



TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, January 12, 2015  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.

AGENDA

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**FUTURE AGENDAS**

**EXECUTIVE SESSION**

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

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
December 8, 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

Ms. Raymond moved and Ms. Moran seconded to approve the minutes of the November 24, 2014 regular meeting as corrected. The motion passed with all in favor except Mr. Kochenburger and Mr. Shapiro who abstained. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the November 24, 2014 special meeting as presented. The motion passed with all in favor except Mr. Kochenburger, Mr. Shapiro and Ms. Wassmundt who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Rebecca Shafer, Echo Road, requested that tax bills state the interest rates to be charged and provided information on the yearly increase to interest rates charged for delinquent accounts.

Margaret Ferron, Gurleyville Road and General Coordinator of the Playground Committee, expressed her appreciation for the support of the majority of Councilors and distinguished between the input of playground supporters and some of the public comments at the November 24, 2014 Council meeting, noting that the tone and content of some of the public input was disgraceful and disrespectful. Ms. Ferron stated that the requirement that the playground be accessible via public transportation is non-negotiable and outlined the efforts of the Committee to raise the necessary funds.

Gary Bent, Mansfield Hollow Road speaking for himself and his wife, urged support of the playground and asked the Council to embrace the vision.

Ric Hossack, Middle Turnpike, commented that there is a communication problem in the Town and that misinformation is often disseminated from a variety of sources. Mr. Hossack is in favor of the playground but objects to the amount to be spent.

Brian Coleman, Centre Street, noted that his review of information in the packet shows that almost all ordinance violations occurred in the neighborhoods around UConn which undermines the argument for the extended rental certification zone. Mr. Coleman also commented on the successful cooperation between the state police and UConn police.

Arthur Smith, Mulberry Road, thanked Council members for the November 24, 2014 decision on the playground. Mr. Smith asked if a criminal investigation is going on and does it involve the Town. Specifically he asked if Town property has been seized or if Town documents have been requested in connection with the Board of Education investigation.

Julia DeLapp, Lynwood Road resident and Fundraising Chair for the Playground Committee, addressed some of the misconceptions stated during recent public comments. The Committee is not asking the Town for money nor do they plan to ask the Town for money. Ms. DeLapp reviewed the sources of the majority of received funds which include 361 unduplicated individual donations and 73 unduplicated business donations. Although a few members of the public have spoken out against the project, Ms. DeLapp noted hundreds of residents have donated both time and money to the project. She urged the Council to support their efforts to secure grants.

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IV. REPORT OF THE TOWN MANAGER

In addition to his written comments the Town Manager offered the following comments:

- The Personnel Committee is meeting next week to discuss health insurance claims. The Town's insurance consultants will be in attendance to discuss the issue. All Council members are invited.
- In response to a request from a Councilor, the Town Manager suggested the order of the subjects to be discussed in executive session be reversed.
- Staff will explore the feasibility of including interest rate information on tax bills.
- The Community Center has been operating in the black (not including the debt service) for a number of years.
- Question concerning the travel expenses at the Board of Education and whether or not there is a criminal investigation will be referred to the Board of Education and their attorney.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Ms. Moran expressed her pleasure at seeing so many members of the Playground Committee in attendance, as it is often difficult to get the public to become active in local issues. She has been impressed with the work of the Committee and agrees with the need and location as expressed by the Committee.

Mr. Ryan commented that his objection to supporting the STEAP grant for the playground at the last meeting was due to concerns as to whether the Town would own or be able to lease the land that would be necessary. Mr. Ryan stated that he is a supporter of the playground and would like to see it built.

Ms. Wassmundt agreed with Mr. Ryan comments and commented that the documentation necessary to make a decision was incomplete.

VI. OLD BUSINESS

1. Storrs Center Update

The Town Manager noted that the bids for the light pylons and performance pavilion are due on January 8, 2015 and that the ordinances for Storrs Center are being reviewed by the Town Attorney and will be brought to the Council for consideration in the near future.

2. Community/Campus Relations

- UCONN Campus Master Plan  
UConn Master Planner and Chief Architect Laura Cruickshank, Director of Planning Beverly Wood and Deputy Chief of Staff Mike Kirk provided an update to the University's Draft Campus Master Plan which was described as a comprehensive vision for the next twenty years. The draft plan identifies the proposed campus development, the issues which still need to be resolved, and the next steps. The presenters will be meeting with Town committees to discuss the draft. Ms. Wood urged the public to visit the website ([www.masterplan.uconn.edu](http://www.masterplan.uconn.edu)).  
Ms. Raymond left the meeting at 9:19 p.m.
- Fall Semester Enforcement Activities  
Hans Reinhart, UConn Deputy Chief of Police, Sgt. Rich Cournoyer of the State Police, Michael Nintean, Director of Building and Housing, Fran Raiola, Fire Marshall and Emergency Management Director, Dave Dagon, Mansfield Fire Chief, Curt Hirsch, Zoning Enforcement Officer, Ashley Hudd-Trotter, Program Coordinator for Off Campus Student Services, and Linda Painter, Director of

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Planning and Development described the collaborative enforcement and educational efforts undertaken by their departments.  
Mr. Ninteau will provide information about the locations of recent housing conversions from single family to rental units.

#### VII. NEW BUSINESS

##### 3. Grant Applications to Regional Performance Incentive Program

Mr. Marcellino moved and Ms. Moran moved to approve the following resolution:  
Whereas, Section 4-124s as amended by Section 251 and 253 of Public Act 13-247 passed by the Connecticut General Assembly provides statewide incentive grants to regional planning organizations for projects that involve shared services; and

Whereas, the Capitol Region Council of Governments is acting as a convener and facilitator of service sharing projects around the CRCOG region; and

Whereas, on November 12, 2014 the Policy Board of CRCOG passed a resolution authorizing development and submittal of an application package to the State Office of Policy and Management for funding under the Regional Performance Incentive Grant Program, on behalf of the Council's member municipalities, and municipalities of other regions, which are participating in Council initiatives; and

Whereas, the Chief Elected Officials and municipal staff of the Capitol Region have developed a list of service sharing project proposals that will be included in this application package, to the benefit of individual municipalities and the region as a whole; and

Whereas the Town of Mansfield has expressed an interest in taking part in the project proposal(s) entitled:

1. Economic Development Grant for the Towns of Bolton, Coventry, Mansfield and Tolland
2. Regional Service Management (CRM) System

Now, Therefore Be It Resolved that the Mansfield Town Council does hereby endorse the above referenced Regional Performance Incentive Program project proposal and authorizes the Town Manager to sign all necessary agreements and take all necessary actions to allow for the town's participation in this program.  
The motion passed unanimously.

##### 4. Master Municipal Agreement for Right of Way Projects

Mr. Shapiro moved and Mr. Ryan seconded to approve the following resolution:  
RESOLVED, that Matthew W. Hart, Town Manager, is hereby authorized to sign the Agreement entitled Master Municipal Agreement for Rights of Way Projects.

##### 5. Proposed Fiscal Year 2014/15 Salary Budget Transfers

Mr. Ryan, Chair of the Finance Committee, moved effective December 8, 2014 to approve the Salary Transfers for Fiscal Year 2014/15, as presented by the Director of Finance in her correspondence dated December 4, 2014.  
Motion passed unanimously.

##### 6. Cancellation of December 22, 2014 Town Council Meeting

Mr. Ryan moved and Mr. Shapiro seconded, effective December 8, 2014, to cancel the December 22, 2014 regular meeting of the Mansfield Town Council.  
Motion passed unanimously.

#### VIII. QUARTERLY REPORTS

No comments offered.

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IX. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Finance Committee reported that Jeff Ziplow of Blum and Shapiro reported on his review of financial controls and is developing a control matrix. Mr. Ziplow has not yet begun to look at the allocation of Finance Department resources.

X. DEPARTMENTAL AND COMMITTEE REPORTS

Mr. Kochenburger suggested that instead of a separate posting, a link to the departmental and committee reports be provided to Council members. Mr. Kochenburger also applauded the proposed changes to the turning lane at the Rte. 195 and Rte. 275 intersection.

XI. PETITIONS, REQUESTS AND COMMUNICATONS

7. G. Bent (11/29/14)
8. H. Bunnell (11/21/14)
9. M. Legassey (11/24/14)
10. R. Moynihan (11/03/14)
11. Connecticut Council of Small Towns re: Connecticut's Town Meeting 2015
12. Tolland County Chamber of Commerce re: Membership

XII. FUTURE AGENDA

No items suggested.

Mr. Shapiro moved and Ms. Moran seconded to reverse the order of the executive sessions. Strategy and Negotiations with Respect to Pending Claims or Litigation will be first and the Sale and Purchase of Real Property will be second. The motion passed unanimously.

Mr. Shapiro moved that the Town Council move into executive session and include the Town Attorney, Town Manager and Director of Planning and Development in the discussion regarding Strategy and Negotiations with Respect to Pending Claims or Litigation and the Town Attorney, Town Manager, Director of Planning and Development, and the Sustainability and Natural Resources Coordinator in the discussion regarding Sale or Purchase of Real Property.

Mr. Shapiro recused himself from discussion of the Sale or Purchase of Real Property as he has a professional relationship with one of the attorneys.

Seconded by Ms. Moran the motion passed unanimously.

XIII. EXECUTIVE SESSION

Strategy and Negotiations with Respect to Pending Claims or Litigation, in accordance with CGS §1-200(6) (B)

Present: Kegler, Kochenburger, Marcellino, Moran, Paterson, Ryan, Wassmundt  
Also included: Attorney Kevin Deneen, Town Manager Matt Hart, Director of Planning and Development Linda Painter

Sale or Purchase of Real Property, in accordance with CGS§1-200-(6) (D)

Present: Kegler, Kochenburger, Marcellino, Moran, Paterson, Ryan, Wassmundt  
Also included: Town Attorney Kevin Deneen, Town Manager Matt Hart, Director of Planning and Development Linda Painter and Sustainability and Natural Resources Coordinator Jennifer Kaufman

XIV. ADJOURNMENT

Mr. Ryan moved and Mr. Kegler seconded to adjourn the meeting at 11:25 p.m.  
The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Mansfield Town Clerk

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## COMMITTEE ON COMMITTEES

November 14, 2014  
Room C

### 1. CALL TO ORDER

The meeting was called to order by Peter Kochenburger, Chair of the Committee, at 8:20 a.m.

Present: Steve Kegler, Peter Kochenburger

### 2. APPROVAL OF THE MINUTES

Mr. Kegler moved and Mr. Kochenburger seconded to approve the minutes of the October 10, 2014 meeting as presented. Motion passed unanimously.

### 3. OPPORTUNITY FOR PUBLIC COMMENTS

No members of the public were in attendance.

### 4. HUMAN SERVICES COMMITTEES UPDATE

The Town Clerk reported the Chair of the Human Service Advisory Committee has no problem with the addition or merger of the responsibilities of the Advisory Committee on Persons with Disabilities. A draft proposal for changes to the HAS charge will be presented at the next meeting.

### 5. VACANCY/APPOINTMENTS/RESIGNATIONS

The following recommendations to the Council 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

The appointment of Shawn Santasiere (representing the Sustainability Committee) to Connecticut Water Company

Committee members discussed the membership numbers of the Four Corners Water and Sewer Committee. The Chair agreed to communicate with relevant parties to ascertain whether to decrease the membership to nine or to leave it at eleven with the thought that there may be additional interest serving now that the water and sewer projects have been approved.

6. APPROVAL OF MEETING DATE

By consensus the Committee agreed to the meeting dates as presented by the Town Clerk.

7. ADJOURNMENT

Mr. Kochenburger moved and Mr. Kegler seconded to adjourn the meeting at 8:35 a.m. Motion passed unanimously.

Respectfully submitted,

Mary Stanton, Town Clerk



**Town of Mansfield**

**Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt*  
**CC:** Four Corners Sewer and Water Advisory Committee; Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Linda Painter, Director of Planning and Development; Derek Dilaj, Assistant Town Engineer  
**Date:** January 12, 2015  
**Re:** Community Water and Wastewater Issues – DEEP Notice of Tentative Determination for CWC/UCONN Diversion Permit Application

**Subject Matter/Background**

The Connecticut Department of Energy and Environmental Protection (DEEP) has issued a Notice of Tentative Determination (NTD) regarding the diversion application that the Connecticut Water Company (CWC) and the University of Connecticut (UCONN) jointly filed seeking approval for the delivery of water from the CWC to UConn and the Town of Mansfield.

The NTD reflects a finding by DEEP that the proposed diversion: 1) is necessary; 2) will not significantly affect long-range water resources management; and 3) will not impair proper management and use of the water resources of the State.

In connection with the NTD, DEEP has issued a draft permit to the CWC and UCONN (the "permittees"). The draft permit lists a number of standard conditions as well as those that are more project-specific.

The NTD was issued on December 16, 2014 and any comments on the draft permit or petitions for a public hearing must be submitted to DEEP by January 15, 2015.

At its meeting on January 6, 2015, the Town's Four Corners Sewer and Water Advisory Committee discussed the NTD and the draft permit. Some members were concerned that the comment period, especially during the holiday period, did not provide the Town or others with sufficient time to comment on the draft. The Town had not officially referred the draft permit to any of its commissions or advisory committees for review and a Four Corners committee member suggested that the committee ask the Council to seek an extension on the comment period. As a Four Corners committee member, I expressed my concerns about this approach for reasons I will outline below. By a 3-1-3 vote,

the Four Corners committee passed a motion to “advise the Town Council to seek an extension of the 30-day comment period from the Connecticut Department of Energy and Environmental Protection on the Notice of Tentative Determination to Approve an Application for Diversion of Water Permit and Intent to Waive Public Hearing” (see attached draft minutes). I was one of the members who abstained in this vote.

### Discussion

Staff had planned to bring the draft permit to the Council for this meeting and had not anticipated a need to refer the draft to other Town agencies for review or to seek an extension on the comment period. The reason for this is the draft permit is consistent with both the environmental impact evaluation (EIE) that UCONN conducted for the water supply project and the Water Supply Definitive Agreement that the Town negotiated with the CWC. Both of those documents, as well as the letter of intent (LOI) that formed the basis of the water supply agreement, were exhaustively reviewed by our municipal commissions and advisory committees. The draft permit is what we would have anticipated and contains no surprises.

I have spoken with the staff members at DEEP who have indicated they are mandated to conduct a 30-day review period by Section 22a-371(f) of the Connecticut General Statutes. DEEP staff does not have any recent experience with a request for an extension to the comment or petition for public hearing period, and such a request is not provided for by statute. While I did not request a legal opinion from DEEP staff, they indicated that they would likely need “extenuating circumstances” to consider such a request.

Town staff and I have closely reviewed the conditions of the draft permit. As stated above, most of the 26 conditions are standard provisions. Examples include the conditions concerning Maintenance of Structures (no. 5), Reporting of Violations (no. 8) and Contractor Notification (no. 11).

A handful of the conditions on the draft permit are specific to the CWC/UCONN application. In particular, no. 15 specifies the obligations of the permittees to release water from the Shenipsit Reservoir to maintain streamflow in the Hockanum River and no. 16 requires the permittees to monitor and record the daily discharge into the Hockanum. Nos. 24 and 25 require the permittees to mitigate impacts to Wood Turtles and the Southern Bog Lemming, two species of particular concern in the pipeline corridor. And, no. 26 provides the conditions for new service connections and more intensive use of an existing service connection along the pipeline route. Importantly, these connections are limited to land uses of an intensity allowed under the plan of conservation and development (PoCD) that was in effect at the time the state issued its notice that the EIE to support the project was sufficient. The state issued this EIE notice of sufficiency on September 16, 2013.

As stated, in staff's opinion the draft permit is consistent with the EIE and the Town's water supply agreement with the CWC. Council will recall that we referred the draft EIE as well as the LOI and the water supply definitive agreement between the Town and the CWC to the Planning and Zoning Commission/Inland Wetlands Agency, the Conservation Commission and various Town advisory committees for review and comment. The comments we received from these municipal agencies were extremely helpful, and were incorporated in the University's project EIE and helped to shape the negotiation and the content of the LOI and the subsequent definitive agreement between the Town and the CWC. (The Town Council and others may access the EIE materials and the Town/CWC water supply agreement under the Document Library section of the Four Corners project website at <http://www.mansfieldct.gov/FourCorners>.)

Council will also recall that one of the overriding concerns throughout the Town's review process was how to best regulate land uses or development that could occur along the pipeline route. The Town/CWC water supply agreement has provisions that govern this issue. Arguably, condition 26 of the draft permit provides even greater protection and control by limiting service connections to land uses consistent with the PoCD in effect at the time (September 2013) the state determined the EIE was sufficient.

#### **Recommendation**

The conditions in the draft permit are clear. Because the Town has already engaged in a comprehensive review process with its commissions and advisory committees in order to comment on the EIE and to prepare the water supply agreement with the CWC, and because DEEP's draft permit is consistent with the EIE and the Town/CWC agreement, I do not believe that the Town as a municipal organization needs additional time to review the draft permit. Furthermore, it is unclear how DEEP staff would respond to a request for an extension to the 30-day comment or request for public hearing period.

However, I certainly respect the opinions of the various Four Corners advisory committee members. If the Town Council decides to seek an extension to the comment period, staff will promptly make that request to DEEP.

Once the Town Council is ready to act, I recommend that it submit any official comments on the draft permit to DEEP. Section 8.1(b) of the Town/CWC water supply agreement (see attached excerpt) provides that the "Parties agree to cooperate and use Reasonable Efforts to secure Licenses and Permits or other Government Approvals..." Assuming that the Council ultimately reaches the same determination articulated by staff, I would suggest that the Council authorize the Mayor to issue a letter to DEEP stating that the Town finds the draft permit to be consistent with the EIE and its water supply agreement with the CWC and has no objections to the issuance of the permit.

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

*Move, effective January 12, 2015, to authorize the Mayor to issue a letter to the Connecticut Department of Energy and Environmental Protection stating that the Town of Mansfield finds the draft diversion permit (no. DIV-201404187) to the Connecticut Water Company and the University of Connecticut for the interconnection and diversion of water from the Connecticut Water Company public water system in Tolland to the University of Connecticut and the Town of Mansfield to be consistent with the environmental impact evaluation conducted for this project and the water supply definitive agreement between the Town of Mansfield and the Connecticut Water Company, and has no objections to the issuance of the permit.*

To assist the Town Council with its discussion of this item, I will invite representatives from the CWC, UConn and the Four Corners advisory committee to Monday's meeting.

**Attachments**

- 1) DEEP Notice of Tentative Determination to Approve an Application for Diversion of Water Permit and Intent to Waive Public Hearing
- 2) CWC Fact Sheet: University of Connecticut and Town of Mansfield Notice of Tentative Determination
- 3) Draft Four Corners Sewer and Water Advisory Committee Minutes, 01/06/2015
- 4) DEEP Draft Diversion Permit
- 5) Excerpt from Town/CWC Water Supply Agreement
- 6) CGS §22a-371(f)

## WATER SUPPLY DEFINITIVE AGREEMENT

THIS AGREEMENT, is made and entered into as of the 21<sup>st</sup> day of January 2014, by and between the TOWN OF MANSFIELD, CONNECTICUT, a municipal corporation organized and existing under the laws of the State of Connecticut ("Town"), and CONNECTICUT WATER COMPANY, a Connecticut corporation having its principal offices at Clinton, Connecticut. (together with its successors and assigns, "CWC").

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### RECITALS

WHEREAS, the University of Connecticut, a non-profit state institution of higher education, organized under the laws of the State of Connecticut ("State"), with principal administrative offices at Storrs, Connecticut (together with its successors and assigns, "UConn"), operates and maintains a system of water distribution infrastructure located in Storrs, Connecticut, that provides potable water to the Town pursuant to that certain Sewer and Water Service Agreement dated as of January 27, 1989 by and between the Town and UConn; and

WHEREAS, the Town owns and operates certain other water distribution infrastructure that provides potable water to certain municipal and other users; and

WHEREAS, pursuant to the Connecticut Environmental Policy Act, C.G.S. §§ 22a-1 *et seq.*, and regulations promulgated thereunder (collectively "CEPA"), UConn completed an environmental impact evaluation and record of decision for potential sources of water supply; and

WHEREAS, consistent with the provisions of Section 92 of Public Act 11-57, UConn consulted with the Town throughout the development of the referenced environmental impact evaluation and record of decision, and the record of decision endorsed CWC as the proposed water utility supplier as detailed therein; and

WHEREAS, the Connecticut Office of Policy and Management has reviewed the referenced environmental impact evaluation, record of decision and related documentation, and determined that UConn satisfied the requirements of CEPA and rendered its approval of the record of decision; and

WHEREAS, UConn has expressed a desire to transfer the responsibility for serving off-campus customer to CWC; and

WHEREAS, the Town desires to receive water supply and utility service from CWC, thereby also securing a supplemental supply of potable water for proposed locally-approved future needs, including but not limited to the Four Corners area; and

WHEREAS, CWC, a public service company subject to the jurisdiction of the Public Utilities Regulatory Authority with public water supply infrastructure extending into Tolland, Connecticut, desires to provide water supply service to the Town as set forth in this Agreement; and

"Existing Infrastructure" shall mean the Town Infrastructure and UConn Off Campus Infrastructure as defined herein.

"Fire Protection Charges" shall mean the PURA approved charges authorized to recover the costs of infrastructure such as increased sizes of water mains, increased pump capacity, and increased storage capacity necessary for the utility to supply the volume and pressure of water for fighting fires while, at the same time, supplying daily water needs.

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"Freedom of Information Act" or "FOIA" shall mean the Freedom of Information Act as set forth in C.G.S. §§1-200 *et seq.* and amendments thereto.

"Fully Depreciated" shall mean the time at which pipes owned by the Town and the University at the time of the agreement have reached the age of 60 years at which time the asset is deemed to have a salvage value of zero and would be transferred to CWC ownership.

"Governmental Approval" means any authorization, consent, approval, license, franchise, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority having jurisdiction on matters covered by this Agreement (including, but not limited to, zoning variances, special exceptions and non-conforming uses).

"Governmental Authority" means any federal, state, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity but excluding in all cases UConn.

"Law" or "Laws" shall mean federal, state, local, foreign or other laws, regulations, orders, injunctions, building and other codes, ordinances, permits, licenses, judgments, decrees of federal, state, local, foreign or other authorities, and all orders, writs, decrees and consents of any Governmental Authority, or any court or similar Person established by any such governmental or political subdivision or agency thereof but excluding in all cases UConn. An illustrative, but not exclusive, summary of principal Laws applicable to this Agreement is attached as Exhibit E attached hereto and hereby incorporated into this Agreement.

"Licenses and Permits" shall mean any license, permit, registration, certificate, order, approval, franchise, variance and similar right issued by or obtained from any Governmental Authority or any third party that is required in connection with the operation of a Party's water supply system, the Capital Improvements or the Supply System Improvements.

"Meter" shall mean a water volume measuring device, meeting design, type and specification per industry standards and PURA regulations, that is used for the purpose of measuring water volumes as provided in this Agreement.

