is available at [www.ctwater.com](http://www.ctwater.com) > Stewardship > Community Newsletter.)

Dave's philosophy aligns with Connecticut Water's core values, which is to grow a team that supports the Company's operations so that we can deliver world-class water and service to customers. Although new to the team, Dave has already been impressed with the number of talented people we have onboard, their technical backgrounds and how they apply their knowledge to effectively solve problems. With Dave's experience and knowledge, we are confident he can lead our team to best meet the needs of our customers.

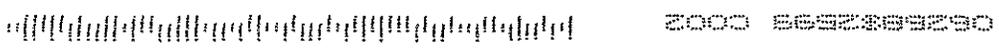
Dave holds a degree in Civil and Environmental Engineering from the University of Massachusetts. He has also been active in professional water associations, including the Connecticut Section of the American Water Works Association and the Connecticut Water Works Association.

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