"New Customer Rate" shall mean the rate charged by CWC to New Customers which shall be equal to the water commodity charge and basic service charge as approved by PURA for similarly defined categories of CWC customers.

satisfactory to protect both CWC and the Town adequately against any and all loss, damage or liability arising out of or in connection with the transactions contemplated by this Agreement and the operation and maintenance of the System. Such insurance policies shall contain such terms, shall be in such form, shall be with such insurers, and shall be for such periods as may be reasonably satisfactory to CWC and the Town, including the following specific provisions: i) Comprehensive General Liability including Premises and Operations, Contractual Liability, Products and Completed Operations on an occurrence basis with a combined limit of at least \$1,000,000, and, ii) Umbrella Liability with a limit of \$5,000,000 over primary limits for Employer Liability, General Liability and Automobile Liability. A certificate of insurance reflecting the coverage required herein and naming the Town as an additional insured shall be provided to the Town to confirm the coverage, maintenance and extension of insurance required by this Agreement including a thirty (30) day prior notice of cancellation provision.

7.2 Indemnification. CWC shall indemnify, defend and hold the Town, its trustees, officers, employees and agents harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damage of third parties that may arise out of or are in any manner connected with the performance of this Agreement by CWC. CWC's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by CWC which is intended to respond to such events. This indemnification obligation shall include, but is not limited to, all claims against the Town by an employee or former employee of the CWC or any subcontractor and CWC expressly waives all immunity and limitation on liability under any Industrial Insurance Act, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim. The provisions of this Section 7.2 shall survive termination of this Agreement.

7.3 Informal Resolution of Disputes. The Parties agree that if a dispute arises between the Parties relating to the rights, duties, or obligations arising out of this Agreement, then the Parties shall first meet informally in a good faith effort to negotiate a resolution of the dispute. If the Parties do not resolve a dispute in the informal process described herein, then either Party may propose, and the other Party shall agree, to undertake good faith efforts to settle the dispute by the then current non-administered Mediation Rules of the American Arbitration Association. Nothing in this provision of the Agreement shall affect the participation or intervention rights of the Town under Section 9 of this Agreement.

## SECTION 8. WATER SUPPLY PERMITTING AND LICENSING

### 8.1 Regulatory Permits and Approvals.

(a) CWC shall be solely responsible, at its sole cost, for securing all Licenses and Permits or other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to construct or operate infrastructure or equipment to supply and deliver Potable Water or otherwise necessary for CWC to perform its obligations under this Agreement including PURA approval of water rates as set forth in this Agreement.

(b) The Parties agree to cooperate and use Reasonable Efforts to secure Licenses and Permits or other Governmental Approvals, including modifications and renewals thereof, as necessary and appropriate and in conformance with applicable Law. Notwithstanding the foregoing, the Town shall have no responsibility or liability regarding such activities of CWC.

(c) CWC shall be solely responsible for legal, engineering, and consulting and expert witness costs, administrative fees and other expenses arising in connection with CWC efforts to secure the Diversion Permit, Permits and Licenses or Governmental Approvals, including modifications or renewals thereof, and all other state agency proceedings and court proceedings related to the matters that are the subject of this Agreement or CWC's efforts to perform its obligations under this Agreement. The Town shall have no responsibilities or cost obligations in connection with such efforts, proceedings or matters.

## SECTION 9. METERS, BILLING, RECORDS AND COMMUNITY COORDINATION

### 9.1 Water Meters.

(a) CWC shall own, install, maintain, repair, replace and operate Meters serving Customers, at its sole cost and expense.

(b) CWC metering procedures shall conform to the CWC Regulations. Procedures for reading Meters, conducting investigations of Meter accuracy or performance, Meter testing and the resolution of Meter discrepancies shall be those set forth in applicable Law.

### 9.2 Billing.

(a) CWC billing procedures shall conform to the CWC Regulations, as approved by PURA.

(b) The Customer as defined by CWC Regulations shall mean the Billed Customers as specified by this Agreement.

9.3 Freedom of Information Act Requirements. Although CWC is not subject to the Freedom of Information Act, it will use Reasonable Efforts to assist the Town in complying with its obligations under the Freedom of Information Act, as applicable to information that may be created or maintained under the terms of this Agreement. CWC is not a Public Agency as defined by FOIA, and nothing in this agreement is intended to cause CWC to function as a Public Agency.

9.4 Water System Advisory Committee CWC shall commit to the establishment of a Water System Advisory Committee ("Advisory Committee") to provide local input and ensure communication and collaboration relating to the water system.



**Notice of Tentative Determination to Approve an Application for  
Diversion of Water Permit  
And Intent to Waive Public Hearing  
Applicant(s): The Connecticut Water Company, The University of Connecticut  
Application No.: DIV- 201404187  
City/Town: Ellington, Vernon, Tolland, Coventry, Mansfield**

The Commissioner of the Department of Energy and Environmental Protection (“DEEP”) hereby gives notice that a tentative determination has been reached to approve the following application for a permit to divert the waters of the state. The Commissioner also intends to waive the requirement for public hearing pursuant to Section 22a-371 provided that a hearing may be held if the Commissioner determines that the public interest will best be served thereby, or shall hold a hearing upon receipt of a petition as more thoroughly described below.

Application Number: DIV-201404187

Applicant’s Name and Address: The Connecticut Water Company  
93 West Main Street, Cheshire, CT 06413-0562

Contact Name and Phone No.: David Radka  
860-669-8630

Applicant’s Name and Address: The University of Connecticut  
31 LeDoyt Road, Unit 3055, Storrs, CT 06269-3055

Contact Name and Phone No.: Jason Coite  
860-486-9305

Type of Permit: Diversion of Water

Relevant statute(s)/Regulation: Section 22a-365 through 22a-378

Project Description: Interconnection and transfer of a maximum of 1.85 million gallons per day of water from Connecticut Water Company public water system in Tolland to the University of Connecticut and Town of Mansfield

Project Location: Along Route 195 from intersection with Anthony Road/Baxter Street in Tolland through Mansfield Four Corners to its intersection with Towers Point Road in Mansfield

Water(s):

Shenipsit Reservoir, Hockanum River, Willimantic River

### **COMMISSIONER'S FINDINGS/REGULATORY CONDITIONS**

The proposed activity includes the following: 1) transfer a maximum of 1.85 million gallons of water per day from The Connecticut Water Company's Northern Operations Western System to the University of Connecticut's public water system via a proposed regional 5.3 mile pipeline along Route 195, and 2) installation of a 0.5 mile potable water distribution main emanating from the aforementioned regional pipeline westerly along Route 44 from Mansfield Corners to the vicinity of the Jensen's Mobile Home Park. The proposed activity will affect the Shenipsit Reservoir, Hockanum River, and Willimantic River.

Pursuant to Section 22a-371 of the CGS, the Department has found that the application is complete and has determined that the proposed diversion 1) is necessary, 2) will not significantly affect long-range water resources management, and 3) will not impair proper management and use of the water resources of the State. Accordingly, the Commissioner hereby publishes notice of intent to waive the requirement for a public hearing, provided if the Commissioner receives a petition requesting a hearing signed by 25 persons on or before the deadline for receipt of written comments specified at the end of this notice, a hearing will be held. Notice of any hearing will be published in a newspaper having general circulation in the area where the proposed diversion will take place or have effect.

### **INFORMATION REQUESTS/PUBLIC COMMENT**

This application has been assigned No. DIV-201404187; please use this number when corresponding with DEEP regarding this application. Interested persons may obtain a copy of the application from the applicant's contact noted above. The application and supporting documentation are available for inspection at DEEP, Bureau of Water Protection and Land Reuse, 79 Elm Street, Hartford, CT from 8:30 am to 4:30 pm Monday through Friday by contacting Carol Ladue of the Inland Water Resources Division at (860) 424-3828. Questions may be directed to Doug Hoskins, of the Inland Water Resources Division at (860) 424-4192.

Before making a final decision on this application, the Commissioner shall consider written comments on the application from interested persons. Written comments on the application should be directed to Doug Hoskins, Bureau of Water Protection & Land Reuse, Inland Water Resources Division, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127, or may be submitted via electronic mail to: [Douglas.Hoskins@ct.gov](mailto:Douglas.Hoskins@ct.gov) no later than thirty (30) days from the publication date of this notice.

### **PETITIONS FOR HEARING**

Petitions shall be signed by at least twenty five persons and should include the application number noted above and also identify a contact person to receive notifications. Petitions may also identify a person who is authorized to engage in discussions regarding the application and, if resolution is reached, withdraw the petition. Original signed petitions may be scanned and sent electronically to [deep.adjudications@ct.gov](mailto:deep.adjudications@ct.gov) or may be *mailed or delivered* to: DEEP Office of Adjudications, 79 Elm Street, 3<sup>rd</sup> floor, Hartford, CT 06106-5127. All petitions must be received within the comment period noted above. If submitted electronically, original signed petitions must also be mailed or delivered to the address above within ten days of electronic submittal. If a

hearing is held, timely notice of such hearing will be published in a newspaper of general circulation.

~~December 16, 2014~~  
Publication Date



Cheryl A. Chase, Director  
Inland Water Resources Division  
Bureau of Water Protection and Land Reuse

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov)



**Diversion Permit: DIV-201404187**  
**University of Connecticut and Town of Mansfield**  
**Notice of Tentative Determination**

For more information, please visit the link on our website at [CTWater.com](http://CTWater.com) > News > Mansfield-UConn Water Supply or contact Customer Service at 1-800-286-5700.

The Connecticut Department of Energy and Environmental Protection (DEEP) has issued a Notice of Tentative Determination (NTD) regarding the Diversion Application that Connecticut Water and the University of Connecticut (UConn) jointly filed seeking approval for the delivery of water from Connecticut Water to UConn and the Town of Mansfield.

The Notice reflects a finding by DEEP that the proposed diversion 1) is necessary, 2) will not significantly affect long-range water resources management, and 3) will not impair proper management and use of the water resources of the State.

The request was consistent with the earlier Environmental Impact Evaluation, which concluded that the Connecticut Water proposal was the most environmentally sound and economical alternative as well as being most consistent with the State Plan of Conservation and Development.

Connecticut Water (CWC) will construct a pipeline from Tolland to Mansfield to provide additional supply for UConn and the Mansfield area. The NTD includes a list of conditions that would be required for the regulated activity under the permit.

### Opportunities for Public Input

Before making a final decision on the application, DEEP will consider written comments from interested persons. **Written comments should be directed to Doug Hoskins, Bureau of Water Protection & Land Reuse, Inland Water Resources Division, Dept. of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127, or may be submitted via electronic mail to [Douglas.Hoskins@ct.gov](mailto:Douglas.Hoskins@ct.gov) no later than January 15th, 2015, and reference permit number DIV-201404187.**

The Commissioner intends to waive the requirement for public hearing, but shall hold a hearing upon receipt of a petition as more thoroughly described in the notice.

### Permit Provisions

The permit includes various conditions, as typically required by DEEP, that call for monitoring, reporting, and best management practices to ensure the protection of the environment. In addition, this permit has specific provisions that address growth along the pipeline and maintain stream flow releases to the Hockanum River to protect downstream fishery habitats.

#### Specific Provisions Include:

- Maintaining current streamflow releases until the Hockanum River is classified pursuant to streamflow regulations.
- CWC will shift to making more natural "Class 3" type releases, or other DEEP approved release.
- Water service connections and uses along pipeline limited to intensity previously envisioned by local plans of conservation and development.
- Record-keeping and reporting of daily downstream releases and new service connections.
- Reporting on the implementation of long range conservation plans including leak detection and other measures.



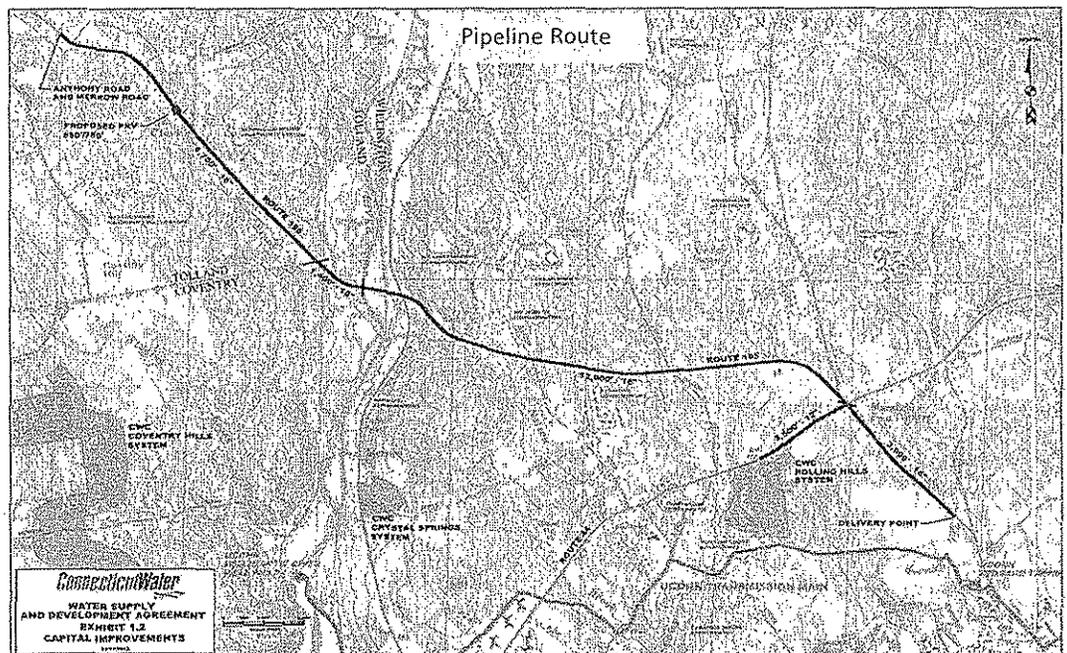


## Serving Customers and Communities in Connecticut

The amount of water supply requested in the application was based on estimates of UConn's and Mansfield's projected needs through the 25 year term of the permit. Specifically, it would allow Connecticut Water to provide as much as 1.18 million gallons per day (mgd) on average and a maximum of 1.85 mgd for a peak day, although the Town and University anticipate using considerably less than that at the onset.

The water will come from the Shenipsit Lake Reservoir and Rockville Water Treatment Plant. The reservoir has a capacity of 5 billion gallons, a registered diversion of 15 mgd and an approved safe yield of 10 mgd, far in excess of the company's average daily withdrawals.

Connecticut Water will continue to meet the area's water supply needs and fully comply with current release requirements to the Hockanum River and the State's recently enacted stream flow regulations. Connecticut Water has historically maintained and protected flows in the Hockanum through downstream releases made from Lake Shenipsit. These flows will be maintained and the Hockanum protected. We will also maintain our DPH approved recreation program at Shenipsit Lake that allows for Connecticut Residents to participate in fishing and hiking activities in accordance with our approved permit.



Anyone with questions on the Notice of Tentative Determination or the application should contact David Radka at Connecticut Water at 860-664-6059 or 860-669-8630, or Douglas Hoskins at DEEP at 860-424-4192.

You may also provide comments to DEEP or petition for a hearing using the procedures outlined in the Notice of Tentative Determination.

The Notice of Tentative Determination is available for viewing at <http://www.ct.gov/deep/cwp/view.asp?A=2586&Q=557982>

Learn more at [www.ctwater.com](http://www.ctwater.com) > News > Mansfield UConn Water Supply Project or contact:



**Dan Meaney**  
Director Corporate Communications  
860-664-6016  
[dmeaney@ctwater.com](mailto:dmeaney@ctwater.com)

**David Radka**  
Director Water Resources and Planning  
860-664-6059 or 860-669-8630  
[dradka@ctwater.com](mailto:dradka@ctwater.com)

Connecticut Water is proud to deliver quality water and service to 70,000 customers or 300,000 people, in 56 Connecticut towns. Safe reliable water provides for public health, public safety and economic development for customers and the communities we serve.

**TOWN OF MANSFIELD ■ FOUR CORNERS WATER AND SEWER ADVISORY COMMITTEE**  
**DRAFT Regular Meeting Minutes ■ January 6, 2015**  
**Town Council Chambers**

Members Present:       Rawn (chair), M. Hart, J. Coite (representing T. Tussing), P. Ferrigno (arrived at 6:48 PM),  
V. Raymond, M. Reich, W. Ryan

Staff Present:           Carrington, Dilaj

The meeting was called to order at 6:30 p.m. by Rawn.

Approval of Minutes

August 5, 2014 Minutes – Hart MOVED, Ryan seconded to approve the minutes as drafted. Motion passed unanimously with the exception of Reich who abstained.

August 26, 2014 Minutes – Hart MOVED, Reich seconded to approve the minutes as drafted. Motion passed unanimously with exception of Ferrigno who was not yet present.

November 6, 2014 Minutes – Ryan MOVED, Reich seconded to approve the minutes as drafted. Motion passed unanimously with the exception of Coite who abstained.

Public Comment

- Pat Suprenant provided several questions about the Four Corners Sewer Project. She requested information concerning the requirements for CEPA, clarification on the award, process, and use of STEAP grant funds, use of eminent domain to obtain easements, and clarification regarding a reference to extending water and sewer to the Depot area if passenger rail service was restored at Mansfield Depot.

Old Business

- a. **Water and Wastewater Infrastructure Planning.** Hart provided an update on the water project, noting a Notice of Tentative Determination to Approve an Application for Diversion of Water Permit and Intent to Waive Public Hearing was published on December 16, 2014. Coite provided an overview of the permit conditions. Discussion ensued about providing comments regarding the conditions of the permit. Mr. Coite recused himself from discussion about providing comments about the permit conditions noting a potential conflict of interest. Raymond and Reich expressed concern over the timing of the issuance of the Notice and not providing the public with adequate time for comments due to the holidays.

After discussion, Raymond MOVED and Reich seconded, for the Four Corners Sewer and Water Advisory Committee advise the Town Council to seek an extension of the 30 day comment period from the Connecticut Department of Energy and Environmental Protection on the Notice of Tentative Determination to Approve an Application for Diversion of Water Permit and Intent to Waive Public Hearing. Raymond, Ryan, and Reich voted to approve the motion; Ken Rawn against; Ferrigno, Coite, and Hart abstained.

- b. **Committee Membership.** Hart reported the committee on committees may support a reduction in membership from 11 to 9 due to these positions remaining vacant or lack of attendance. Discussion ensued about which positions would be eliminated. The Downtown Partnership and one of the citizen positions were recommended for removal. By consensus the Four Corners Water and Sewer Advisory Committee request the committee on committees reduce the membership from 11 to 9.

New Business

- a. **Four Corners Sewer Project Workshop Session.** Dilaj presented an updated action plan for future milestones and tasks to the committee. The Staff presented as part of the action plan a review of the current Water Pollution Control Authority (WPCA) ordinance for assessment and request the membership continue thinking about means to amend the ordinance. Dilaj and Carrington provided a summary of the next steps for the CEPA review. Coite provided insight concerning adequate timing about comments and the public scoping meeting. Discussion regarding timing proceeded and timing for providing comments if the CEPA Scoping Notice was published in February. A date for a public scoping meeting was discussed but no date was selected.
- b. **Mansfield Tomorrow (Other).** Reich discussed that the current draft of the Mansfield Tomorrow document does not acknowledge the hard work that the Four Corners Committee has done over the past 6 years or include reference to the committee continuing to work in an advisory role as the water and sewer projects move into construction. Hart indicated it may have been due to the committee being Ad-Hoc that it was omitted from the plan.

After discussion, Reich MOVED and Raymond seconded, for the Four Corners Sewer and Water Advisory Committee request from the Planning and Zoning Commission acknowledgement in the Mansfield Tomorrow Plan and be identified in the Action Plans and Goals. Motion passed unanimously.

Correspondence and Meeting Reports

No updates.

Future Meetings

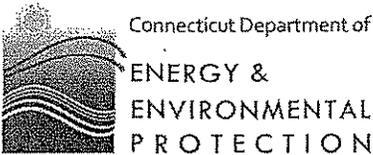
The next scheduled meeting is February 3, 2015.

Adjournment

The meeting was adjourned at 8:15 p.m.

Respectfully submitted,

Derek M Dilaj, PE  
Assistant Town Engineer



79 Elm Street • Hartford, CT 06106-5127

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Affirmative Action/Equal Opportunity Employer

**PERMIT**

Permittees: The Connecticut Water Company  
 93 West Main Street, Cheshire, CT 06413-0562  
 Attn: David Radka

The University of Connecticut  
 31 LeDoyt Road, Unit 3055, Storrs, CT 06269-3055  
 Attn: Jason Coite

Permit No: DIV-201404187

Town: Ellington, Vernon, Tolland, Coventry, Mansfield

Project: Interconnection and diversion of water from the Connecticut Water Company public water system in Tolland to the University of Connecticut and the Town of Mansfield

Waters: Shenipsit Reservoir, Hockanum River, Willimantic River

Pursuant to Connecticut General Statutes Section 22a-368, the Commissioner of Energy and Environmental Protection ("Commissioner") hereby grants a permit to The Connecticut Water Company and The University of Connecticut ("the Permittees") to conduct regulated activities associated with the interconnection and transfer of water from the Connecticut Water Company public water system in Tolland to the University of Connecticut and Mansfield. The purpose of said activities is to provide supplemental public water supplies to the University of Connecticut and the Town of Mansfield.

**AUTHORIZED ACTIVITY**

Specifically, the permittees are authorized to: 1) transfer a maximum of 1.85 million gallons per day of potable water from The Company's Northern Operations Western System to Mansfield and the University of Connecticut's public water system Connecticut Water via a proposed regional 5.3 mile pipeline along Route 195, and 2) installation of a 0.5 mile water distribution main emanating from the aforementioned regional pipeline westerly along Route 44 from Mansfield Four Corners to the vicinity of the Jensen's Mobile Home Park. The location of the regional pipeline and the water distribution main authorized by this permit are referred to as "the Site".

The activities proposed will impact Shenipsit Lake (Reservoir), Hockanum River, and the Willimantic River.

All activities shall be conducted in accordance with plans entitled: "Water Systems and Proposed

Improvements / Tolland-Mansfield Regional Pipeline and Interconnection / Tolland, Coventry & Mansfield, CT," prepared by Milone & MacBroom, dated 12/6/2013, revised through 4/7/2014, submitted as a part of the application.

This authorization constitutes the licenses and approvals required by Section 22a-368 of the Connecticut General Statutes.

This authorization is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected thereby.

*The permittees' failure to comply with the terms and conditions of this permit shall subject the permittees, including the permittees' agents or contractor(s) to enforcement actions and penalties as provided by law.*

This authorization is subject to the following conditions:

**CONDITIONS:**

1. **Expiration.** This permit shall expire on [25 years].
2. **Construction Commencement and Completion.** If construction of any structures or facilities authorized herein is not completed within three years of issuance of this permit or within such other time as may be provided by this permit, or if any activity authorized herein is not commenced within three years of issuance of this permit or within such other time as may be provided by this permit, this permit shall expire three years after issuance or at the end of such time as may be authorized by the Commissioner.
3. **Notification of Project Initiation.** The permittees shall notify the Commissioner in writing two weeks prior to: (A) commencing construction or modification of structures or facilities authorized herein; and (B) initiating the diversion authorized herein.
4. **De minimis Alteration.** For Water Diversion Permits (CGS 22a-368) - The permittees may not make any alterations, except de minimis alterations, to any structure, facility, or activity authorized by this permit unless the permittees apply for and receives a modification of this permit in accordance with the provisions of section 22a-377(c)-2 of the Regulations of Connecticut State Agencies. Except as authorized by subdivision (5) of section 22a-377(b)-1(a) of the Regulations of Connecticut State Agencies, the permittee may not make any de minimis alterations to any structure, facility, or activity authorized by this permit without written permission from the Commissioner. A de minimis alteration means an alteration which does not significantly increase the quantity of water diverted or significantly change the capacity to divert water.

5. **Maintenance of Structures.** All structures, facilities, or activities constructed, maintained, or conducted pursuant hereto shall be consistent with the terms and conditions of this permit, and any structure, facility or activity not specifically authorized by this permit, or exempted pursuant to section 22a-377 of the General Statutes or section 22a-377(b)-1 of the Regulations of Connecticut State Agencies, or otherwise exempt pursuant to other General Statutes, shall constitute a violation hereof which may result in modification, revocation or suspension of this permit or in the institution of other legal proceedings to enforce its terms and conditions.

Unless the permittees maintain in optimal condition any structures or facilities authorized by this permit, the permittees shall remove such structures and facilities and restore the affected waters to their condition prior to construction of such structures or facilities.

6. **Accuracy of Documentation.** In issuing this permit, the Commissioner has relied on information provided by the permittees. If such information was false, incomplete, or misleading, this permit may be modified, suspended or revoked and the permittees may be subject to any other remedies or penalties provided by law.
7. **Best Management Practices & Notification of Adverse Impact.** In constructing or maintaining any structure or facility or conducting any activity authorized herein, or in removing any such structure or facility under condition 5 hereof, the permittees shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, 2004 *Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.

The permittees shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein.

8. **Reporting of Violations.** The permittees shall, no later than 48 hours after the permittees learn of a violation of this permit, report same in writing to the Commissioner. Such report shall contain the following information:
- the provision(s) of this permit that has been violated;
  - the date and time the violation(s) was first observed and by whom;
  - the cause of the violation(s), if known

- d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
  - e. if the violation(s) has not ceased, the anticipated date when it will be corrected;
  - f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented;
  - g. the signatures of the permittee(s) and of the individual(s) responsible for actually preparing such report, each of whom shall certify said report in accordance with condition 12 of this permit.
9. **Material Storage in the Floodplain.** The storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the permittees or the permittees' contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
10. **Permit Transfer.** This permit is not transferable without the prior written consent of the Commissioner.
11. **Contractor Notification.** The permittees shall give a copy of this permit to the contractor(s) who will be carrying out the activities authorized herein prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The permittees' contractor(s) shall conduct all operations at the Site in full compliance with this permit and, to the extent provided by law, may be held liable for any violation of the terms and conditions of this permit.
12. **Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittees or a responsible corporate officer of the permittees, a general partner of the permittees, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement in the submitted information may be punishable as a criminal offense in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-157b and in accordance with any other applicable statute."

13. **Submission of Documents:** Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

Director, Inland Water Resources Division  
Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, CT 06106-5127

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval on any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means any calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

14. **Rights.** This permit is subject to and does not derogate any rights or powers of the State of Connecticut, conveys no property rights or exclusive privileges, and is subject to all public and private rights and to all applicable federal, state, and local law. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittees may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this State. The issuance of this permit shall not create any presumption that this permit should be renewed.
15. **Shenipsit Reservoir Stream Flow Release.** In order to mitigate potential fisheries impact resulting from the authorized diversion, the permittees shall maintain the current stream flow release of 3.24 cubic feet per second (cfs), with the current spring freshet release as defined in Table L-1 in Attachment L of their application dated April 23, 2014. Such stream flow releases shall be made from the Shenipsit Lake (Reservoir) to the Hockanum River immediately downstream of the reservoir. Within 10 years of the time the Hockanum River basin is classified pursuant to section 26-141b-5 of the Regulations of Connecticut State Agencies, the permittees shall make stream flow releases from the Shenipsit Lake (Reservoir) fully coincident with Class 3 releases as defined in section 26-141b-6(a)(3) of the Regulations of Connecticut State Agencies. The permittees may request an alternative site specific release compatible with the standards of section 26-141b-6(f)(2) of the RCSA. In accordance with commitments made by the permittees in the application, the permittees shall not reduce managed stream flow releases from Shenipsit Lake (Reservoir) due to an inadequate water supply margin of safety for the duration of this permit. The stream flow release requirements conditioned herein may be

suspended or conditioned in accordance with the provisions of section 22a-378 of the General Statutes or as otherwise authorized in writing by the Commissioner.

16. **Stream Discharge Record Keeping and Reporting.** The permittees shall monitor and record the daily discharge to the Hockanum River immediately downstream of the Shenipsit Lake (Reservoir). The permittees shall record the stage reading, the gate opening, the date and time of the reading and the converted flow value at the time of measurement. The permittees shall also record the number of hours elapsed since their discharge to the Hockanum River has fallen below the specified trigger thresholds as required in Condition #15. A copy of the daily discharge records shall be included in the Annual Report to the Commissioner required by Condition #23 of this permit.
17. **Metering.** The permittees shall maintain a totalizing flow meter to measure the total amount of water transferred each day from The Connecticut Water Company water supply system to The University of Connecticut at the intersection of Route 195 and Towers Loop Road in Mansfield and shall for the duration of this authorization continuously operate and maintain such meter in good working order. In the event of meter malfunction or breakage, the permittees shall repair or replace such meter within 72 hours.
18. **Meter Calibration.** The permittees shall biennially test and calibrate the interconnection meter within two percent accuracy as shown through a post-calibration test. The permittees shall maintain a record of the accuracy and calibration test(s) along with supporting documentation and certifications. The permittees shall make a copy of said records available to the Commissioner or the Commissioner's designee immediately upon request.
19. **Daily Transfer Record.** The permittees shall maintain a daily record of the meter readings indicating the total volume of water in gallons transferred from The Connecticut Water Company water system to The University of Connecticut water supply system that day. The daily record shall also record the time of meter readings and denote and explain any instances in which the diversion of water exceeded the authorized withdrawal limitation(s) specified in this permit. A copy of the daily record of withdrawals shall be included in the Annual Report to the Commissioner required by Condition #23 of this permit.
20. **Leak Detection.** Within five years of the issuance of this permit, and every five years thereafter, the permittees shall complete a system wide comprehensive leak detection survey of the water distribution system and repair any leaks found. The leak detection survey shall follow standards and criteria contained within AWWA Manual M36 as may be amended or revised. A copy of all actions taken pursuant to the leak detection survey, including the number of miles of main surveyed, survey techniques and methodology,

leaks found and repairs made shall be included in the Annual Report to the Commissioner required by Condition #23 of this permit.

21. **Long-range Water Conservation Plan.** The permittees shall implement their Long-range Water Conservation Plans, as described in the permittees' application, and in accordance with the permittees' Water Supply Plan as approved pursuant to CGS Section 25-32d and any amendments or updates thereto. The permittees shall maintain a summary of all actions taken each year pursuant to the Long-range Water Conservation Plan and a description of the estimated or actual water savings achieved. A copy of this summary shall be included in the Annual Report to the Commissioner required by Condition #23 of this permit.
22. **Record Keeping Requirements.** Except as provided below, or as otherwise specified in writing by the commissioner, all information required under this permit shall be retained at the permittees' principal place of business, or be readily available on request. The permittees shall maintain a copy of this permit on Site at all times during the construction of the pipeline. The permittees shall retain copies of all records and reports required by this permit; and records of all data used to compile these reports for a period of at least ten years from the date such data was generated or report created, whichever is later.
23. **Annual Reporting.** The permittees shall submit by February 28 of each year, for the duration of this authorization, an Annual Report for the preceding calendar year. The Annual Report shall be certified in accordance with Condition #12 of this permit and shall contain a compilation of the following:
  - a. A copy of the daily record of stream discharge as required by Condition #16 of this permit;
  - b. A copy of the records documenting the daily transfer of water from The Connecticut Water Company water system to The University of Connecticut water supply system as required by Condition #19 of this permit;
  - c. A copy of the leak detection report as required by Condition #20 of this permit;
  - d. A summary report from each permittee of all the actions taken pursuant to the Long-Range Water Conservation Plan and Water Conservation Plan and description of actual or estimated water savings achieved, as required by Condition #21 of this permit;
  - e. A copy of the list of the number and types of customers connected to the regional pipeline during the prior year as required by Condition #26; and
  - f. Denotation and explanation of any instances of violation of the authorized withdrawal limitation(s) or any other condition of this authorization.
24. **Wood Turtle Conservation.** To limit the potential for impacts to Wood Turtles (a Connecticut species of special concern) at locations as indicated on Figure 4-3 of Attachment D-4 of the permittees' application, project construction activities should be restricted to the turtles' dormant period of November 1 to April 1 at said locations. If

work must be done during the turtle's active period of April 1 to November 1 at said locations, the permittee shall adhere to the following precautionary measures:

- silt fencing shall be installed around the appropriate work area prior to construction,
- work crews shall be apprised of the species description and possible presence prior to construction,
- work crews shall search the work area for wood turtles each day prior to construction,
- any wood turtles encountered during the work shall be moved unharmed to an area immediately outside of the fenced work area and oriented in the same direction it was walking when found,
- all precautionary measures should be taken to avoid degradation to wetland habitats including any wet meadows and seasonal pools,
- work conducted in these habitats during the early morning and evening hours should occur with special care not to harm basking or foraging individuals,
- no heavy machinery or vehicles shall be parked in any turtle habitat and precautions shall be taken when the machinery is traveling to the work area to avoid turtles,
- work conducted during the early morning and evening hours shall occur with special care not to harm basking or foraging individuals, and
- all silt fencing shall be removed after work is completed when soils are stable so that reptile and amphibian movement between uplands and wetlands is not restricted.

Refer to the attached fact sheet for species and habitat description.

25. **Southern Bog Lemming Conservation.** Work crews shall be apprised of the species description, habitat and possible presence of the Southern Bog Lemming, at locations as indicated on Figure 4-3 of Attachment D-4 of the permittees' application, prior to construction. Refer to the attached fact sheet for species and habitat description.
26. **New Service Connections.** New service connections along the distribution pipeline route from Tolland or more intensive use of an existing service connection along said route, from water supplied pursuant to this permit shall be limited to only those proposed land uses of an intensity allowed under local plans of conservation and development as of the date of the Connecticut Office of Policy and Management's notice of Environmental Impact Evaluation sufficiency (September 16, 2013). Connections for users of greater intensity will be allowed only if determination is made by State or local agencies, within their applicable authorities, including but not limited to the Public Utility Regulatory Authority pursuant to Section 16-10 Connecticut General Statutes, that such connection is necessary to address a demonstrated environmental, public health, public safety, economic, social, or general welfare concern. The permittees shall provide in the annual

DIV-201401487 / CT Water Co. & UCONN  
Regional Interconnection  
Tolland and Mansfield

report as, required by Condition #23 of this permit, a list of the number and types of customers connected to the pipeline during the prior year.

Issued by the Commissioner of Energy and Environmental Protection on:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Macky McCleary  
Deputy Commissioner

DRAFT

Sec. 22a-371. Request for additional information. Notice of completed application. Notice of hearing. Waiver of hearing. (a) Within one hundred eighty days of receipt of an application for a permit, the commissioner shall determine if there is any additional information that he deems necessary to carry out the purposes of sections 22a-365 to 22a-378, inclusive. The applicant shall provide such information to the commissioner upon request.

(b) If the applicant does not furnish the requested information, the commissioner shall publish notice of his tentative determination on the application in accordance with section 22a-6h and shall hold or waive a public hearing in accordance with the provisions of subsection (f) of this section.

(c) If the commissioner finds that an application is complete, he shall notify the applicant by certified mail, return receipt requested. The commissioner shall also notify the applicant of the time, date and location of any public hearing to be held on the application.

(d) Upon notifying the applicant in accordance with subsection (c) of this section that the application is complete, the commissioner shall immediately provide notice of the application and a concise description of the proposed diversion to the Governor, the Attorney General, the speaker of the House of Representatives, the president pro tempore of the Senate, the Secretary of the Office of Policy and Management, the Commissioners of Public Health and Economic and Community Development, the chairperson of the Public Utilities Regulatory Authority, the chief executive officer and chairmen of the conservation commission and wetlands agency of the municipality or municipalities in which the proposed diversion will take place or have effect, and any person who has requested notice of such activities.

(e) As used in this section, "municipality" means a city, town or borough of the state.

(f) The commissioner shall hold a public hearing before approving or denying an application, except that, when the commissioner determines that the proposed diversion (1) is necessary, (2) will not significantly affect long-range water resource management or the environment, and (3) will not impair proper management and use of the water resources of the state, he may waive the requirement for a hearing after publishing notice of his tentative decision regarding the application and of his intent to waive the requirement for a hearing in a newspaper having general circulation in the area where the proposed diversion will take place or have effect; provided the commissioner shall hold a hearing upon receipt, within thirty days after such notice is published or mailed, of a petition signed by at least twenty-five persons. If a hearing is to be held, the commissioner, at the applicant's expense, shall (A) cause notice of the time, date and location of the commencement of the hearing, a concise description of the proposed diversion, and the commissioner's tentative determination regarding the application to be published not less than thirty days prior to the commencement of the hearing in a newspaper having a general circulation in the area where the proposed diversion will take place or have effect, and (B) provide the same notice to the officials listed in subsection (d) of this section not less than thirty days prior to the commencement of the hearing.

(P.A. 82-402, S. 7, 16; P.A. 84-29, S. 1, 2; 84-546, S. 75, 173; P.A. 85-243, S. 1; P.A. 92-162, S. 10, 25; P.A. 93-381, S. 9, 39; 93-428, S. 6, 39; P.A. 95-94, S. 1; 95-250, S. 1; 95-257, S. 12, 21, 58; P.A. 96-211, S. 1, 5, 6; P.A. 04-151, S. 4; P.A. 10-32, S. 163; P.A. 11-80, S. 70.)

History: P.A. 84-29 added Subsec. (g) authorizing the commissioner to waive the public hearing requirement for intrabasin transfers; P.A. 84-546 made technical change in Subsec. (e); P.A. 85-243 amended Subsec. (g) to apply public hearing waiver to cases which do not involve water transfers

between regional rather than subregional drainage basins; P.A. 92-162 amended Subsec. (c) to revise some language for clarity and to delete requirement that hearings on applications under this section be held within 120 days of notification by the commissioner of a complete application, amended Subsec. (d) to modify the notice requirements for certain officials and to add conservation commissions, wetlands agencies and interested persons as recipients of notice under this section, deleted former Subsecs. (e) and (g), relettering Subsec. (f) accordingly and added new Subsec. (f) re notice and hearing requirements for approval of permits under this section; P.A. 93-381 replaced commissioner of health services with commissioner of public health and addiction services, effective July 1, 1993; P.A. 93-428 amended Subsec. (f) to specify that notice include commissioner's tentative decision in cases where he intends to waive hearing, effective July 1, 1993; P.A. 95-94 amended Subsec. (a) to change from 30 to 120 the number of days the commissioner has to determine if additional information is needed and to give the applicant the option of asking the application to be deemed complete as is rather than submit more information and amended Subsec. (b) to require the commissioner to publish notice and hold or waive a public hearing, eliminating the requirement that he return the application; P.A. 95-250 and P.A. 96-211 replaced Commissioner and Department of Economic Development with Commissioner and Department of Economic and Community Development; P.A. 95-257 replaced Commissioner and Department of Public Health and Addiction Services with Commissioner and Department of Public Health, effective July 1, 1995; P.A. 04-151 amended Subsec. (a) to change determination deadline from 120 days to 180 days and to remove provision re requesting that application be deemed complete and amended Subsec. (f) to change publication and notice requirements from 20 days to 30 days prior to commencement of hearing and to remove provision re publication twice at intervals of not less than 2 days, effective May 21, 2004; P.A. 10-32 made a technical change in Subsec. (d), effective May 10, 2010; P.A. 11-80 amended Subsec. (d) by changing "Public Utilities Control Authority" to "Public Utilities Regulatory Authority", effective July 1, 2011.

Cited. 28 CA 674. Because commissioner did not give plaintiff an opportunity to remedy application's deficiencies or to request that application be deemed complete as submitted and have those deficiencies examined in the forum of a public hearing, notice of rejection was a final decision in a contested case and meets requirements for appeal pursuant to Sec. 4-183, despite absence of a public hearing. 71 CA 395.



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager  
**Date:** January 12, 2015  
**Re:** Amendment to Four Corners Sewer and Water Advisory Committee Charge

---

**Subject Matter/Background**

For some time now, the Four Corners Sewer and Water Advisory Committee has struggled to achieve a quorum. The committee has eleven members, which is greater than the norm for an advisory committee. Consequently, the committee has requested a reduction in the number of members from eleven to nine, and has specifically suggested that the Town Council eliminate the Mansfield Downtown Partnership position as well as one of the citizen positions (see attached committee breakdown).

I have recently reviewed this issue with the Committee on Committees, which was supportive.

**Recommendation**

The Four Corners Sewer and Water Advisory Committee respectfully suggests that the Town Council modify the charge to the committee to eliminate the Mansfield Downtown Partnership position as well as one of the citizen positions, thereby reducing the membership from 11 to nine members.

If the Council supports this request, I recommend that it approve the attached resolution by reference.

The following resolution is suggested:

*Resolved, to amend the resolution establishing the Four Corners Sewer and Water Advisory Committee, initially approved on October 14, 2008 and most recently amended on January 12, 2015.*

**Attachments**

- 1) Proposed resolution dated January 12, 2015



FOUR CORNERS SEWER AND WATER ADVISORY COMMITTEE

Approved October 14, 2008

Amended November 23, 2009

Modified October 13, 2009 by RESOLUTION TO CLARIFY THE ISSUE CHARGE TO  
THE ADVISORY COMMITTEE FOR THE FOUR CORNERS SEWER PLANNING  
PROJECT

Amended January 11, 2010

Amended January 12, 2015

RESOLUTION TO ESTABLISH AND ISSUE CHARGE TO AN ADVISORY  
COMMITTEE FOR THE FOUR CORNERS SEWER PLANNING PROJECT

**WHEREAS**, the Town has recently completed a Facilities Plan indicating the feasibility of sewerage the area surrounding the Route 195/Route 44 "Four Corners" and defining the extent of said sewer service area;

**WHEREAS**, planning for this project is continuing and will likely result in a bond referendum within the next year to approve funds for the design and construction of sewers;

**WHEREAS**, the Town Council has recently received a community based strategic plan, which among other goals endorses the principle of sustainability with respect to planning and economic development;

**WHEREAS**, the input of property owners, other interested parties and the Mansfield community is necessary for the development of a project that meets the Town's sustainability goals,

**WHEREAS**, an advisory committee for the Four Corners Sewer Planning project can be appointed and set to work while the Town Council is considering appropriate changes to its advisory committees and commissions, and may be combined with or replaced by a permanent committee or commission at some point in the future as determined by the Council;

**WHEREAS**, an advisory committee would assist the Town in planning for the sewerage project, most importantly between the present time and the bond referendum, when and if such a referendum is scheduled; and

**WHEREAS**, the Town Council desires to establish an Advisory Committee to assist with this sewer planning project:

**NOW, THEREFORE BE IT RESOLVED THAT:**

A nine-member Four Corners Sewer Study Advisory Committee is established for the term of the Four Corners sewer project (or until it is replaced by a permanent committee or commission by the Council) and is authorized to perform the following charge:

1. Advise the Town Council, the Water Pollution Control Authority, the Planning and Zoning Commission and staff in its sewer and water planning efforts for the Four Corners by reviewing plans, proposals, studies and analyses;
2. Assist the Town staff in creating and reviewing economic development scenarios and preliminary fiscal impact analyses for the Four Corners area;
3. Communicate with the Mansfield Downtown Partnership so that the proposed Storrs Center development and any Four Corners development are coordinated;
4. Coordinate with the Town Council's Finance Committee on any recommendation for the Town's financial participation in the sewer project;
5. Assist with information sharing and public input for the project amongst sewer service area property owners, other interested parties, and the Mansfield community.
6. Assist the staff and Planning and Zoning Commission in the review and expected adoption of a Four Corners special design district (in an advisory role as the PZC is statutorily charged with this activity).

**RESOLUTION TO APPOINT MEMBERS OF THE FOUR CORNERS SEWER STUDY ADVISORY COMMITTEE**

WHEREAS, the Town Council desires to appoint a Four Corners Sewer Study Advisory Committee to assist with the planning for sewers in the Four Corners area:

**NOW, THEREFORE, BE IT RESOLVED TO:**

Appoint a Four Corners Sewer Study Advisory Committee with the following members:

1. Two members of the Town Council
2. One representative from the Planning and Zoning Commission
3. The Town Manager
4. One representative from the University of Connecticut
- ~~5. One representative from the Mansfield Downtown Partnership~~
6. **Four** ~~Five~~ citizens (preferably at least one from the Mansfield business community and one with water expertise) (Amended 1/11/2010 increasing citizen members by two) **(Amended 1/12/2015 eliminating MDP representative and one citizen member)**

RESOLUTION TO CLARIFY THE CHARGES TO THE FOUR CORNERS SEWER  
ADVISORY COMMITTEE ESTABLISHED OCTOBER 14, 2008

BE IT RESOLVED THAT:

1. The Four Corners Sewer Advisory Committee shall be renamed the Four Corners Sewer and Water Advisory Committee
2. The Committee will continue to perform the duties as outlined in the Committee charges date October 14, 2008
3. The Committee will continue to disseminate information to Mansfield Residents through public informational meetings, workshops. Town web sites and other modes as deemed timely and appropriate.
4. The Committee may assist the staff and will participate in discussions concerning sewer, water and economic development issues that have a direct impact on the Four Corners area.
5. The Committee will disseminate information of its discussions in a timely and appropriate manner (i.e. minutes, workshops, memos, town web site) to all Town Boards and Commissions with an interest or statutory responsibility to items discussed.

AND FURTHER:

That this resolution shall be appended to the Resolution establishing the Four Corners Sewer Advisory Committee and shall replace the Resolution to Clarify the Issue Charge to the Advisory Committee for the Four Corners Sewer Planning project dated October 13, 2009.

That a proposed plan of action of Committee activities dated October 28, 2009 shall be appended to this Resolution.



**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; Cynthia van Zelm, Mansfield Downtown Partnership  
**Date:** January 12, 2015  
**Re:** Fee Schedule for Nash-Zimmer Transportation Center Commuter Club

---

**Subject Matter/Background**

The Nash Zimmer Transportation Center includes "Commuter Club" facilities consisting of showers and lockers for the benefit of cyclists and other commuters. The locker facilities also include secure, locked bicycle cages. Details of the "Commuter Club" have been developed and staff is ready to implement the program.

Two membership types will be available:

- **Individual Membership with Bike Locker Storage (Option A)**
  - Access to bike locker storage during NZTC's normal business hours
  - Access to shower and personal locker facilities during NZTC's normal business hours
  - Access to basic bike repair tools that may be used on site during NZTC's normal business hours
  - Membership is for one person only who must be age 14 or older
- **Individual Membership without Bike Locker Storage (Option B)**
  - Access to shower and personal locker facilities during NZTC's normal business hours
  - Access to basic bike repair tools that may be used onsite during NZTC's normal business hours
  - Membership is for one person only who must be age 14 or older

**Financial Impact**

Staff is proposing a modest set of fees for residents and non-residents wanting to access the showering and locker facilities (see attached). Section C303(B) of the Town Charter reads in part that the Council will "...adopt regulations for the operation of departments, agencies and offices...and the *charges, if any, to be made for services rendered by the Town.*" Therefore, staff believes that the Town Council is responsible for reviewing the attached proposed fee structure, and ultimately the adoption of fees for the Commuter Club.

Commuter Club members will be able to make payments online or by check. The Revenue Division of Finance has been consulted to ensure that selected payment methods minimize risk to the Town (such as theft or fraud).

**Recommendation**

If the Council supports the proposed fee schedule, the following motion is in order:

*Move, effective January 12, 2014, to adopt the proposed fee schedule for the Nash Zimmer Transportation Center Commuter Club.*

**Attachments**

- 1) Proposed Commuter Club Fee Structure



# PROPOSED COMMUTER CLUB MEMBERSHIP FEES

## I. Membership Types

- **Individual Membership with Bike Locker Storage (Option A)**
  - Access to bike locker storage 5am-midnight
  - Access to shower and personal locker facilities during NZTC's normal business hours
  - Access to basic bike repair tools that may be used on site during NZTC's normal business hours
  - Membership is for one person only who must be age 14 or older

<u>Resident Rates:</u>	<u>Non-Resident Rates:</u>
<input type="checkbox"/> 1 year (\$180)	<input type="checkbox"/> 1 year (\$207)
<input type="checkbox"/> 3 months (\$45)	<input type="checkbox"/> 3 months (\$52)
  
- **Individual Membership without Bike Locker Storage (Option B)**
  - Access to shower and personal locker facilities during NZTC's normal business hours
  - Access to basic bike repair tools that may be used on site during NZTC's normal business hours
  - Membership is for one person only who must be age 14 or older

<u>Resident:</u>	<u>Non-Resident:</u>
<input type="checkbox"/> 1 year (\$120)	<input type="checkbox"/> 1 year (\$138)
<input type="checkbox"/> 3 months (\$30)	<input type="checkbox"/> 3 months (\$35)

## II. Enrollment Fee

- New membership or for returning members that have had a lapse in membership
  - \$5 fee

## III. Lost, Stolen, or Damaged Membership Cards

- To replace a lost, stolen, or damaged membership card
  - \$5 per card that needs to be replaced

## IV. Insufficient Funds, Returned Checks & Online Payments

- Fees charged for member providing a personal account for payment that lacks sufficient funds to cover the amount of payment owed
  - \$13 for insufficient funds for returned checks
  - \$15 for insufficient funds for online payments
- Payments made online will be charged a convenience fee to cover the cost of the actual charges received by the Town from its online payment vendor; current charges are 2.95% of the total cost of the transaction or \$1.95 per transaction, whichever is the greater amount.
- Note: Category IV charges may be adjusted from time-to-time by the Finance Department as needed to cover the cost of the actual charges received by the Town from the member's financial institution(s).

## V. Special Promotions and Discounts

- From time to time, management may have the discretion to issue special promotions and discounts to encourage use of the Commuter Club and NZTC facilities.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt*  
**CC:** Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works  
**Date:** January 12, 2015  
**Re:** Classification – Public Works Operations Manager

---

**Subject Matter/Background**

For reasons stated in the attached documentation, staff is seeking Council's approval to create the classification of Public Works Operations Manager. Traditionally, the Personnel Committee reviews and the Council as a whole approves pay grades for new non-union classifications.

The Public Works Superintendent position is currently vacant following the recent retirement of the incumbent in the position, who admirably served the Town for ten years. Over the years the scope and duties of the position have considerably changed, as you will see in the attached proposed job description. The classification has not been reviewed since the last organization-wide classification and compensation study was conducted in 2005. Prior to the appointment of a new Public Works Superintendent, we have evaluated the position and workload needs of the Operations Division and are proposing a new classification of Public Works Operations Manager; staff believes the new classification more accurately reflects the duties of the position.

The position oversees an operating budget of approximately \$1,428,130, a solid waste enterprise fund of approximately \$1,143,100, and a staff of 21 FTE. The Operations Division is responsible for maintaining 108 miles of road, 29 athletic fields and grounds at over a dozen municipal and board of education facilities, a fleet of over 70 vehicles, and operating a municipal transfer station and residential refuse/recycling collection program.

At its December 15, 2014 meeting, the Personnel Committee reviewed and endorsed staff's recommendation to create the classification of Public Works Operations Manager and to set the pay grade for the position at grade 22 (40 hour work week), salary range of \$77,799/yr-\$101,080/yr of the town administrators pay plan.

### **Financial Impact**

The difference between the top step of grade 20 (existing classification) and grade 22 (proposed classification) is \$9,292, or \$11,116 when payroll taxes and pension costs are factored in. The person we have hired for the position will not be brought in at the maximum of the proposed salary range. We do not anticipate an impact on this year's operating budget.

### **Recommendation**

Staff and the Personnel Committee recommend that the Public Works Operations Manager position be classified as grade 22 (40 hour work week) of the town administrators (non-union) pay plan.

If the Council as a whole supports this recommendation, the following motion is in order:

*Move, effective January 12, 2014, to create the classification of Public Works Operations Manager and to set the pay grade for the position at grade 22 (40 hour work week) of the town administrators pay plan, with a current salary range of \$77,799-\$101,080/yr.*

### **Attachments**

- 1) Memo to Personnel Committee dated December 15, 2014
- 2) Classification Analysis
- 3) Salary Survey
- 4) Proposed Job Description



**Town of Mansfield  
Agenda Item Summary**

**To:** Personnel Committee  
**From:** Matt Hart, Town Manager; Maria Capriola, Assistant Town Manager  
**Date:** December 15, 2014  
**Re:** Public Works Operations Manager (proposed classification)

---

**Background**

The Public Works Superintendent position is currently vacant following the recent retirement of the incumbent in the position who admirably served the Town for ten years. Over the years the scope and duties of the position considerably changed as you will see in the attached proposed job description. The classification has not been reviewed since the last organization-wide classification and compensation study was conducted in 2005. Prior to the appointment of a new Public Works Superintendent, we have evaluated the position and workload needs of the Operations Division. John Carrington assisted with the review of the job description and determining the workload needs of the Operations Division.

***Class Description***

Attached please find the proposed job description for the Public Works Operations Manager position. This would be a new "classification," one that we believe more accurately reflects the scope and responsibilities of the position and identifies the qualifications that the employee must possess. Some of the noted changes to the position include: serving as the Town's Tree Warden; overseeing all functions of the solid waste operation; staffing advisory committees; managing projects; serving as the point-of-contact for the department in the Director's absence.

The position oversees an operating budget of approximately \$1,428,130, a solid waste enterprise fund of approximately \$1,143,100, and a staff of 21 FTE. The Operations Division is responsible for maintaining 108 miles of road, 29 athletic fields and grounds at over a dozen municipal and board of education facilities, maintains a fleet of over 70 vehicles, and operates a municipal transfer station and residential refuse collection program.

***Pay Grade***

To determine where the Public Works Operations Manager position should be assigned within the town's classification and pay plan, Springsted's Class Evaluation System Manual was used. The manual consists of a point factor system, which the rater uses to evaluate a position according to nine job factors. The rater then combines the individual job factor scores to produce an overall position score. Next, the rater compares the position against several "benchmark" positions within the classification plan as well as external salary data to determine the pay grade for the new position.

***Internal Comparison***

The Public Works Superintendent position is currently classified at grade 20 of the non-union employees pay plan. During the Springsted review the position had 472 points assigned to it. Results of the current review recommend total points for the position at 507 points. The scores

and pay grades of various internal benchmark positions within the classification plan are as follows:

Position	Grade	Points
Accounting Manager-Treasurer	NU 21	440
Town Clerk	NU 22	460
Fire Marshal/Emergency Mgmt. Director	NU 23	504.5
<i>Public Works Operations Manager</i>	NU 22	507
Assistant Director Parks and Recreation	NU 22	545

*External Comparison*

A salary survey seeking comparable positions around the state was conducted. Salary data gathered from other communities was adjusted to reflect a 40 hour work week, budgeted at 52.1 weeks per year. The adjusted average annual range for similarly surveyed positions is \$74,011-\$104,203 and the adjusted median annual range for the position is \$76,848-\$106,266. At grade 20 of the non-union employees pay plan; the annual salary range for the Public Works Superintendent position is \$70,491-\$91,788, considerably less than both the median and average salaries of similar positions. At grade 22 (40 hour week), the Public Works Operations Manager position annual salary range would be \$77,799-\$101,080; the minimum salary would be slightly higher than the benchmarked average and median, while the maximum salary point would be slightly less than the benchmarked average and median.

**Financial Impact**

The difference between top step of grade 20 and grade 22 is \$9,292, or \$11,116 when payroll taxes and pension costs are factored in. It is extremely unlikely that the person we hire for the position would be brought in at the maximum of the salary range. Depending on a candidate's experience and qualifications, a more common hiring range is somewhere between minimum and mid-salary range. We do not anticipate an impact on this year's operating budget.

**Recommendation**

For the reasons stated in the above and the attached we are seeking the Personnel Committee's endorsement of the proposed Public Works Operations Manager classification. The Public Works Operations Manager position would be set at grade 22 (40 hour work week) of the nonunion scale. Traditionally, the Personnel Committee reviews and the Council has a whole approves pay grades for new classifications.

If the Personnel Committee supports this recommendation, the following motion is in order: *Move, effective December 15, 2014, to endorse creating the classification of Public Works Operations Manager, setting the pay grade for the position at grade 22 (40 hour work week), salary range of \$77,799/yr-\$101,080/yr, of the town administrators pay plan and to submit this recommendation to the Town Council as a whole.*

**Attachments:**

- 1) Classification Analysis
- 2) Salary Survey
- 3) Draft job description

Town of Mansfield  
 Classification and Pay Plan  
 Pay Grade for Public Works Operations Manager

Title	Grade	Skill	Training	Experience	Level	HR	Physical	Conditions	Independ	Impact	Supervision	Total
Public Works Operations Manager (Proposed)	22	5	40	100	80	50	10	15	80	80	52	507

Accounting Manager	21	5	80	80	80	30	0	0	80	80	10	440
Town Clerk	22	5	80	120	80	30	0	0	80	60	10	460
Superintendent of Public Works	20	5	40	100	80	30	10	0	80	80	52	472
Fire Marshal/Emergency Mgmt. Director	23	5	40	120	80	50	20	15	80	80	19.5	504.5
Assistant Director Parks and Recreation	22	5	80	80	80	60	10	10	70	80	75	545

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Recommendation:  
 Public Works Operations Manager, NU GR 22, Salary Range \$77,799-\$101,080 (40 hour work week)

Note: Public Works Superintendent is a 40 hr/wk position; salary range adjusted to reflect 40 hrs/wk  
 Updated December 12, 2014

Town	Population	Title	Hrs Per Week	Weeks/ Yr	Annual Min	Annual Max	Adjusted to 52.1 Week Annual Min	Adjusted to 52.1 Week Annual Max	Adjusted to 40 hr/wk Annual Min	Adjusted to 40 hr/wk Annual Max	Hourly Min	Hourly Max
MANSFIELD	25,744	Public Works Superintendent	40	52.1	\$70,491	\$91,788	\$70,491	\$91,788	\$70,491	\$91,788	\$33.76	\$43.96
Avon	18,386	Deputy Director of Pubic Works	37.5	52	\$76,950	\$107,750	\$77,246	\$108,164	\$82,396	\$115,375	\$42.25	\$59.17
Berlin	20,590	Assistant Highway Supervisor	35	52.2	\$52,003	\$94,781	\$51,805	\$94,419	\$59,205	\$107,908	\$32.41	\$59.29
Bloomfield	20,673	Field Operations Manager	35	52	\$67,258	\$103,813	\$67,517	\$104,212	\$77,162	\$119,100	\$42.40	\$65.44
Cheshire	29,150	No Position	--	--	--	--	--	--	--	--	--	--
Coventry	12,411	Superintendent of Roads	40	52	--	\$80,500	--	\$80,810	--	\$80,810	--	\$38.85
Enfield	44,748	Assistant Public Works Director (Roads & Solid Waste only)	35		--	\$87,668	--	\$87,668	--	\$100,192	--	\$55.05
Farmington	25,613	Highway and Grounds Superintendent	40	52	\$83,390	\$104,441	\$83,711	\$104,843	\$83,711	\$104,843	\$40.25	\$50.41
Glastonbury	34,768	Pyhsical Operations Manager (Roads & Fleet only)	37.5	52.2	\$86,638	\$116,961	\$86,307	\$116,515	\$92,061	\$124,282	\$47.21	\$63.73
Groton	40,176	Assistant Director of Public Works (Roads & Solid Waste only)	40		\$76,535	\$90,041	\$76,535	\$90,041	\$76,535	\$90,041	\$36.80	\$43.29
Manchester	58,211	No Position	--	--	--	--	--	--	--	--	--	--
Windsor	25,846	No Position (broken out into several specialized managerial positions)	--	--	--	--	--	--	--	--	--	--
Windsor	29,142	Public Works Operations Manager (Roads, Grounds, & Fleet only)	40	52.2	\$50,717	\$108,102	\$50,523	\$107,689	\$50,523	\$107,689	\$24.29	\$51.77
Average	29,651		38.00	52.1	\$70,498	\$97,566			\$74,011	\$104,203	\$37.42	\$53.10
Median	25,846		38.8	52.1	\$73,513	\$94,781			\$76,848	\$106,266	\$38.52	\$53.41
		Mansfield Grade 22 (Town Clerk, Asst. Parks & Rec Director)			\$68,074	\$88,445			\$77,799	\$101,080	\$37.26	\$48.41

Notes:

Population Source: 2013 CT Department of Public Health

Plainville data included, but not provided. Two positions: Superintendent of Roadways; Superintendent of Building & Grounds. Base salary does not include overtime - positions are eligible for and earn overtime.

Windsor utilizes broadband system; noted that minimum is not in check with market.

**TOWN OF MANSFIELD  
POSITION DESCRIPTION**

**Class Title:** ~~Public Works Superintendent~~—Public Works Operations Manager  
**Group:** Town Administrators  
**Pay Grade:** Town Administrators Grade 20 22 (40 Hour)  
**FLSA:** Exempt  
**Effective Date:** ~~February 1, 2005~~ January 12, 2015

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**General Description/Definition of Work**

This position performs responsible professional and administrative work overseeing the activities of the Public Works operations programs: road maintenance, grounds maintenance; fleet maintenance; and solid waste operations. ~~street and storm drainage maintenance, solid waste facilities and equipment maintenance operations, parks and grounds maintenance as well as related work as required.~~ Duties include: planning, organizing, and directing all operations programs (roads, streets, fleet, solid waste) and staff; serving as the Town's Tree Warden; managing capital projects; supporting the work of Town committees, boards, and commissions; ~~and supervising street maintenance, storm drainage maintenance, solid waste facilities and equipment maintenance operations; coordinating work with other divisions and departments;~~ maintaining records and files; preparing reports. Work is performed under general supervision. and Supervision is exercised over ~~subordinate~~ all operations personnel. Position reports to the Director of Public Works/Town Engineer.

**Essential Job Functions/Typical Tasks**

- Manages all Public Works operations programs (roads, grounds, fleet, solid waste). Coordinates, assigns and oversees workload for Public Works operations programs.
- Trains, motivates, schedules, and supervises subordinate personnel. Approves timesheets and paid time off of assigned staff.
- Conducts performance evaluations of assigned staff and monitors employee performance. Issues discipline to staff and conducts grievance meetings. Assists in preparing proposals and negotiating union contracts and agreements.
- Develops, implements, and evaluates Public Works operations related programs and services.
- Oversees the installation of construction/infrastructure projects in the Town such as but not limited to roadway, drainage, bridge, and athletic field improvements. Manages construction projects performed by outside consultants. Manages capital projects for the Town such as but not limited to infrastructure and fleet projects as assigned.
- Reviews plans, specifications, change orders and submittals for construction projects to determine compliance with Town road and drainage standards.
- Plans and coordinates preparations for snow removal and ice control, including equipment and material preparation; evaluates potential snow emergencies, including weather and road conditions; calls in Town forces; supervises operations through clean-up; ~~serves as Deputy Tree Warden.~~
- Manages the Town's solid waste operations at the Transfer Station and residential refuse and recycling collection, including multi-family.
- Serves as Tree Warden. Responsible for ensuring the conservation and maintenance of trees and shrubs on Town land in accordance with state statutes which includes but is not limited to properly posting trees recommended for removal, conducting public hearings as needed, and determining cause for emergency removal.
- Assists in coordinating department activities with government agencies, contractors and interest groups; assists in coordinating operations within the department.
- Assists in preparing departmental operating, personnel, and safety policies and procedures. Ensures that departmental and town-wide policies and procedures and federal, state, and local laws are enforced.
- Prepares, monitors, and analyzes operating budgets and performance measurements for all operations programs. Administers adopted operating budgets and performance measurements for assigned

## Public Works Superintendent Operations Manager (cont'd.)

- programs.
- Assists in the preparation, monitoring and administration of the Town's capital improvement program.
- Provides technical assistance and professional guidance to the Town Council and various Town commissions and committees such as Solid Waste Advisory, Traffic Authority, Cemetery Committee, Beautification Committee and others as assigned. Maintains records and files for Town committees as assigned.
- Establishes and maintains filing and records management systems for operations programs.
- Responds to and resolves citizen customer service issues.
- In absence of DPW Director/Town Engineer, serves as the Department's lead contact during emergency operations.
- ~~• Plans and supervises road maintenance, grounds maintenance, solid waste facilities operations and equipment maintenance activities.~~
- ~~• Prioritizes daily work assignments; oversees projects; reviews adjusts and prepares timesheets; monitors sick and vacation leave.~~
- ~~• Prepares fuel report; sorts fuel usage; orders fuel.~~
- ~~• Gathers and analyzes information, determines recommendations and prepares reports; determines operating procedures and recommends operating policies.~~
- ~~• Assists in long range planning, daily scheduling and on-site supervision of projects.~~
- ~~• Develops division and unit budgets; monitors expenditures to assure conformance to budget; assists with development of department operating and capital budgets.~~
- ~~• Supervises employee training; administers union contract language, oral and written warnings and suspensions; recommends higher discipline; interviews job candidates and recommends selection; reviews employee performance evaluation and reclassification requests and makes recommendations.~~
- ~~• Coordinates division operations with Town functions and government agencies; coordinates unit operations and ensures the availability of the personnel, materials and equipment necessary for projects and objectives; reviews purchase requests.~~
- ~~• Supervises and inspects work in the field involving safety and OSHA requirements.~~
- Performs related tasks as required.

### Knowledge, Skills and Abilities:

- Thorough knowledge of the practices of municipal street, drainway drainage, solid waste facilities and collection, equipment, parks and grounds maintenance and related activities and services; thorough knowledge of the equipment and tools needed for an efficient and effective street, drainage, solid waste facilities and collection, equipment and parks and grounds maintenance programs.
- Thorough knowledge of the occupational hazards of the work and necessary safety precautions; ability to formulate safe operational policies and procedures.
- Ability to review and analyze plans and specifications for the construction of public facilities.
- Ability to maintain records and prepare technical reports.
- ~~• Ability to supervise the work of subordinates.~~
- Ability to plan, layout and direct the work of subordinates.
- Ability to establish and maintain effective working relationships with Town officials, associates, contractors and the general public.
- Ability to communicate complete ideas effectively, orally and in writing.

### Education and Experience:

~~Any combination of education and experience equivalent to graduation from an accredited community college with major course work in engineering technology or related field and extensive experience in public works maintenance and repair including considerable supervisory experience. Graduation from an accredited~~

## Public Works Superintendent Operations Manager (cont'd.)

college or university with an associate's degree in engineering, landscape architecture, natural resources or related field supplemented by considerable supervisory and public works operations (roads, grounds, fleet, and solid waste) experience. Consideration will be given to equivalent experience, training, and education.

### Physical Demands and Work Environment:

(The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The list is not all-inclusive and may be supplemented as necessary. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- This is light work requiring the exertion of up to 20 pounds of force occasionally, up to 10 pounds of force frequently, and a negligible amount of force constantly to move objects.
- Work requires climbing, stooping, kneeling, crouching, reaching, standing, fingering, grasping, and repetitive motions.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Visual acuity is required for color perception, night vision, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities.
- Worker is subject to inside and outside environmental conditions, extreme cold, extreme heat, noise, hazards, atmospheric conditions, oils, and wearing a respirator.
- Worker may be exposed to bloodborne pathogens and may be required to wear specialized personal protective equipment.

### Special Requirements:

Possession of an appropriate driver's license valid in the State of Connecticut. Possession of a CDL A or B license preferred. Certification as a tree warden at time of appointment preferred; certification must be obtained and maintained within 6 months of appointment or at time of first available certification class, whichever occurs first. Certification as a Transfer Station Operator preferred.

*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Mansfield and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.*

Approved by: \_\_\_\_\_  
Matthew W. Hart, Assistant Town Manager

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

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; Jennifer Kaufman, Natural Resources and Sustainability Coordinator  
**Date:** January 12, 2015  
**Re:** Mansfield Tomorrow Draft Plan of Conservation and Development

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**Subject Matter/Background**

On Monday, December 15, 2014, the Mansfield Planning and Zoning Commission (PZC) adopted the following motion to refer the Mansfield Tomorrow draft Plan of Conservation and Development to the Town Council for review and comment:

“To submit copies of the December 2014 public hearing draft of the Mansfield Tomorrow Plan of Conservation and Development to the Mansfield Town Council and Capitol Region Council of Governments Regional Planning Commission for review and comment in accordance with the provisions of C.G.S. Sec. 8-23(g). A public hearing shall be scheduled for Monday, March 2, 2015 at 7:00 p.m.<sup>1</sup> Comments will be taken that evening. Unless concluded earlier, the Commission shall adjourn the hearing for the evening at 11:00 p.m. and continue it to another date for additional public comment. If testimony is completed and the Commission determines there is no cause to keep the hearing open, the hearing may be closed at any time.

Copies of the draft plan shall also be transmitted to Town Attorney and the following nearby communities: Ashford, Chaplin, Coventry, Tolland, Willington and Windham. The following Town boards, committees and commissions shall be provided with an electronic copy of the document for their review and comment: Agriculture Committee, Committee on the Needs of Persons with Disabilities, Commission on Aging, Conservation Commission, Economic Development Commission, Four Corners Sewer and Water Advisory

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<sup>1</sup> Please note that the original transmittal memo to the Council noted a start time of 7:30 for the public hearing; this was a typo. The correct hearing start time is 7:00 p.m.

Committee, Historic District Commission, Human Services Advisory Committee, Mansfield Tomorrow Advisory Group, Mansfield Board of Education, Open Space Preservation Committee, Parks Advisory Committee, Recreation Advisory Committee, Region 19 Board of Education, Sustainability Committee, Town University Relations Advisory Committee, Transportation Advisory Committee and other relevant advisory committees.”

In accordance with the Planning and Zoning Commission referral, copies of the draft plan were submitted to the Town Council, Town Clerk, Town Attorney, nearby communities and Capitol Region Council of Governments on December 22, 2014. The plan was referred to advisory committees via email on December 22<sup>nd</sup> with information on where to download the document and view hard copies, as well as a deadline for submitting comments to the Planning and Zoning Commission.

A series of community information meetings have been scheduled for January and February to obtain community input on the draft plan; a schedule is attached for your information. Residents can view and comment on the plan on-line and review hard copies at the Town Clerk’s office, Senior Center, and Community Center. Copies are also available to borrow from the Mansfield Public Library as part of their circulation system.

#### Town Council Review

As part of its review, the Council may elect to hold a public hearing independent of the public hearing held by the PZC. The Council may endorse or reject the entire plan or a portion thereof and may submit comments and recommended changes to the Commission. Any portion or recommendation of the plan that is not endorsed by the Town Council may only be adopted by Commission by a vote of not less than 2/3 of the members.

Staff will schedule workshops with the Council to review the plan if desired. If the Council is interested in holding its own public hearing, it should be scheduled no later than the first meeting in February to provide sufficient time for the Council to complete its review and provide comments to the Planning and Zoning Commission in advance of the March 2, 2014 public hearing.

As the draft plan integrates both land use and strategic goals and strategies, staff will recommend that the Planning and Zoning Commission refer any comments received on topics that are the jurisdiction of the Town Council or Board of Education for guidance on how they should be addressed. For example, comments related to financial goals, strategies and actions would be referred to the Town Council and comments related to educational objectives would be referred to the Board(s) of Education. Comments that are received by staff in advance of the hearing will be referred to the appropriate elected body for review.

**Attachments**

- 1) December 22, 2014 Mansfield Tomorrow Draft POCD Transmittal Memo
- 2) Community Information Meeting Dates
- 3) Email transmittal to Advisory Committees



Town of Mansfield  
Department of Planning and Development

Date: December 22, 2014

To: Town Council  
Mary Stanton, Town Clerk

From: Linda M. Painter, AICP, Director *LMP*

Copy: Planning and Zoning Commission  
Matthew Hart, Town Manager

Subject: Mansfield Tomorrow Plan of Conservation and Development: Referral of Public Hearing Draft

REC'D DEC 22, 2014 - M EC

On Monday, December 15, 2014, the Mansfield Planning and Zoning Commission adopted the following motion to refer the Mansfield Tomorrow draft Plan of Conservation and Development to the Town Council for review and comment:

“To submit copies of the December 2014 public hearing draft of the Mansfield Tomorrow Plan of Conservation and Development to the Mansfield Town Council and Capitol Region Council of Governments Regional Planning Commission for review and comment in accordance with the provisions of C.G.S. Sec. 8-23(g). A public hearing shall be scheduled for Monday, March 2, 2015 at 7:30 p.m. Comments will be taken that evening. Unless concluded earlier, the Commission shall adjourn the hearing for the evening at 11:00 p.m. and continue it to another date certain for additional public comment. If testimony is completed and the Commission determines there is no cause to keep the hearing open, the hearing may be closed at any time.

Copies of the draft plan shall also be transmitted to Town Attorney and the following adjoining communities: Ashford, Chaplin, Coventry, Tolland, Willington and Windham. The following Town boards, committees and commissions shall be provided with an electronic copy of the document for their review and comment: Agriculture Committee, Committee on the Needs of Persons with Disabilities, Commission on Aging, Conservation Commission, Economic Development Commission, Four Corners Sewer and Water Advisory Committee, Historic District Commission, Human Services Advisory Committee, Mansfield Tomorrow Advisory Group, Mansfield Board of Education, Open Space Preservation Committee, Parks Advisory Committee, Recreation Advisory Committee, Region 19 Board of Education, Sustainability Committee, Town University Relations Advisory Committee, Transportation Advisory Committee and other relevant advisory committees.”

A copy of the plan is hereby submitted to you with this memo.

In accordance with Section 8-23(g)(2), Connecticut General Statutes, the public hearing has been scheduled for Monday, March 2, 2015 to provide the Town Council with at least 65 days to review and comment on the draft plan. As part of your review, you may elect to hold a public hearing independent of the public hearing held by the PZC. The Council may endorse or reject the entire plan or a portion thereof and may submit comments and recommended changes to the Commission. Any portion or recommendation of the plan that is not endorsed by the Town Council may only be adopted by Commission by a vote of not less than 2/3 of the members.

### Next Steps

- **Town Council Review.** Staff will work with the Town Managers office to schedule workshops to discuss the draft plan. The Town Council also has the option of holding its own public hearing on the plan prior to submitting formal comments to the PZC.
- **Community Input.** Copies of the draft plan are available for review in the Town Clerk's office, Senior Center, and Community Center. Additionally, copies are available to borrow from the Mansfield Public Library as part of their circulation system. The attached flyer identifies a series of community information meetings as well as an open house that are scheduled for January and February.

Please let me know if you have any questions.

SHARE YOUR THOUGHTS ON THE PROPOSED

# MANSFIELD TOMORROW

## *Plan of Conservation and Development*

View the plan online at [www.mansfieldtomorrow.com](http://www.mansfieldtomorrow.com).

Hard copies of the plan can be viewed at the **Office of the Town Clerk, Mansfield Community Center** and **Mansfield Senior Center**, or borrowed from the **Mansfield Public Library**.

### Community Information Meetings

PRESENTATION AND DISCUSSION OF PLAN

**Thursday, January 15, 2015**

7:00 p.m.

Council Chambers

Audrey P. Beck Municipal Building

4 South Eagleville Road

*This meeting will be broadcast on Charter Cable Channel 191 and streamed live on-line at [www.mansfieldct.org](http://www.mansfieldct.org).*

**Wednesday, January 21, 2015**

2:30 p.m.

Mansfield Senior Center

303 Maple Road

**Thursday, February 5, 2015**

7:00 p.m.

Mansfield Middle School Cafeteria

205 Spring Hill Road

### Open House

INFORMAL DROP-IN EVENT. VIEW MAPS  
AND DISCUSS PLAN

**Saturday, January 31, 2015**

10 am - 12:30 pm

Buchanan Center Auditorium

Mansfield Public Library

54 Warrenville Road

### Public Hearing

PLANNING & ZONING COMMISSION HEARS  
PUBLIC COMMENTS ON THE PLAN

**Monday, March 2, 2015**

7:00 p.m.

Council Chambers

Audrey P. Beck Municipal Building

4 South Eagleville Road

*The hearing may be continued to another date and time if there are more people present than can be heard prior to 11:00 p.m.*

Please call Project Manager Jennifer Kaufman at (860) 429-3015 x6204 with any questions.



Mansfield Tomorrow is a Town project funded by the U.S. Department of Housing and Urban Development (HUD) Office of Economic Resilience.

[www.MansfieldTomorrow.com](http://www.MansfieldTomorrow.com)

 Mansfield Tomorrow

## Linda M. Painter

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**From:** Jennifer S. Kaufman  
**Sent:** Monday, December 22, 2014 3:02 PM  
**To:** Agriculture Committee; Conservation Comm; Economic Development Commission; Four Corners Sewer and Water Advisory Committee; Open Space Comm; Parks Adv Comm; Sustainability Committee; Recreation Adv Comm; Transportation Advisory Committee; Rachel D. Leclerc; Bruce Silva; Patricia R. Schneider; Mary L. Stanton; Randall S. Walikonis; eric@apgar.net  
**Subject:** Draft Mansfield Tomorrow Plan of Conservation and Development

Good Afternoon:

As you may have heard, on December 15<sup>th</sup>, the Mansfield Planning and Zoning Commission voted to refer the draft Plan of Conservation and Development to the Town Council and Capitol Region Council of Governments for review and comment in accordance with Section 8-23(g) of Connecticut General Statutes. The Commission also requested that copies of the draft plan be transmitted to several Town advisory committees/commissions/boards. You can download a pdf of the draft plan at [www.mansfieldtomorrow.com](http://www.mansfieldtomorrow.com). There are also several hard copies available at the Planning and Zoning Department specifically for committee use. Feel free to sign out a copy of the plan.

In addition, hard copies of the plan can be viewed in the Office of the Town Clerk, Mansfield Community Center and Mansfield Senior Center and additional copies are available for borrowing through the Mansfield Public Library.

Your committee/commission/board is encouraged to review the plan and send questions and submit comments to the Planning and Zoning Commission. A Public Hearing is scheduled for **March 2, 2015** your committee may express comments at that time or submit comments in writing. If you would like your comments to be included in the Planning and Zoning packet, please submit your comments no later than 4:00 pm on **Monday, February 23<sup>rd</sup>**. All written comments received will be provided to the Mansfield Planning and Zoning Commission and Town Council.

Planning staff will be hosting several information sessions in January and February and an open house on January 31, 2015, which committee members are encouraged to attend:

### **Thursday, January 15, 2015**

Community Information Meeting

7:00 p.m.

Council Chambers | Audrey P. Beck Municipal Building

4 South Eagleville Road

(This meeting will be broadcast on Charter Cable Channel 13 and streamed live on-line at [www.mansfieldct.org](http://www.mansfieldct.org))

### **Wednesday, January 21, 2015**

Community Information Meeting

2:30 p.m.

Mansfield Senior Center

303 Maple Road

**Saturday, January 31, 2015**

Open House

10 am - 12:30 pm

Buchanan Center Auditorium | Mansfield Public Library

54 Warrenville Road, Mansfield

**Thursday, February 5, 2015**

Community Information Meeting

7:00 p.m.

Cafeteria | Mansfield Middle School

205 Spring Hill Road

**Monday, March 2, 2015**

Public Hearing

7:00 p.m.\*

Council Chambers | Audrey P. Beck Municipal Building

4 South Eagleville Road

*\*The hearing may be continued to another date and time if there are more people present than can be heard prior to 11:00 p.m.*

Happy holidays,

Jennifer S. Kaufman

Natural Resources and Sustainability Coordinator

Inland Wetlands Agent

Town of Mansfield

10 South Eagleville Road

Storrs-Mansfield, CT 06268

860-429-3015 x6204

860-429-9773 (Fax)

[KaufmanJS@MansfieldCT.org](mailto:KaufmanJS@MansfieldCT.org)



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt*  
**CC:** Maria Capriola, Assistant Town Manager; Kevin Deneen, Town Attorney  
**Date:** January 12, 2015  
**Re:** Agreement between Regional School District #19 Board of Education and E.O. Smith High School Teachers' Association

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**Subject Matter/Background**

The Regional School District #19 Board of Education and the E.O. Smith High School Teachers' Association have agreed to the attached three (3) year successor agreement. In accordance with Connecticut General Statutes (CGS) 10-153d(b), on December 29, 2014 the Regional 19 Board filed a copy of the contract between the parties with the Town Clerk.

Town staff does not participate in labor relations involving Region 19 employees. Pursuant to Connecticut General Statutes section 10-153d(b) & (c), apparently part of the "Teachers Negotiating Act" (TNA), it appears that the Town Council (the "legislative body" as that term appears in the statute) may exercise one or possibly more of the following four options within 30 days of the aforementioned December 29, 2014 filing date:

- 1) Ratify/approve the contract;
- 2) Take no action within the thirty (30) day period, in which case the contract will become effective;
- 3) Direct me as Town Manager to request in writing no later than fifteen days from said filing date that the Region 19 Board of Education call a district meeting to "consider" the contract; or
- 4) Reject the contract, in which case it appears from a literal reading of section 10-153d(b) and (c), that the matter could be referred to binding arbitration.

The Town Attorney has reviewed this matter at my request, and has found no case law on point. He has contacted the attorney within the State Department of Education responsible for implementing and overseeing the Teachers Negotiating Act (TNA), and she has indicated that the department has not had to deal with this issue during her tenure.

The statute governing negotiations between a board of education and its teachers' union is extremely unclear as it applies to regional school districts.

As to option 3, the statute provides that "any regional board of education shall call a district meeting to consider such contract within such thirty-day period if the chief executive officer of any member town so requests in writing within fifteen days of the receipt of the signed copy of the contract." The statute does not detail what actions are to be taken by the regional board, other than to 'consider such contract' which it has already approved. Our Town Attorney agrees with the Department's lawyer that "consider" does not include voting to rescind the Regional Board of Education's approval of the contract. The "district meeting" appears to be for the purpose of discussing the contract prior to the Town Council (our "legislative body") deciding whether to pursue option 4.

As to option 4, following discussions with the Department's attorney, the statute does not address what would happen if one or two of the three legislative bodies voted to reject the contract. One logical application would be if the legislative bodies representing a majority of the population of the district reject the contract, the contract would then be referred to the arbitration process. This is analogous to the process for approving the regional district's budget under Section 10-51. It could also be argued that all three legislative bodies would need to reject the contract, or a single legislative body could reject the contract. There are problems with both of these approaches. To allow one town to reject a contract when the others approved, this would allow the smallest population town in a multi-district regional school district to reject a contract on behalf of the majority of residents of all the Towns. Requiring all towns to reject the contract in order to send it to arbitration would likewise give a 'veto' to each town over the others' decision to reject a contract.

As noted, the Town Attorney has found no case law to offer guidance on this process. From his research, different regional school districts have treated the process differently. For example, in 1998 the Town of Prospect, a member of Region 16 sent the contract to a town meeting with the notice that "By state law, the new contract goes into effect, unless rejected by the legislative body of either Prospect or Beacon Falls." (Emphasis added.) In 2009, Andover and Hebron rejected a contract for teachers in Region 8 while Marlborough approved the contract. In that case, the District treated the contract as not rejected, since all three towns did not reject the agreement.

### **Financial Impact**

Please see the attached summary of the collective agreement, prepared by the labor attorney for Region 19.

### **Legal Review**

The Region 19 Board of Education has negotiated the agreement with the assistance of its labor attorney.

**Attachments**

- 1) Summary of Negotiated Successor Collective Bargaining Agreement between the Region 19 Board of Education and the E. O. Smith High School Teachers' Association
- 2) Legal Notice
- 3) CGS §10-153d
- 4) Agreement Between Regional School District #19 Board of Education and E.O. Smith High School Teachers' Association

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**REGIONAL SCHOOL DISTRICT #19**

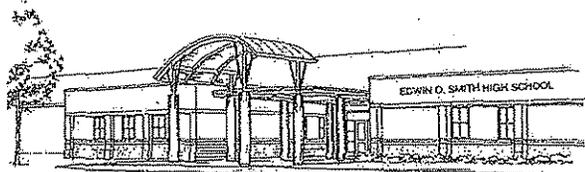
Office of the Superintendent

1235 Storrs Road

Storrs, Connecticut 06268

860-487-1862

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TO: M. Zambó, Ashford First Selectman  
M. Hart, Mansfield Town Manager  
C. Mailhos, Willington First Selectman

FROM: Bruce W. Silva 

DATE: January 8, 2015

SUBJECT: Summary for Regional School District #19 - E.O. Smith High School Teachers' Assoc. Agreement

Greetings –

Attached please find a summary of the recent contract settlement with the E.O. Smith High School Teachers' Association.

This settlement, reached in mediation, compares favorably with the other 30 school district settlements that preceded our negotiations and includes a provision moving all members of the bargaining unit to a High Deductible Healthcare Plan (HDHP) as of January 1, 2016.

Please do not hesitate to contact me if you have any questions regarding the settlement.

Thank you.

BWS/

c. Jim Mark, Chairman

Enc. Summary of Negotiated Successor Collective Bargaining Agreement  
CABE Teacher Settlement Data 2014-15

**SUMMARY OF NEGOTIATED  
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

**Between the Region 19 Board of Education and the  
E.O. Smith High School Teachers' Association**

**Fall 2014**

1. **Duration - Article XV:**

3 years - July 1, 2015-June 30, 2018

2. **Wages (General Wage Increases and Step Increases) - Appendix A-1, A-2, A-3:**

July 1, 2015 - 3.15% total increase

- 1.00% general wage increase
- 2.15% step movement

July 1, 2016 - 3.15% total increase

- 1.41% general wage increase
- 1.74% step movement

July 1, 2017 - 3.15% total increase

- 1.46% general wage increase
- 1.69% step movement

Department Heads stipends and Supplemental Pay positions increase by the following:

July 1, 2015 - 1.00%

July 1, 2016 - 1.41%

July 1, 2017 - 1.46%

3. **Health Insurance - Article XII, Insurance Benefits.**

**PPO Plan**

- July 1, 2015 – December 31, 2015 – plan design is unchanged
- Employee premium contribution increases from 20% to 21%

### HMO Plan

- July 1, 2015 – December 31, 2015 – plan design is unchanged
- Employee Premium contribution increases from 15% to 16%

### High Deductible Health Plan (HDHP) with Health Savings Account (HSA)

- Effective January 1, 2016, neither the PPO Plan nor the HMO Plan will be offered and the only health insurance plan offered will be a HDHP with HSA
- Deductible - \$2,000 single/\$4,000 two person/family
- Board's contribution to the deductible:
  - January 1, 2016 – 55% - in one payment in January
  - January 1, 2017 – 50% - in biennial payments
  - January 1, 2018 – 50% - in biennial payments
- Prescription Co-Pay after reaching deductible
  - As of January 18, 2018, after meeting the annual deductible there will be an Rx co-pay of \$0 for generics, \$15 for listed brand name drugs and \$30 for non-listed brand name drugs with an annual maximum of \$1,000 for single and \$2,000 for two person/family
- Employee Premium Contribution
  - January 1, 2016      18%
  - January 1, 2017      19%
  - January 1, 2018      20%

#### 4. Miscellaneous:

- Article VII, Salaries, ¶K & ¶L
  - Codify and include in the collective bargaining agreement the existing memorandum of agreement addressing the rate of pay for teachers who work on District Mandated Programs and Activities and District Optional Programs and Activities.
- Article II.J - Teaching Assignments – Online courses
  - Expansion of District's ability to offer online courses in subject areas for credit toward graduation.
- Article IX.C – General – Tuition Reimbursement
  - Must be in subject areas deemed of value to improving the system efficiency and needed expertise, in the discretion of the Superintendent. Preference is given to teachers pursuing a Masters Degree. Maximum total expenditure for the entire bargaining unit is capped at \$22,000 per year which is indexed to change proportionally with the cost per in-state credit at the University of Connecticut.

DATE REPORTED	DISTRICT	PROCESS	RAT (Y/N)	WITHOUT INCREMENT				WITH INCREMENT				
				2015-16	2016-17	2017-18	2018-19	2015-16	2016-17	2017-18	2018-19	
8/28/14	NEW BRITAIN	MED	Y		2.00%			2.26%	2.96%	2.22%		
Yr 1: 1.90% at max & mid yr step; Yr 2: 2.0% GWI, no step; Yr 3: 1.85% at max & mid yr step; HDHP w/HSA will be the sole plan option with PCS at 16% in yr 1, 17% in yr 2 & 18% in yr 3; Deduct of \$2000/4000 RX copay \$10/25/40 after deduct; Cadillac tax language which triggers negotiations in the event the thresholds are reached.												
09/03/14	COLEBROOK	NEG	Y	0.00%	0.00%			3.49%	3.37%			
09/04/14	GREENWHICH	MED	Y					2.99%	2.99%			
Yr 1: Step & \$640 to all steps, Yr 2: Step & \$850 to all steps; Medical benefits in effect on 6/30/15 continue until 12/31/15 then HDHP is sole plan option; \$2000/4000 deduct; RX after deduct is met \$10/25/40, mail at 2X, PCS 12%, BOE funds HSA at \$1250/2500.												
09/05/14	ROCKY HILL	NEG	Y	1.36%	1.82%			3.00%	3.00%			
Addition of family sick leave language (5) days per year Addition of 5 Days Paternity LOA from available sick leave All new hires effective 7/01/2015 will only have HD/HSA group medical Insurance. BOE funds 50% of the deductible \$1,000 single \$2,000 family.												
09/18/14	BROOKFIELD	MED	Y	1.30%	1.30%			2.99%	2.96%			
One-half step each year, 1.3% GWI evenly distributed; PCS for HDHP incr from 18% to 19% in yr 1 & 20% in yr 2.												
9/24/14	SHARED SERVICES	NEG	Y					3.00%	2.99%	3.01%		
HDHP is the base plan with buy up option for PPO plan effective in yr 2; HDHP deduct incr from \$1500/3000 to \$2000/4000, BOE funds HSA at 70% in yr 1, 60% in yr 2 & 50% in yr 3.												
09/26/14	DARIEN	NEG	Y					3.27%	3.13%			
Salary schedule restructured; OAP plan eliminated, HDHP only option, PCS for HDHP incr from 19% to 20% in yr 2.												
09/30/14	WATERFORD	NEG	Y					2.99%	2.99%	2.99%		
Distribution to be worked out by the parties; PCS for PPO plan incr from 18% to 19% in yr 1, 20% in yr 2 & 21% in yr 3; PCS for HDHP 14% in yr 1, 15% in yr 2 & 16% in yr 3. Reopener if plans trigger excise tax, BOE will implement wellness incentive programs.												
10/14/14	SHARON	NEG	Y					2.99%	2.99%	2.99%		
Year 2: 1.44% at max, 1% below, Year 3: 0.38% at max, 0% below; PCS for HDHP incr from 13% to 15% over 3 yrs, deduct incr to \$2000/4000 in yr 2; reopener if plans trigger excise tax.												
10/16/14	GRANBY	NEG	Y	0.44%	1.57%	1.40%		3.25%	3.25%	3.18%		
10/17/14	FAIRFIELD	MED	Y	2.32%	2.18%	2.05%		3.00%	3.00%	3.00%		
Reduction of steps - 2015-16: 22 to 21; 2016-17: 21 to 20; 2017-18: 20 to 19. Kept PPO plan as main plan with higher copays - 2015-16: 21%; 2016-17: 22%; 2017-18: 23%.n												

DATE REPORTED	DISTRICT	PROCESS	RAT (Y/N)	WITHOUT INCREMENT				WITH INCREMENT			
				2015-16	2016-17	2017-18	2018-19	2015-16	2016-17	2017-18	2018-19

10/20/14	REDDING	MED	Y	2.00%	2.00%	1.90%		2.96%	2.79%	2.55%	
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Premium share for health insurance - Yr 1 18.5%; Yr 2 19%; Yr 3 19.5%

10/21/14	BOLTON	MED	Y	3.20%	1.27%	1.52%		3.20%	3.15%	3.15%	
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HDHP is the sole plan, deduct will incr from \$2000/4000 to \$2500/5000 eff 7/1/17, BOE contrib to HSA goes from 75% to 50% in yr 1, PCS change from 17.5% to 15.5% in yr 1, 16.5% in yr 2 & 17.5% in yr 3; if excise tax is triggered the parties will open negotiations re distribution of payment of excise tax, plan offerings, coverage design & PCS.

10/22/14	NEWINGTON	NEG	Y	1.40%	1.08%	1.12%		2.99%	2.99%	2.99%	
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10/22/14	NORWICH	MED	Y	2.99%				2.99%	2.99%	2.99%	
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Yr 2: step & 0.56% at max, Yr 3: step, 1% at max, 0.43% at other steps; PCS for PPO plan incr from 22% to 23% in yr 1, & 24% in yr 3, PCS for Cent Pref Comp plan incr from 17% to 18% in yr 2 & 19% in yr 3; Added HDHP plan option with PCS of 20%, Deduct \$2500/5000 with RX copays of \$10/25/40 after deductible, Board will fund HSA at 50%; Cadillac tax language which triggers mid-term negotiations in the event the thresholds are reached.

10/28/14	REGION #9	NEG	Y	1.50%	1.50%	2.00%		3.50%	3.17%	3.64%	
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Teachers at max step in 15-16 will receive an additional 1% gwi in 15-16 (this translates into a 2% gwi overall increase. MA +15 salary lane - grandfathered to include only current teachers in the lane. PPO Premium Share 17%, 18%, 19%

11/21/14	NEW MILFORD	ARB		3.20%				3.20%	2.92%	3.07%	
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Salary, plan design by agreement prior to arbitration: Yr 1: no step, 3.2% GWI; Yr 2: step, 1.75% at max only; Yr 3: step, 0.3% to steps below max, 1% at max. Replace PPO with HDHP/HSA, Board funds 40% of \$2000/4000 deductible. By award: add Humana Vision Rider (Assoc.); 21% PCS each year (Brd - Yr 1, Assoc - Yrs 2 & 3); eliminate abbreviated school days as non-mandatory subject of bargaining (Brd); increase number of evening meetings from 3 to up to 6 (Brd).

	WESTON			1.07%	1.07%			3.37%	3.15%		
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HDHP will be the sole plan with HRA for non-qualifying employees, PCS 14.5% in yr 1, 15% in yr 2, Deduct of \$2000/4000 HSA funded at 50%, in yr 2 RX co-pay after deduct of \$5/25/40.

	LITCHFIELD CNTY	MED	N					2.99%	2.99%	2.99%	
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Eliminate PPO; HDHP/HSA will be only option (will introduce HRA language), keep at 20% PCS all three years keep current 50% Board funding of \$2000/4000 deductible. Mandatory direct deposit for all new hires as of 7/1/15. Increase faculty meetings from 90 to 105 minutes maximum each. Increase parent-teacher conferences from two to four per year.

	FAIRFIELD CNTY		N	1.25%	1.00%	1.00%		3.61%	3.17%	2.94%	
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Added 15 min instructional time to student day; PCS for PPO plan incr from 19.5% to 20% in yr 2; No language re excise tax.

DATE REPORTED	DISTRICT	PROCESS	RAT (Y/N)	WITHOUT INCREMENT				WITH INCREMENT				
				2015-16	2016-17	2017-18	2018-19	2015-16	2016-17	2017-18	2018-19	
	FAIRFIELD CNTY		N					3.04%				
	Salary reopened, schedule revised.											
	WINDHAM CNTY		N	1.50%		1.75%		3.27%	3.04%	3.02%		
	Year 2: step & 1.75% at max, 1.5% below; HDHP will be the core plan, Cadillac tax language which triggers mid-term negotiations in the event the thresholds are reached.											
	NEW LONDON CNTY		N	2.50%	1.00%			2.50%	2.82%			
	PCS for PPO incr from 20% to 20.5% in yr 1, 21% in yr 2, HDHP will be only option for new hires.											
	NEW HAVEN CNTY		N					3.01%	2.99%			
	Year 1: 1.75% at max, 0.85% below max plus step; Year 2: 1.75% at max, 1.25% below max plus step; HDHP will be the core plan with buy up for PPO plan; HMO plan eliminated; HDHP deduct \$2000/4000, RX copay \$5/25/40 after deductible, BOE funds HSA at 50%											
	FAIRFIELD CNTY		N					3.41%	2.57%			
	Year 1: step plus 1% at max; Year 2: step plus 0.74% below max & 0.75% at max; PPO & EPO plans eliminated, HDHP only plan option, PCS stays at 16%.											
	NEW HAVEN CNTY		N					3.10%	3.10%	3.40%		
	Distribution to be worked out by the parties; BlueCare plan eliminated; HDHP will be sole plan for emp hired on/after 7/1/15 & core plan in 15-17 for others, PPO plan eliminated eff 7/1/17; HDHP deduct \$2000/4000, BOE fund HSA at 50%, PCS for HDHP 15.5% in yr 1, 16% in yr 2 & 16.5% in yr 3; If hired bef 7/17/15 & stay in PPO: BOE pays same total \$ amt towards premium for PPO plan as it pays for HDHP premium and employee pays 62% of the difference between that amount & PPO total cost in yr 1, and 70% of the difference in yr 2; If imposition of excise tax triggered in 17-18 year parties will commence mid-term negs re distribution of payment of excise tax, plan offerings, coverage, design & PCS.											
	NEW LONDON CNTY		N					2.91%	2.83%	2.76%		
	Year 1: step plus 1.25% at max, 0.25% below; Year 2: step plus 1.20% at max, 0.5% below; Year 3: step plus 1.1% at max, 0.45% below; PCS for PPO plan incr from 19% to 19.5% in yr 1, 20.5% in yr 2 & 21.5% in yr 3; PCS for HDHP incr from 15% to 16.5% in yr 1, 17.5% in yr 2 & 18.5% in yr 3; If excise tax is triggered parties will re-open negotiations											
	LITCHFIELD CNTY		N					3.00%	3.00%	3.00%		
	Distribution to be worked out by the parties.											
	NEW LONDON CNTY		N	4.00%	4.00%			4.00%	4.00%			
	LITCHFIELD CNTY		N	0.80%	0.80%			2.52%	2.50%	3.37%		
	Year 1: mid year step; Year 2: no step; Year 3: step and \$500 at max only; Year 1 all move to HDHP plan, \$1500/3000 deduct, Year 2 deduct incr to \$2000/4000, Year 3: add post deductible drug copayments of \$5/20/35,											



Legal Notice  
Town of Mansfield

Notice is hereby given in accordance with Connecticut General Statutes §10-153d that a copy of the Agreement between Regional School District #19 Board of Education and E. O. Smith High School Teachers' Association, effective July 1, 2015 through June 30, 2018, was filed in the Town Clerk's office, 4 South Eagleville Road, Mansfield and is available for public inspection.

Dated at Mansfield, Connecticut this 29th day of December 2014.

Mary Stanton  
Town Clerk Mansfield

CHAPTER 166\* TEACHERS AND SUPERINTENDENTS

Sec. 10-153d. Meeting between board of education and fiscal authority required. Duty to negotiate. Procedure if legislative body rejects contract. (a) Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance in each town or city having a board of finance, with the board of selectmen in each town having no board of finance and otherwise with the authority making appropriations therein. A member of such board of finance, such board of selectmen, or such other authority making appropriations, shall be permitted to be present during negotiations pursuant to this section and shall provide such fiscal information as may be requested by the board of education.

(b) The local or regional board of education and the organization designated or elected as the exclusive representative for the appropriate unit, through designated officials or their representatives, shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate. For purposes of this subsection and sections 10-153a, 10-153b and 10-153e to 10-153g, inclusive, (1) "hours" shall not include the length of the student school year, the scheduling of the student school year, the length of the student school day, the length and number of parent-teacher conferences and the scheduling of the student school day, except for the length and the scheduling of teacher lunch periods and teacher preparation periods and (2) "other conditions of employment" shall not include the establishment or provisions of any retirement incentive plan authorized by section 10-183jj. Such negotiations shall commence not less than two hundred ten days prior to the budget submission date. Any local board of education shall file forthwith a signed copy of any contract with the town clerk and with the Commissioner of Education. Any regional board of education shall file forthwith a signed copy of any such contract with the town clerk in each member town and with the Commissioner of Education. Upon receipt of a signed copy of such contract the clerk of such town shall give public notice of such filing. The terms of such contract shall be binding on the legislative body of the local or regional school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. If a vote on such contract is petitioned for in accordance with the provisions of section 7-7, in order to reject such contract, a minimum number of those persons eligible to vote equal to fifteen per cent of the electors of such local or regional school district shall be required to participate in the voting and a majority of those voting shall be required to reject. Any regional board of education shall call a district meeting to consider such contract within such thirty-day period if the chief executive officer of any member town so requests in writing within fifteen days of the receipt of the signed copy of the contract by the town clerk in such town. The body charged with making annual appropriations in any school district shall appropriate to the board of education whatever funds are required to implement the terms of any contract not rejected pursuant to this section. All organizations seeking to represent members of the teaching profession shall be accorded equal treatment with respect to access to teachers, principals, members of the board of education, records, mail boxes and school facilities and, in the absence of any recognition or certification as the exclusive representative as provided by section 10-153b, participation in discussions with respect to salaries, hours and other conditions of employment.

(c) If the legislative body rejects the contract pursuant to the provisions of subsection (b) of this section, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection which, for the purposes of this procedure, shall serve as the equivalent of the one hundred thirty-fifth day prior to the budget submission date, provided, if requested by either party, the parties shall mediate the contract dispute prior to the initial arbitration hearing. The parties shall meet with a mediator mutually selected by them, provided such parties shall inform the commissioner of the name of such mediator. If the parties are unable to mutually select a mediator, then the parties shall meet with the commissioner or the commissioner's agent or a mediator designated by said commissioner. Mediators shall be chosen from a panel of mediators selected by the State Board of Education or from outside such panel if mutually

## CHAPTER 166\* TEACHERS AND SUPERINTENDENTS

agreed by the parties. Such mediators shall receive a per diem fee determined on the basis of the prevailing rate for such services, and the parties shall share equally in the cost of such mediation. In any civil or criminal case, any proceeding preliminary thereto, or in any legislative or administrative proceeding, a mediator shall not disclose any confidential communication made to such mediator in the course of mediation unless the party making such communication waives such privilege. The parties shall provide such information as the commissioner may require. The commissioner may recommend a basis for settlement but such recommendations shall not be binding upon the parties.

MASTER  
AGREEMENT  
BETWEEN  
REGIONAL SCHOOL DISTRICT #19 BOARD OF EDUCATION  
AND  
E.O. SMITH HIGH SCHOOL TEACHERS' ASSOCIATION

JULY 1, 2015 - JUNE 30, 2018

64859

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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE <sup>rd</sup> 23 day of December, 2014 by and between the Regional School District No. 19 Board of Education (hereinafter referred to as the "Board") and the Edwin O. Smith High School Teachers Association (hereinafter referred to as the "Association") or by the same employee organization under any other name it might subsequently choose.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children at the Edwin O. Smith High School is their primary mutual aim and responsibility, and the character of such education depends predominantly upon the quality and morale of the professional staff, and

WHEREAS, both parties recognize the importance of responsible participation by the entire Professional Staff and the Board of Education in the educational process and growth of the Regional District, and to this end agree to maintain communication which will aid the district in reaching its goals,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I, RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for a bargaining unit including all employees of the Board of Education in positions requiring a teaching or special services certificate or a Durational Shortage Area Permit (DSAP) below the rank of vice principal, excluding temporary substitutes and other employees excluded under the provisions of the Teacher Negotiation Act, Conn. Gen. Stat. 10-153a et seq. The Association accepts such recognition and agrees to represent all teachers equally.
- B. DSAPs
  - 1. Employees holding a DSAP shall be covered by all terms and conditions of the Collective Bargaining Agreement, except as follows:
    - a. Leave Provisions, Article IV, Section G
    - b. Reduction in Force, Article III
  - 2. A DSAP holder shall not accrue seniority or length of service for any purpose in the E.O. Smith school system. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as an employee after receiving such certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.

3. The Board shall have the right to non-renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have not right to file and/or pursue a grievance under this Agreement with respect to such action.
  4. The Board reserves the right for the Superintendent to place DSAP holders on the salary schedule, grant credit for prior teaching experience or "other" experience which, in the Superintendent's judgment, will contribute to the Regional District.
- C. The terms "Staff" and "Teacher" when used hereinafter shall refer to all professional employees represented by the Association.
- D. The Board shall provide four complete and updated copies of Board Policies when available. The Association shall place one in each faculty lounge and in the Library Media Center, and shall have one file copy.
- E. The Board agrees to provide each teacher a complete text of this agreement and any successor agreement.

## ARTICLE II, TEACHING ASSIGNMENTS

- A. Teaching is recognized by both parties as a profession. Assignments of all certified employees shall be made within the following parameters:
1. Educational needs of students
  2. Certification and expertise of employee
  3. Effective use of personnel to allow for program flexibility and growth
  4. Equitable distribution of teaching assignments and other duties including, but not limited to, the supervision of study halls, corridors, cafeteria, and school grounds. In the event the Board of Education implements a block schedule or some other alternative type of schedule, the parties agree to bargain over any changes in the terms and conditions of employment and/or any impact resulting from such change.
  5. The administration shall consider the impact of class sizes, class preparation variances and the time of notification in allocating teaching and duty assignments. In the event a change in assignment occurs after July 31 and requires different preparations, the teachers shall not normally be assigned to other duties for the first semester.
  6. The responsibility of assigning teaching staff to class and duty assignments rests with the building principal. The principal shall consult with department heads and directors who, in turn, shall consult with the teachers for whom they have supervisory responsibility. Whenever it is possible to combine teacher preferences with Items 1 through 5 above, it shall be done.

7. The school administration shall inform staff of their future teaching assignments at the earliest time possible. A tentative list of teaching assignments shall be given to the teacher prior to the close of school of the preceding year. If changes from the tentative assignments are made, the teacher shall be notified immediately to facilitate necessary planning.
- B. The Board of Education will post a notice to all teachers in the school system of vacancies and new positions. In addition, the Board may place advertisements concerning such vacancies or new positions outside the school system. In deciding which candidate to select for a vacancy or new position, the Board will consider factors including, but not limited to, qualifications, training, experience, evaluations and seniority. Selection will be based on the best interest of the school system and the students.
  - C. This notice shall include an email as far in advance of filling each vacancy as possible and in no event less than fifteen (15) days before the closing deadline for the position. The notice of vacancy shall clearly state what qualifications for the position are needed, the procedure to be followed by the applicants, and the deadline for applying for the position. Where a need to fill a vacancy arises during the summer, the Association president and each staff member who specifically requests notice in writing shall receive notification of the vacancy by email as far in advance as possible.
  - D. Teachers as professionals are entrusted to exercise their best judgment and expend their best efforts in pursuing educational goals and objectives approved by the Board in the best interests of the students. Further, it is recognized by both parties that teaching is a profession that entails, in addition to conducting classes, other responsibilities including, but not limited to, planning for classes, producing and gathering teaching materials, reading and responding to students' written work, conferring with individual students, evaluating and reporting on students' performance and communicating with parents, counselors, administrators and other support services personnel.
  - E.
    1. The normal teaching load for subject area teachers shall be five class sections per semester. The normal teaching load for department heads shall be four class sections per semester.
    2. Two periods of the 32-period schedule may be assigned by the District for District initiatives or other responsibilities as described in Article II.D. and the assigned number of teacher preparations over the scheduling cycle will be a minimum of six (6).
  - F. In classes requiring additional meetings, such as laboratory or double periods, such additional meetings shall be deducted from non-teaching duty assignments. Teachers may be assigned to additional duty periods in lieu of teaching assignments, if necessary.
  - G. Teachers whose teaching assignments include four or more entirely different preparations (different subject areas, levels or grades) shall be assigned reasonable reductions in non-teaching duties.

- H. In extreme circumstances, teachers may be asked, in consultation with the department head, to accept an overload of an additional class section or additional duty. Teachers who accept additional class sections shall be assigned no extra duty periods. No reprisals shall be taken against teachers who do not agree to accept overloads.
- I. All other professional staff members covered by this agreement shall be assigned workloads and duties consistent with their specific job descriptions.
- J. The District may offer on line courses in subject areas for students who need to earn credit lost due to excessive absences or if the District does not already offer the course. In situations other than what is previously described, teachers certified in the content area can offer and/or supervise, by prior mutual agreement between the District, the Association and the teacher, on-line course that can be credited toward graduation. On line courses shall not eliminate any teaching positions nor be the basis for any teacher layoffs.
- K. Teachers will have a continuous duty-free lunch period each day of at least equal duration to the students' lunch period.
- L. Teachers and other professional staff working at the Depot Campus School shall be assigned workloads and duties consistent with their specific job descriptions. It is understood that the Depot Campus program is a non-traditional educational model.
- M. Faculty members will only be placed at the Depot Campus on a voluntary basis. A Depot Campus teacher who wishes to return to a position in the main building, may return to the department that they left, providing there is a vacancy for which they are qualified. This provision shall not entitle the staff member to automatically fill a main campus vacancy in a "new" department or position requiring a different certification.

### ARTICLE III, REDUCTION IN FORCE

#### A. General

Recognizing that it may become necessary to eliminate professional staff positions in certain circumstances, this provision is adopted to provide an orderly process for staff reduction.

#### B. Procedure

1. For the purposes of this article, the term "teacher" shall include certified employees of the Board of Education who occupy a position requiring a teaching or intermediate administrator certificate issued by the State Department of Education below the rank of Superintendent.
2. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions, without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effect the purpose of position elimination.

3. Prior to commencing action to terminate a teacher's contract under this provision, the Board will give due consideration to its ability to effectuate staff reduction through attrition. If the position of a teacher who has attained tenure is eliminated, such teacher will have the right to be placed in an available vacant position or a position held by a nontenured teacher for which such tenured teacher is certified and qualified in the judgment of the Superintendent of Schools.

4. When the Board of Education votes to eliminate a position, the Superintendent shall determine whether the necessary reduction may be effected by the nonrenewal or termination of a non-tenured teacher's contract. Identification of a non-tenured teacher for layoff shall be in the sole discretion of the Superintendent, upon approval by the Board. In the event that a reduction in force requires identification of a tenured teacher's contract for termination, such identification will be based upon the following criteria in the order listed:

- a. Higher total years of service at the E.O. Smith High School
- b. Evaluation of performance
- c. The best interests of the school system
- d. Higher total years of continuous service as a teacher or administrator under a certificate issued by a State Department of Education.
- e. Degree status
- f. Other relevant qualifications, abilities or experience

C. Nothing herein shall require the promotion of the teacher to a position of higher rank, authority, or compensation, notwithstanding the fact that the teacher whose contract is to be terminated because of elimination of position may be qualified and/or certified for the promotional position.

D. Recall Procedures

1. The name of any teacher whose contract of employment has been terminated because of position elimination shall be placed upon the recall list and shall remain on such list for a period of two (2) years.

2. Any offer of reemployment under the provisions of this policy shall be made by notification in writing by registered mail sent to the teacher's last known address and to the President of the Association. Any offer so made shall be accepted or rejected in writing within ten (10) days of written notification. If the appointment is rejected, or the teacher does not respond to the notice of appointment within ten (10) days of mailing, the name of the teacher will be removed from the recall list.
  3. Offers of reemployment of teachers whose names appear on the recall list will be in the inverse order of termination provided, however, that no teacher on the recall list will be offered reemployment to a teaching position unless he or she is certified and qualified in the judgment of the Superintendent of Schools.
  4. Any teacher who accepts an offer of reemployment under the provisions of this policy will be placed upon the salary step next succeeding that which he or she occupied at the time of contract termination.
  5. A recall list will be made available to the Association, and the Association will be notified as teachers are recalled.
- E. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in Conn. Gen. State. 10-151 as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this article can and should be submitted to the Court.

#### ARTICLE IV, LEAVE PROVISIONS

A. Sick Leave

Each teacher will receive a leave of absence for bona fide illness of up to fifteen (15) school days each year. Unused sick leave may be accumulated up to a maximum of 186 days. All teachers who have accumulated more than 186 days prior to the effective date of this agreement shall be allowed to maintain their accumulated sick days beyond the 186 day maximum contained herein. Each teacher will be notified of his/her accumulated sick leave by October 1st of each school year. No sick leave will accumulate while a teacher is on a leave of absence without pay. Sick leave payment for part-time teachers will be prorated based upon their full-time equivalent status. The Superintendent may require a doctor's certificate in cases of suspected sick leave abuse. Up to five (5) sick leave days each year may be used for illness in the immediate family (as defined in paragraph c).

Any teacher who takes an unpaid leave under the FMLA because of serious health condition must substitute any accumulated paid sick leave for unpaid FMLA leave. Any used paid sick leave which qualifies as FMLA leave will count against the twelve (12) weeks of FMLA leave to which the employee is entitled. If sick leave is used for a medical condition which is not a serious health condition under the FMLA, that leave does not count against the twelve (12) weeks of FMLA leave entitlement.

Any teacher who takes an unpaid leave under the FMLA in order to care for a spouse, child, or parent must substitute any accumulated sick leave which would be granted for an illness in the immediate family under this section. Any paid sick leave used for an illness in the immediate family which qualifies as FMLA leave will count against the twelve (12) weeks of FMLA leave to which the employee is entitled.

B. Personal Leave

The Superintendent may grant up to three (3) days annually of leave of absence with pay for personal business which cannot be conducted outside of school hours and which necessitates an absence beyond the teacher's control. Except in emergencies, requests for such leave must be made in writing and at least 48 hours in advance to the Superintendent or his/her designee. Reasons for personal leave may include:

1. Court appearance in response to a subpoena;
2. real estate closing;
3. wedding of employee or member of the immediate family;
4. graduation of teacher or member of the immediate family;
5. religious holy days (if a teacher exhausts all three personal leave days under this subsection, the Superintendent will grant one (1) additional leave day for one of the other reasons listed in the subparagraph);
6. personal business of a sensitive nature.

C. Bereavement Leave

The Superintendent will grant up to five (5) days annually of special leave with pay to enable a teacher to attend a funeral as a result of the death in the immediate family. "Immediate family" for the purpose of this article is defined as parent, grandparent, spouse, domestic partner, sibling, child, or grandchild. In cases of suspected abuse, the Superintendent may request verification of the date of death and the relationship of the deceased. Additional leave may be granted by the Superintendent in his sole discretion.

D. Childbearing Leave

Absences related to disability as a result of pregnancy, childbirth, and related conditions shall be treated as any other physical disability. Such absences shall be with pay to the extent of accrued sick leave. Leave without pay beyond any accrued sick leave shall be available for such reasonable further period of time as a female teacher is determined by a physician to be unable to perform the duties of her job because of pregnancy or conditions attendant thereto, such period normally not to exceed twelve (12) weeks. Any paid or unpaid leave under this provision shall be counted against any FMLA leave.

Teachers may continue to participate in Board group health insurance plans at the level of premium contribution required in the contract for the duration of any paid leave or FMLA unpaid leave. The Board may recover, at the level of premium contribution required in the contract, premiums it paid for maintaining group health plan coverage during any period of unpaid FMLA leave if the teacher fails to return to work after the employee's FMLA leave entitlement is expired, unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the teacher to FMLA leave, or (2) other circumstances beyond the control of the employee. A teacher whose FMLA leave has expired may continue to participate in Board group health insurance plans provided they pay all of the premium costs.

A teacher on childbearing leave shall receive credit toward placement on the salary schedule and toward accumulated seniority for the period of the childbearing leave.

E. Childrearing Leave

The Board of Education, in its discretion, may grant leave of absence without pay for childrearing purposes for a period of up to the balance of the semester in which the child was born or adopted and one additional full semester. Such leave shall be in addition to any period of childbearing leave, but shall be counted against any FMLA leave. For the purposes of this leave provision, July and August shall be considered as part of the first semester of the school year.

Teachers may continue to participate in Board group health insurance plans at the level of premium contribution as required under this contract only for the duration of FMLA leave. When FMLA leave has expired, teachers may continue to participate in Board group health insurance plans provided that they pay all of the premium costs.

A teacher on childrearing leave shall receive credit towards placement on the salary schedule and toward accumulated seniority for the period of the childrearing leave.

F. Professional Leave

1. The Board of Education, in its discretion, may grant leave with pay for activities including participation in professional meetings, conferences and conventions, or visiting other schools, when such activities are expected to result in the improvement of the quality of education in the E.O. Smith High School. Professional days for these purposes will be granted only upon approval of the school principal and Superintendent. The Board will pay reasonable expenses approved in advance for conferences, conventions and professional meetings, depending on yearly budgeted funds.
2. The Board of Education, in its discretion, may grant extended unpaid leave of absence to tenured teachers, for a semester or a full year, to allow the tenured teacher to participate in professional organizations, teaching exchanges, or teaching at other schools, when such activities are expected to result in the improvement of the quality of

education at the E.O. Smith High School. Professional leave under this section for teaching assignments at other schools will only be granted when the assignment is of a temporary nature and is not intended to result in regular employment. A teacher on approved professional leave under this provision in the contract shall receive credit toward placement on the salary schedule and toward accumulated seniority for the period of such leave. In addition, the tenured teachers may continue to participate in Board group health insurance plans during this professional leave if, and only if, the teacher pays the full cost of the insurance premiums.

G. Sabbatical Leave

1. The Board of Education in its sole discretion may grant sabbatical leaves for study, research, educational travel, examination of other schools' programs or curriculum, curriculum development, scholarly writing, or other educationally or professionally beneficial activity. Teachers will be eligible for an initial sabbatical leave at 1/2 pay for either one semester or one full school year after seven (7) consecutive full school years of active service, including service rendered prior to the regional school district's assumption of responsibility for programs at the Edwin O. Smith High School. A second or subsequent sabbatical leave may be granted after each seven (7) year period of continuous service at Edwin O. Smith High School. Teachers may continue to participate in Board group health insurance plans with payment of the premium cost as provided in Article XIII.
2. Requests for sabbatical leave must be received by the Superintendent of the Regional District in writing in such form as may be required, not later than February 1, if the leave is to commence the following September, or June 1, if the leave is to commence the following February. These deadlines may be waived at the discretion of the Superintendent/Board, when fellowships, grants, scholarships, etc. are awarded later in the year which would make such deadlines unreasonable.
3. A teacher on approved sabbatical leave shall receive credit toward placement on the salary schedule and toward accumulated seniority for the period of the sabbatical leave.
4. No benefits shall be provided to personnel on sabbatical leave beyond those stated in Article IV.G.
5. The granting of sabbatical leave shall be predicated upon available funding.
6. Teachers are obligated to a minimum of one full year of service to the school district following sabbatical leave. Failure to comply with this provision, except in the case of death of the teacher, shall obligate the teacher to refund salary received during the period of the sabbatical. In extenuating circumstances, the Board may, in its discretion, consider releasing the teacher from his/her obligations under this provision.

H. General Leave

The Board of Education in its sole discretion may consider requests for other leaves of absence with or without pay. The Board's decision on a request submitted under this provision shall be final, and not subject to the grievance arbitration provisions of this agreement. A teacher on general leave without pay will have the option of participating in all group health and benefit programs, provided that they pay all of the premiums. No other benefits shall accrue or be available during general leave. A teacher on such leave shall not receive credit toward placement on the salary schedule and shall not accrue seniority.

I. FMLA Leave

Any "eligible employee," as defined under the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq., is entitled to twelve (12) weeks unpaid leave during a twelve-month period. A twelve-month period is equivalent to one contract year, July 1 through June 30.

Teachers must comply with all notice provisions of the FMLA in order to qualify for such leave.

J. Adoption Leave

Teachers may use up to six (6) weeks of accumulated and continuous paid sick leave for the adoption of a child where there has been no previous domicile and/or association with the child. Teachers requesting such continuous paid leave shall submit written notice to the Superintendent of the anticipated commencement date of such leave and the anticipated return date.

K. Additional Paid Disability Leave

On the rare occasion when a teacher has exhausted accumulated paid leave time and has an extended period of disability which requires a continued absence, he/she or his/her appointed representative, shall be able to request additional paid leave from the Board. Said request or denial shall not be subject to the grievance procedure.

ARTICLE V, WORK DAY AND WORK YEAR

- A. The salaries provided in Appendices A-1, A-2 and A-3 are based upon a teacher employment year consisting of one hundred and eighty (180) full school sessions within the meaning of the Connecticut General Statutes, and up to six (6) additional work days to be used in the discretion of the Board of Education to provide additional instruction to students, in-service programs, professional development, curriculum work, or other educational activities in the best interest of the school system. If the Board of Education determines in its discretion to increase the work year beyond that described above, for each additional work day the Board of Education agrees to compensate teachers at the rate of a per diem, defined as 1/186th of the annual salaries provided in Appendices A-1, A-2 and A-3.

- B. Teachers employed beyond the contracted days (186) shall be paid at the per diem rate of the teacher's appropriate step on the salary schedule. (See Appendix B)
- C. As part of their professional responsibility, teachers agree to accept assignments without additional compensation which involve them with students activities of a temporary nature. Such activities include, but are not limited to chaperoning dances, field trips and similar activities and similar assignments which have not previously been considered compensatory positions or duties. A list of activities will be posted by the principal or designee at the beginning of each school year. Teachers will select an area of participation or indicate what extracurricular activity he or she wishes to participate in for that year. Whenever possible, teacher preferences shall be considered; however, the Superintendent's decision on any assignment shall be final.
- D. The teacher work day will include all assignments made by the administration from fifteen minutes before the opening of school to fifteen minutes following the close of school. In addition, teachers are expected to be available for staff and other administrative meetings for a total of not more than an additional 90 minutes per week. The administration will use its best efforts to schedule such meetings at a time contiguous with the work day.
- E. The work year of employees who work beyond 186 days shall be established after the budget is established for that contract year. The work day schedule shall be established with the approval of the Superintendent or designee, and be in writing. Teachers shall be assigned to additional work days by the Superintendent or designee within the limits established by the Board.
- F. The Board of Education, in its discretion, may lengthen the students' school day, students' school year and teacher work year. The Board agrees to negotiate with the Association over the impact of such increases.

#### ARTICLE VI, DEGREE DEFINITIONS

- A. The salary schedule listed in the appendices of this agreement shall be interpreted and applied in accordance with the following definitions:
  - 1. Bachelor: A baccalaureate degree earned at an accredited college or university;
  - 2. Master: A master's degree earned at an accredited college or university. The individual must have met the course requirements for professional educators' certificate.
  - 3. Sixth Year: A certificate of advanced graduate study or a sixth year professional diploma earned at an accredited college or university. Alternatively, teachers shall be placed on the sixth year salary schedule if they have completed thirty (30) hours of coursework beyond the master's degree in a planned program approved by the Superintendent of Schools.

NOTE: In order to qualify for the sixth year schedule, all of the course work must have been taken after the date the coursework work for the first master's degree was completed.

4. Doctorate: A doctorate degree earned at an accredited college or university. Credit for salary purposes is not retroactive.
- B. Teachers must give satisfactory evidence of any degree change to the Superintendent of Schools prior to September 1, for movement, as of September, from one degree scale to another. Teachers who give such evidence after September 1, and prior to December 31, will have a salary change as of the first pay period in February effective from the 92nd work day for teachers.
- C. The Board reserves the right for the Superintendent to place new teachers on the salary schedule, grant credit for prior teaching experience, or "other" experience which, in the Superintendent's judgment, will contribute to the Regional District. For purposes of this provision, a teacher who retires from the District and is rehired in any teaching capacity shall be considered a "new" teacher.

#### ARTICLE VII, SALARIES

- A. The Board agrees to provide for payroll deductions to the Northeast Family Federal Credit Union, the Connecticut State Employees Credit Union, Inc. and any other institutions willing to participate in such an arrangement, both presently and in the future. Each teacher hired after the signing of this Agreement shall utilize direct, electronic deposit to the financial institution of his/her choice. All current teachers may elect to use direct deposit. The Region will make every attempt to process payroll in a timely manner so that it is received by the particular financial institution on a consistent day. However, the Region shall be held harmless in the event that the financial institution fails to credit the employee's account in a timely fashion.
- B. The Board agrees to provide for payroll deductions for annuities or other retirement programs as needed.
- C. Payroll Schedule

Three payroll options are available to each teacher. Option one will be automatic unless option two or three is requested in writing by the teacher at the time of employment or by August 15, whichever is later.

1. Teachers will be paid on a twelve month basis with 26 equal payments to be issued every other Wednesday throughout the year.
2. Teachers will be paid on a ten month basis and issued 21 equal payments to be issued every other Wednesday starting with the first September pay period.

3. Teachers will be paid on a twelve month basis with 21 equal payments to be issued every other Wednesday beginning with the first September pay period, and the remaining salary to be issued in a 22nd payment on the last school day of that school year.

D. It will be the teacher's responsibility to file the forms and agreements necessary to provide for any of the insurance and benefits provided by the Board and the Board will provide the necessary forms as needed upon request.

E. Department Heads and Directors

All Department Head and Directors' positions are one year appointments. Teachers appointed to such positions and duties shall receive the following annual stipend:

2015 - 2016 - \$6,114  
2016 - 2017 - \$6,200  
2017 - 2018 - \$6,291

Department Head and Director positions may be established, eliminated or altered at the discretion of the Board of Education.

Positions currently denoted as Department Head and Directors include: Physical Education Department Head, English Department Head, Fine Arts Department Head, Math Department Head, Science Department Head, Foreign Language Department Head, Vocational Agriculture Director, Director of Vocational Education, Director of Library/Media, Director of Guidance, Social Studies Department Head.

Teachers who wish to be considered for appointment or reappointment to a position of Department Head or Director must notify the Superintendent of their interest prior to April 1. The Superintendent shall make annual recommendations to the Board for such appointments at the May Board meeting.

F. Salaries for teachers are provided in Appendices A-1, A-2 and A-3, which is attached hereto and made a part hereof. Increases in salaries take effect with the first pay period in July of each year, or whenever the teacher officially starts work.

G. Teachers will be paid longevity based upon the following schedule for completed years of service at the Edwin O. Smith High School:

At least 15 years but less than 20	\$ 750
At least 20 years but less than 25	\$ 1,000
25 years or more	\$ 1,250

Individuals hired on or after July 1, 1995 shall not be eligible for the longevity stipend provided in Section G.

- H. Long-term substitute teachers who are certified (teachers assigned to work at least forty (40) consecutive school days or more) will be compensated by being placed on the appropriate salary schedule degree lane, no higher than step 3, but at a minimum of step 1.
- I. Teachers will be issued individual annual, continuing and/or supplemental contracts on such forms as the Board shall from time to time develop.
- J. Any teacher who has National Board Certification shall be compensated at his/her appropriate step plus \$1,000 annually.
- K. Teachers who are hired to work on District Mandated Programs/Activities that are not otherwise covered in this agreement shall be paid an hourly rate based on their current salary.

Example: MS Degree Step 8 =  $\$60,707 \div 186 \text{ contract days} \div 7 \text{ hours/day} = \$46.63 \text{ per hour}$ .

- L. Teachers who are hired to work on District Optional Programs/Activities that are not otherwise covered in this agreement will be paid an hourly rate based on the salary schedule of a Step 1 Master's Degree teacher.

Example: MS Degree Step 1 =  $\$47,704 \div 186 \text{ contract days} \div 7 \text{ hours/day} = \$36.64 \text{ per hour}$ .

#### ARTICLE VIII, SUPPLEMENTAL PAY POSITIONS

- A. Extracurricular salaries and working conditions are provided in Appendices C-1, C-2 and C-3, which are attached hereto and made a part hereof.
- B. Administration shall first consider the employment of qualified E. O. Smith High School faculty members in supplemental pay positions. The superintendent shall choose the most qualified available person for any given supplemental pay position. When necessary, the Board may employ personnel who are not members of the E. O. Smith High School teaching staff. All personnel assigned to supplemental pay positions shall receive payment in accordance with the supplemental pay position compensation schedules attached hereto as Appendices C-1, C-2 and C-3, and made a part hereof.
- C. Appointments to supplemental pay positions are for one year only. Teachers wishing to be considered for reappointment shall so notify the superintendent in writing by April 1. Individuals not appointed or reappointed to these positions shall have no right to challenge these decisions (including, but not limited, access to the grievance procedure).

#### ARTICLE IX, GENERAL

- A. No written reprimand or suspension notice shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file.

copy of the material in question. If the teacher is asked to sign material placed in his or her file, such signature shall be understood to indicate his or her awareness only of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All teachers' performance and evaluation records shall be treated as confidential material consistent with state law. Paychecks shall be placed in an envelope.

- B. No teacher will be denied an increment or suspended without reasonable and just cause and without receiving a statement of the reasons in writing, and an opportunity to meet with the Superintendent or his/her designee in the presence of an Association representative.
- C. The Board shall provide for the reimbursement of up to one-half the cost of courses approved by the Superintendent taken for professional development by the teacher in subject areas deemed of value to improving the system efficiency and needed expertise in the discretion of the Superintendent, at any accredited college or university. Preference shall be given to those teachers pursuing a Master's Degree; however, reimbursement shall not exceed one-half of the rate per credit at the University of Connecticut when the course is taken. There shall be a maximum of six courses per year (two courses per semester), including summer session, for each teacher and an annual budgetary expenditure cap of \$22,000/year for the entire bargaining unit. The annual expenditure cap shall be indexed to change proportionally with the cost per in-state credit at the University of Connecticut.
- D. The Board shall reimburse teachers for car mileage that is pre-authorized and pre-approved by the Administration at the rate established by the Internal Revenue Service as of January 1, annually. When a teacher's assignment necessitates a van license to transport students, the District shall reimburse the teacher the cost of the physical examination (including co-pays) that is required by the DMV to obtain or renew the license, to the extent such examination is not covered by the health insurance described in the Agreement.

## ARTICLE X, GRIEVANCE PROCEDURE

### A. Introduction

The purpose of the grievance procedure is to secure, at the lowest possible level, expeditious resolutions of disputes and problems. Accordingly, the Board and the Association agree that during the term of this contract, all grievances as defined below shall be settled in accordance with the provisions of this grievance procedure. However, nothing herein shall be construed to prevent any individual employee from (1) informally discussing a grievance with his or her immediate superior or (2) processing a grievance in his or her own behalf under this grievance procedure, excluding arbitration.

### B. Definitions

1. A "grievance" shall mean (a) a complaint by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of a specific and explicit provision of this agreement; or (b) a complaint regarding conditions of employment provided that grievances under this subparagraph are not subject to arbitration under

this Article. Grievances based on the Preamble of this agreement shall not be subject to arbitration.

2. "Days" shall mean school days, except during the summer break when days shall mean business days, excluding Saturdays, Sundays and holidays.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. Both parties recognize that time limits may have to be flexible in the case of grievances which extend into the summer vacation period. The time limits specified may, therefore, be extended by written agreement of the parties in interest.
2. Any grievance as defined above not presented for disposition through the grievance procedure set forth here and within twenty (20) days of the time when the teacher knew or reasonably should have known of the event or occurrence giving rise to the grievance shall be deemed waived and not thereafter considered a grievance under this agreement.
3. Failure by the grievant at any level to appeal a grievance to the next level within a specified time limit shall be deemed to be acceptance of the decision rendered at that level, and such decision shall thereafter be binding upon the teacher and Association. The Board recognizes the importance of responding promptly to grievances at each level. However, failure by the Board or its agents to respond to a grievance within the time limits set forth at any step shall be deemed denial of the grievance, and shall entitle the grievant to proceed immediately to the next step.
4. The written statement of the grievance shall include a statement of facts, the contract provision claimed violated or working condition giving rise to the complaint, and the remedy requested.

D. Informal Procedure

If a teacher feels that he or she may have a grievance, he or she may first discuss the matter with the principal or other appropriate administrator in an effort to resolve the problem informally. The teacher shall have the right to request that a member of the Association be present during such meeting.

E. Formal Procedure

1. Level One - School Principal

If a teacher is not satisfied with the outcome of the informal procedure, he or she must submit a written statement of his or her grievance to the principal or immediate superior within the time limit set forth in Paragraph C.2 above. The principal or immediate superior shall, within five (5) days after receipt of the written grievance, render his or

her decision and the reasons therefor in writing to the teacher with a copy to the Association.

2. Level Two - Superintendent of Schools

- a. If a teacher is not satisfied with the disposition of his or her grievance at Level One, he or she may, within five (5) days after the decision, or within ten (10) days after his or her formal presentation at Level One, submit his or her written grievance to the Superintendent or his or her designee. No change shall be made in the subject matter of the original grievance, with the understanding that procedural issues may be raised at any level.
- b. The Superintendent or his or her designee shall, within ten (10) days after receipt of the grievance meet with the teacher for the purpose of resolving the grievance, and hearing relevant testimony. The Superintendent or his or her designee shall, within ten (10) days after such meeting, render his or her decision and the reasons therefor in writing to the teacher, with a copy to the Association.

3. Level Three - Board of Education

- a. In the event that a grievance is not resolved at Level Two, the teacher may, within five (5) days after the decision, or within fifteen (15) days after the meeting with the Superintendent, submit the grievance to the Board of Education. No change in the subject matter of the original grievance shall be made, except that procedural issues may be raised at any level.
- b. The Board of Education or its designated committee shall meet with the teacher for the purpose of hearing the grievance not later than fifteen (15) days after receipt of the grievance.
- c. The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons therefor in writing to the teacher, with a copy to the Association.

4. Level Four - Arbitration

- a. In the event a grievance is not resolved at Level Three, the teacher may, within five (5) days after the decision, request in writing to the President of the Association that his or her grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board of Education in writing, and by filing a request for arbitration under the Voluntary Labor Arbitration Rule of the American Arbitration Association, which shall act as the administrator of the proceedings and conduct them in accordance with its administrative procedures, practices and rules. In no event shall submission to the American Arbitration Association be made later than ten (10) days following

the decision of the Board of Education or expiration of the time limit for making such decision, whichever occurs first.

- c. No employee may file for arbitration as an individual and only the Association may file an appeal for arbitration hereunder.
- d. The arbitrator shall have authority only to hear grievances as defined in Paragraph B.I. (a) of this article. The arbitrator selected shall hear and decide only one grievance in each case. He or she shall be bound by and must comply with all other terms of this agreement. He or she shall not have the power to add to, delete from, or modify in any way any of the provisions from this agreement. The provisions of Article XI (Board Prerogatives), and any dispute concerning the length of the work day or work year shall not be subject to arbitration.
- e. The arbitrator shall render his or her findings of fact, reasoning and conclusions on the issues submitted, and the decision of the arbitrator shall be binding upon the parties. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.
- f. No disposition of any grievance at any level shall be contrary to the provisions of this agreement or applicable law.

F. Rights of Teachers to Representation

- 1. Any grievant may be represented at any level of the procedure by another teacher of his or her own choosing. When a teacher is not represented by the Association, the Association will promptly be notified and have the right to be present and to state its views at all stages of the procedure. The Association agrees to represent all teachers equally without regard to membership or participation in or association with, the activities of the Association or any other employee organization.
- 2. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure. The Board may, if it so desires, also call upon professional assistance.

G. Miscellaneous

- 1. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and the Superintendent and made available through the Association so as to facilitate the operation of grievance procedure.
- 3. No reprisals shall be taken by either party or any member of the administration against any participant in the grievance procedure by reason of such participation.

4. Meetings shall be conducted at mutually agreed upon times and places which shall afford reasonable opportunities for involved persons to attend.
5. If the grievance occurs as the result of an action by other than the teacher's immediate superior or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs.

#### ARTICLE XI, BOARD PREROGATIVES

Except as specifically abridged or modified by the language of this agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Region in all its aspects, including but not limited to the following: to employ, assign and transfer teachers, those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to create and eliminate positions; to suspend or to dismiss the employees of the schools in the manner provided by statutes; to prepare and submit budgets to the regional district and in its sole discretion, to expend monies appropriated by the district; to make such transfers of funds within the appropriated budget as it shall deem desirable; to establish or continue policies, practices, and procedures for the conduct of school business and from time to time, to change or abolish such policies, practices and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform the school's operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

#### ARTICLE XII, INSURANCE BENEFITS

- A. Each full-time bargaining unit member and eligible dependents may enroll in either of the following health insurance plans or their equivalent, with the premium payments provided in subparagraph B below. A full-time teacher, for purposes of this contract, shall mean a teacher who teaches at least three full-time courses. Full-time, for bargaining unit members who are not in "teaching positions," shall mean a bargaining unit member who works at least one-half of the school day. For the purposes of this contract an eligible dependent child shall be defined in accordance with applicable law. Any teacher not covered by the insurance benefits under this agreement may elect to purchase such insurance coverage by paying the full insurance premiums, including the life insurance premium.

The Board reserves the right to change insurance carriers, provided that benefits are equivalent or better. The Board will meet and confer with the E.O. Smith High School Teacher Association regarding any contemplated changes in order to effect the best possible communication and planning.

A period of open enrollment shall be scheduled for health plan insurance selection prior to January 1<sup>st</sup> each year. Employees will be given the option to change plans at this time.

1. Century Preferred Plan (PPO) administered by Anthem Blue Cross and Blue Shield of Connecticut as described in greater detail in Appendix E.

Effective July 1, 2015 through December 31, 2015:

In-Network Services:

Office visit co-pay	\$25 per visit
Emergency Room visit	\$75 per visit
Home and office maximum	unlimited
Mental Health Parity	
In patient surgical/hospital	\$300
Outpatient surgery	\$150
Urgent Care	\$50

Prescription Drugs – Generic \$10; Formulary \$20; Non-Formulary \$30  
(\$3,000 maximum per calendar year), including oral contraceptives, at one times  
the co-pay for mail order.)

Out-of-Network Services:

Deductible - \$200/\$400/\$500  
Coinsurance - \$80% to \$1000/\$2000/\$2500

Effective January 1, 2016, the PPO Plan shall no longer be available.

2. Anthem Blue Cross and Blue Shield of Connecticut Health Maintenance Organization Plan, with oral contraceptives, mental health parity, and same sex domestic partner coverage, as well as other coverage described in the plan booklet and in Appendix E.

Effective July 1, 2015 through December 31, 2015:

In-Network Services:

Primary care office visits	\$20 per visit
Specialist consultations	\$20 per visit
Emergency Room	\$75 per visit
Urgent Care	\$50
Outpatient surgery	\$100

Prescription Drugs – Generic \$10; Formulary \$20; Non-Formulary \$30, at one times the  
co-pay for mail order (unlimited maximum per calendar year)

Effective January 1, 2016, the HMO Plan shall no longer be available.

3. Anthem Blue Cross and Blue Shield of Connecticut Dental Plan as described in Appendix E.

B. Monthly premium payments shall be allocated as follows:

1. Anthem Blue Cross and Blue Shield Preferred Provider Organization (PPO):

	<u>Board Payment</u>	<u>Teacher Payment</u>
Effective July 1, 2015:	79%	21%

2. Anthem Blue Cross and Blue Shield Health Maintenance Organization (HMO) Health Plan:

	<u>Board Payment</u>	<u>Teacher Payment</u>
Effective July 1, 2015:	84%	16%

- C. Effective January 1, 2016, the only insurance offering will be a Consumer Driven Health Plan (CDHP) with a Health Savings Account (HSA) with annual deductibles of \$2,000 for single coverage and \$4,000 for two or more person family coverage.

In January 2016, the Board shall contribute to the employee's HSA account an amount equal to 55% of the deductible amount on the first payday of the month.

In January 2017, the Board shall contribute to the employee's HSA account an amount equal to 50% of the deductible amount in equal amounts on a biannual basis.

In January 2018, the Board shall contribute to the employee's HSA account an amount equal to 50% of the deductible amount in equal amounts on a biannual basis.

The parties acknowledge that the Board's contribution toward the funding of the HSA is not an element of the underlying plan, but rather relates to the manner in which the deductible shall be funded for actively employed administrators. The Board shall have no obligation to fund any portion of the plan for retirees or other individuals upon their separation from employment. The Board will be responsible for choosing the bank for opening the HSA, and for any bank fees associated with opening the HSA account. The Board will make provisions for a before tax direct deposit payroll deduction for employees who choose to use this feature.

As of January 1, 2018, after meeting the annual deductible, there shall be an Rx co-pay of \$0 for generic drugs, \$15 for listed brand name drugs and \$30 for non-listed brand name drugs. The annual maximum shall be \$1,000 for single and \$2,000 for two-person family coverage.

An HRA shall be made available for any employee who is precluded from participating in the HSA because the individual receives Medicare and/or veterans' benefits and the annual maximum reimbursement by the Board of Education shall not exceed the Board's annual deductible contribution for those in the HSA.

1. Consumer Driven Health Plan Premium Contribution:

	<u>Board Payment</u>	<u>Teacher Payment</u>
Effective January 1, 2016	82%	18%
Effective July 1, 2016	81%	19%
Effective July 1, 2017	80%	20%

The above identified percentages are applicable to all three categories of insurance coverage (individual, employee plus dependent, and family).

The Board will notify the Association of any premium increases on an annual basis by September 1.

All teachers shall be allowed to purchase additional life insurance through the Board's carrier, at no cost to the Board of Education and upon carrier approval.

The Board shall implement and maintain a Section 125 pretax salary deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the teachers' share of health insurance premiums, allowable medical expenses, and dependent care pursuant to IRS regulations for those teachers who complete and sign the appropriate salary deduction form as provided by the Board. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change of law reduces or eliminates the tax exempt status of the teacher insurance premium contributions. Neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board, or any of its members or agents for taxes, penalties, interest, or other costs or loss arising from the use of the salary deduction form, or from any change in law that may reduce or eliminate the teacher tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

- C. The Board will provide a general liability insurance policy to indemnify employees for errors and omissions in the course of their employment.
- D. The Board shall provide, without cost, for each full time Association member a term life insurance policy equal to no less than either one (1) times salary or \$50,000.

- E. The Board agrees to offer each teacher the option of participating in an Income Protection Plan commencing on day one hundred eighty (180) of continuous disability, consisting of a benefit of 66 2/3% of the teacher's salary, \$7,000 monthly maximum. The cost of participation shall be borne by the individual teacher.
- F. Retiring or retired teachers may elect to continue health insurance benefits provided by the Board of Education. Retired teachers will pay to the Board the cost of insurance on a monthly basis, as per the group rate and according to state or federal laws.
- G. All members of the Association shall be eligible for the "flexible benefits program" until January 1, 2016 when the Consumer Driven Health Plan with a Health Savings Account becomes the sole plan offered by the Board.
- H. The insurance plans described in this article shall be subject to and governed by the Century Preferred Plan (PPO) administered by Anthem Blue Cross and Blue Shield of Connecticut and the Health Maintenance Organization (HMO) Plan administered by Anthem Blue Cross and Blue Shield of Connecticut until January 1, 2016. Thereafter, the only insurance plan offered shall be a Consumer Driven Health Plan (CDHP) with a Health Savings Account (HSA) administered by Anthem Blue Cross and Blue Shield of Connecticut. Copies of the managed benefits plan descriptions are available in the Superintendent's office. The summary plan descriptions shall prevail in the event of any discrepancies between those summary plan descriptions and the benefits described in the Appendix.

#### ARTICLE XIII, ASSOCIATION RIGHTS

- A. The Association may with prior approval use school facilities at reasonable times and without cost upon reasonable prior notice to the school principal and may hold meetings at appropriate times and places as long as such meetings do not interfere with any school responsibilities or functions.
- B. All teachers at E.O. Smith, as a condition of continued employment, shall within (60) sixty days of the commencement of the school year elect one of the following plans:
  - 1. Pay in cash to the Association the membership dues and assessments of the local Association, the Connecticut Education Association, and the National Education Association.
  - 2. Sign and deliver to the Board (through the Association) an assignment authorizing payroll deduction for membership dues and assessments of the local Association, the Connecticut Education Association, and the National Education Association, and such authorization shall remain in effect from year to year, unless revoked in writing for the purpose of choosing one of the other options.
  - 3. Pay to the Association, by either of the above methods, an agency fee in lieu of membership dues not to exceed the cost of collective bargaining, contract administration and grievance adjustment. The Association will provide information

regarding the calculation of the fee and a procedure for resolving fee disputes, in accordance with the law. The Association shall indemnify and hold the Board harmless for any costs, claims, demands, suits and liabilities including attorneys' fees arising out of or relating to the provisions of this Article whether arising from legal, judicial, administrative, settlement or other proceedings.

- C. The President of the Association will be released from extra duty assignments outside the assigned teaching periods and will use such release time to attend meetings with members of the Administration and to perform other representation functions.
- D. The Board shall provide minutes of previous meetings and agendas of future meetings to the president of the Association as soon as they are available.
- E. The Board continues to honor agreements reached with the teaching staff of E.O. Smith School who were employees of the State of Connecticut prior to the formation of Region #19, unless such agreements are expressly modified, revised or amended herein.

#### ARTICLE XIV, TEAM MENTOR COMPENSATION

During the year(s) in which a mentor is assigned a mentee, he/she shall be paid a local stipend of \$500.00 per state grant or per Board's general account if the grant is withdrawn.

#### ARTICLE XV, DURATION

- A. This Agreement shall take effect July 1, 2015 and shall remain in full force and effect up to and including June 30, 2018.
- B. If any provision of this contract is determined to be contrary to law, such provision shall be severed from this agreement, and shall not be performed or enforced. However, such finding will have no effect on the remaining portion or portions of this agreement, and both parties agree to meet and bargain such new language as is necessary to comply with legal restrictions.
- C. This contract contains the full and complete agreement between the Board and the Association on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this agreement. All prior practices, agreements, and understandings are void and of no force and effect unless specifically incorporated herein.
- D. This agreement shall not be altered, amended, or changed except in writing, in a document signed by both the Association and the Board, which amendment shall be appended to and become a part of this agreement. However, it is recognized that neither party has any obligation to negotiate such an amendment or modification during the life of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 23 day of December, 2014.

REGIONAL SCHOOL DISTRICT NO. 19  
BOARD OF EDUCATION

E.O. SMITH HIGH SCHOOL  
TEACHER ASSOCIATION

By James R. Mark, Chairman

By [Signature]

Health Plan Summary Documentation to be inserted here when available:

AS  
BOSHSTA

12/23/14  
Date

By: [Signature]  
Regional #19 BoE

12/28/2014  
Date

APPENDIX A-1

SALARY SCHEDULE 2015-2016  
Represents Step Increment and a General Wage Increase of 1.00%

	BS	MS	6 <sup>th</sup> Yr.	PHD
Step				
1	46,000	48,904	51,808	54,711
2	47,961	50,867	53,769	56,673
3	49,856	52,760	55,663	58,568
4	51,750	54,654	57,559	60,463
5	53,646	56,551	59,454	62,357
6	55,540	58,445	61,347	64,251
7	57,435	60,338	63,244	66,147
8	59,330	62,234	65,138	68,042
9	61,224	64,129	67,032	69,935
10	63,119	66,024	68,927	71,832
11	65,015	67,918	70,822	73,726
12	66,909	69,813	72,717	75,622
13	68,796	71,700	74,606	77,508
14	...	75,330	78,236	81,139
15	...	82,384	85,287	88,192

APPENDIX A-2

SALARY SCHEDULE 2016-2017  
Represents Step Increment plus 1.41% GWI

	BS	MS	6 <sup>th</sup> Yr.	PHD
Step				
1	46,649	49,594	52,538	55,482
2	48,637	51,584	54,528	57,472
3	50,559	53,504	56,448	59,394
4	52,480	55,425	58,370	61,315
5	54,403	57,348	60,292	63,237
6	56,323	59,269	62,212	65,157
7	58,244	61,189	64,136	67,080
8	60,167	63,112	66,056	69,001
9	62,087	65,033	67,977	70,922
10	64,009	66,955	69,899	72,845
11	65,931	68,876	71,821	74,765
12	67,853	70,798	73,742	76,688
13	69,766	72,711	75,658	78,601
14	...	76,392	79,339	82,283
15	...	83,545	86,490	89,436

APPENDIX A-3

SALARY SCHEDULE 2017-2018  
Represents Step Increment plus 1.46% GWI

	BS	MS	6 <sup>th</sup> Yr.	PHD
Step				
1	47,330	50,318	53,306	56,292
2	49,347	52,337	55,324	58,311
3	51,297	54,285	57,272	60,261
4	53,246	56,234	59,223	62,210
5	55,197	58,186	61,172	64,160
6	57,145	60,134	63,121	66,108
7	59,095	62,083	65,072	68,059
8	61,045	64,033	67,021	70,008
9	62,994	65,983	68,969	71,957
10	64,943	67,932	70,920	73,909
11	66,894	69,882	72,869	75,857
12	68,844	71,831	74,819	77,808
13	70,785	73,772	76,762	79,749
14	...	77,507	80,497	83,485
15	...	84,765	87,753	90,741

APPENDIX B

ADDED DAYS COMPENSATION

1. Teachers assigned to work beyond the scheduled 186 day school year shall be compensated at the per diem rate of their step on the salary schedule.
2. Teachers shall be assigned to additional work days by the Superintendent within the limitations established by the Board of Education.
3. Faculty may be assigned additional compensated work days at the discretion of the Board.

APPENDIX C-3

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2015-2016

1. Teachers shall be appointed to coaching and advisory duties by the superintendent, upon recommendation of the school administrators and the director of athletics.
2. Appointments to coaching and supervisory duties shall be for one year.
3. The following stipends, based on the number of years experience in Region 19, shall be paid annually during 2015-2016 school year.
4. The Board of Education may establish new positions upon recommendation of the superintendent.
5. Application to the Board of Education for recognition of new stipend positions shall be in accordance with Board of Education policy, "School Sponsored Clubs, Athletic Teams, and Activities."

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Baseball, Varsity	3,915	4,399	4,884
Baseball, Junior Varsity	2,385	2,869	3,354
Baseball, Freshman	1,753	2,239	2,724
Basketball Varsity, Boys	5,074	5,563	6,048
Basketball Junior Varsity Boys	3,184	3,667	4,153
Basketball, Freshman Boys	2,449	2,934	3,423
Basketball, Varsity Girls	5,074	5,563	6,048
Basketball, Junior Varsity Girls	3,184	3,667	4,153
Basketball, Freshman Girls	2,449	2,934	3,423
Cheerleading (winter)	3,184	3,667	4,153
Cheerleading (fall)	3,502	3,986	4,472
Crew, Varsity	3,915	4,399	4,884
Crew, Junior Varsity (2)	2,385	2,869	3,354
Crew, Novice	2,385	2,869	3,354
Cross Country, Boys	2,906	3,392	3,875
Cross Country, Assistant Boys	2,331	2,816	3,301
Cross Country, Girls	2,906	3,392	3,875
Cross Country, Assistant Girls	2,331	2,816	3,301
Diving (winter season)	3,396	3,880	4,367
Diving (fall season)	2,278	2,763	3,248
Field Hockey, Varsity	3,187	3,672	4,159
Field Hockey, Junior Varsity (2)	2,170	2,655	3,141
Football Head	4,910	5,412	5,911
Football Assistant (5)	3,502	3,986	4,472
Golf	2,695	3,180	3,663
Golf, JV	1,641	2,126	2,612
Ice Hockey	4,878	5,364	5,849
Ice Hockey, Assistant	3,184	3,667	4,153
Indoor Track (3)	4,808	5,296	5,778

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Soccer, Varsity Boys	3,604	4,088	4,575
Soccer, Junior Varsity Boys	2,172	2,655	3,141
Soccer, Freshman Boys	1,616	2,101	2,589
Soccer, Varsity Girls	3,604	4,088	4,575
Soccer, Junior Varsity Girls	2,172	2,655	3,141
Soccer, Freshman Girls	1,616	2,101	2,589
Softball, Varsity	3,915	4,399	4,884
Softball, Junior Varsity	2,385	2,869	3,354
Softball, Freshman	1,753	2,239	2,724
Swimming (winter season)	4,808	5,296	5,778
Swimming (fall season)	3,330	3,812	4,299
Tennis, Boys	3,046	3,532	4,018
Tennis, Girls	3,046	3,532	4,018
Track, Boys	3,835	4,322	4,807
Track, Assistant Boys (2)	2,331	2,816	3,301
Track, Girls	3,835	4,322	4,807
Track, Assistant Girls (2)	2,331	2,816	3,301
Unified Sports, Basketball	1,270	1,756	2,241
Volleyball, Varsity Girls	3,604	4,088	4,575
Volleyball, Junior Varsity Girls	2,172	2,655	3,141
Volleyball, Freshman Girls	1,616	2,072	2,589
Volleyball, Varsity Boys	3,604	4,088	4,575
Wrestling	4,878	5,364	5,849
Wrestling Assistant	3,184	3,667	4,153

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2015-2016

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Academic Quiz Bowl	1,018	1,487	1,960
Amnesty Free/Tibet (2)	1,018	1,487	1,960
Art Club	1,018	1,487	1,960
Best Buddies (2)	1,018	1,487	1,960
Book Club (2)	1,018	1,487	1,960
Chamber Music	1,645	2,115	2,586
Class Advisors:			
Freshmen (2)	1,645	2,115	2,586
Sophomore (2)	1,645	2,115	2,586
Junior (2)	1,645	2,115	2,586
Senior (2)	1,645	2,115	2,586
Dance Team	1,018	1,487	1,960
DECA	2,271	2,742	3,210
Drama Club Assistant	1,645	2,115	2,586
Drama Club Head	2,271	2,742	3,210
Drama Club Sets	1,018	1,487	1,960
Drum Line	1,018	1,487	1,960
Environmental Club	1,018	1,487	1,960
Gay Straight Alliance (2)	1,018	1,487	1,960
International Association (2)	1,018	1,487	1,960
Intramurals	2,271	2,742	3,210
Jazz Band	1,645	2,115	2,586
Leo Club	1,018	1,487	1,960
Math Club (2)	1,018	1,487	1,960
Men's Choir	1,645	2,115	2,586
National Honor Society	1,645	2,115	2,586
Newspaper (Oracle)	1,645	2,115	2,586
Peer Natural Helper Advisors (2)	1,018	1,487	1,960
Science Club	1,018	1,487	1,960
Scuba Diving Club	1,018	1,487	1,960
Ski Club	1,645	2,115	2,586
Student Council (2)	1,018	1,487	2,586
Students for International Socialism	1,018	1,487	1,960
Technology Student Assoc. (2)	1,018	1,487	1,960
United Theatre (2)	1,018	1,487	1,960
Virtu	1,018	1,487	1,960
Women's Choir	1,645	2,115	2,586
World Language Honor Society (2)	1,018	1,487	1,960
Yearbook (2)	2,271	2,742	3,210
Youth Symphony	1,645	2,115	2,586

Stipend Positions

Professional Development Chairs (2)	1,018
Band Director	4,585
Choral Director	4,585
Curriculum Coordinator	1,742
Orchestra Director	4,585
Senior Project Directors (2)	1,921
Technology Coach (10)	1,433

The Association President and the Superintendent may mutually agree to revise the stipends provided above during the term of the Agreement.

If the Association President and the Superintendent do not agree upon proposed revisions, the status quo shall continue and any dispute shall not be grievable.

APPENDIX C-3

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2016-2017

1. Teachers shall be appointed to coaching and advisory duties by the superintendent, upon recommendation of the school administrators and the director of athletics.
2. Appointments to coaching and supervisory duties shall be for one year.
3. The following stipends, based on the number of years experience in Region 19, shall be paid annually during 2016-2017 school year.
4. The Board of Education may establish new positions upon recommendation of the superintendent.
5. Application to the Board of Education for recognition of new stipend positions shall be in accordance with Board of Education policy, "School Sponsored Clubs, Athletic Teams, and Activities."

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Baseball, Varsity	3,970	4461	4,953
Baseball, Junior Varsity	2,418	2910	3,402
Baseball, Freshman	1,778	2271	2,762
Basketball Varsity, Boys	5,146	5642	6,133
Basketball Junior Varsity Boys	3,228	3719	4,212
Basketball, Freshman Boys	2,484	2975	3,471
Basketball, Varsity Girls	5,146	5642	6,133
Basketball, Junior Varsity Girls	3,228	3719	4,212
Basketball, Freshman Girls	2,484	2975	3,471
Cheerleading (winter)	3,228	3719	4,212
Cheerleading (fall)	3,551	4043	4,535
Crew, Varsity	3,970	4461	4,953
Crew, Junior Varsity (2)	2,418	2910	3,402
Crew, Novice	2,418	2910	3,402
Cross Country, Boys	2,947	3439	3,930
Cross Country, Assistant Boys	2,364	2856	3,347
Cross Country, Girls	2,947	3439	3,930
Cross Country, Assistant Girls	2,364	2856	3,347
Diving (winter season)	3,443	3935	4,429
Diving (fall season)	2,310	2802	3,294
Field Hockey, Varsity	3,231	3724	4,218
Field Hockey, Junior Varsity (2)	2,201	2693	3,185
Football Head	4,979	5488	5,994
Football Assistant (5)	3,551	4043	4,535
Golf	2,733	3225	3,715
Golf, JV	1,664	2156	2,649
Ice Hockey	4,947	5440	5,931
Ice Hockey, Assistant	3,228	3719	4,212
Indoor Track (3)	4,875	5371	5,860

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Soccer, Varsity Boys	3,654	4146	4,640
Soccer, Junior Varsity Boys	2,202	2693	3,185
Soccer, Freshman Boys	1,639	2130	2,625
Soccer, Varsity Girls	3,654	4146	4,640
Soccer, Junior Varsity Girls	2,202	2693	3,185
Soccer, Freshman Girls	1,639	2130	2,625
Softball, Varsity	3,970	4461	4,953
Softball, Junior Varsity	2,418	2910	3,402
Softball, Freshman	1,778	2271	2,762
Swimming (winter season)	4,875	5371	5,860
Swimming (fall season)	3,377	3865	4,359
Tennis, Boys	3,089	3582	4,074
Tennis, Girls	3,089	3582	4,074
Track, Boys	3,889	4383	4,874
Track, Assistant Boys (2)	2,364	2856	3,347
Track, Girls	3,889	4383	4,874
Track, Assistant Girls (2)	2,364	2856	3,347
Unified Sports, Basketball	1,287	1781	2,273
Volleyball, Varsity Girls	3,654	4146	4,640
Volleyball, Junior Varsity Girls	2,202	2693	3,185
Volleyball, Freshman Girls	1,639	2101	2,625
Volleyball, Varsity Boys	3,654	4146	4,640
Wrestling	4,947	5440	5,931
Wrestling Assistant	3,228	3719	4,212

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2016-2017

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Academic Quiz Bowl	1,032	1508	1,988
Amnesty Free/Tibet (2)	1,032	1508	1,988
Art Club	1,032	1508	1,988
Best Buddies (2)	1,032	1508	1,988
Book Club (2)	1,032	1508	1,988
Chamber Music	1,668	2145	2,622
Class Advisors:			
Freshmen (2)	1,668	2145	2,622
Sophomore (2)	1,668	2145	2,622
Junior (2)	1,668	2145	2,622
Senior (2)	1,668	2145	2,622
Dance Team	1,032	1508	1,988
DECA	2,304	2781	3,255
Drama Club Assistant	1,668	2145	2,622
Drama Club Head	2,304	2781	3,255
Drama Club Sets	1,032	1508	1,988
Drum Line	1,032	1508	1,988
Environmental Club	1,032	1508	1,988
Gay Straight Alliance (2)	1,032	1508	1,988
International Association (2)	1,032	2781	1,988
Intramurals	2,304	2145	3,255
Jazz Band	1,668	1508	2,622
Leo Club	1,032	1508	1,988
Math Club (2)	1,032	2145	1,988
Men's Choir	1,668	2145	2,622
National Honor Society	1,668	2145	2,622
Newspaper (Oracle)	1,668	1508	2,622
Peer Natural Helper Advisors (2)	1,032	1508	1,988
Science Club	1,032	1508	1,988
Scuba Diving Club	1,032	2145	1,988
Ski Club	1,668	1508	2,622
Student Council (2)	1,032	1508	2,622
Students for International Socialism	1,032	1508	1,988
Technology Student Assoc. (2)	1,032	1508	1,988
United Theatre (2)	1,032	2145	1,988
Virtu	1,032	1508	1,988
Women's Choir	1,668	2781	2,622
World Language Honor Society (2)	1,032	2145	1,988
Yearbook (2)	2,304	2145	3,255
Youth Symphony	1,668	2145	2,622

Stipend Positions

Professional Development Chairs (2)	1,032
Band Director	4,650
Choral Director	4,650
Curriculum Coordinator	1,767
Orchestra Director	4,650
Senior Project Directors (2)	1,948
Technology Coach (10)	1,453

The Association President and the Superintendent may mutually agree to revise the stipends provided above during the term of the Agreement.

If the Association President and the Superintendent do not agree upon proposed revisions, the status quo shall continue and any dispute shall not be grievable.

APPENDIX C-3

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2017-2018

1. Teachers shall be appointed to coaching and advisory duties by the superintendent, upon recommendation of the school administrators and the director of athletics.
2. Appointments to coaching and supervisory duties shall be for one year.
3. The following stipends, based on the number of years experience in Region 19, shall be paid annually during 2017-2018 school year.
4. The Board of Education may establish new positions upon recommendation of the superintendent.
5. Application to the Board of Education for recognition of new stipend positions shall be in accordance with Board of Education policy, "School Sponsored Clubs, Athletic Teams, and Activities."

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Baseball, Varsity	4,028	4526	5,026
Baseball, Junior Varsity	2,454	2952	3,451
Baseball, Freshman	1,804	2304	2,803
Basketball Varsity, Boys	5,221	5724	6,223
Basketball Junior Varsity Boys	3,276	3773	4,273
Basketball, Freshman Boys	2,520	3019	3,522
Basketball, Varsity Girls	5,221	5724	6,223
Basketball, Junior Varsity Girls	3,276	3773	4,273
Basketball, Freshman Girls	2,520	3019	3,522
Cheerleading (winter)	3,276	3773	4,273
Cheerleading (fall)	3,603	4102	4,602
Crew, Varsity	4,028	4526	5,026
Crew, Junior Varsity (2)	2,454	2952	3,451
Crew, Novice	2,454	2952	3,451
Cross Country, Boys	2,990	3490	3,987
Cross Country, Assistant Boys	2,398	2897	3,396
Cross Country, Girls	2,990	3490	3,987
Cross Country, Assistant Girls	2,398	2897	3,396
Diving (winter season)	3,494	3993	4,493
Diving (fall season)	2,343	2843	3,342
Field Hockey, Varsity	3,279	3779	4,279
Field Hockey, Junior Varsity (2)	2,233	2732	3,232
Football Head	5,052	5568	6,081
Football Assistant (5)	3,603	4102	4,602
Golf	2,773	3272	3,769
Golf, JV	1,689	2188	2,687
Ice Hockey	5,019	5519	6,018
Ice Hockey, Assistant	3,276	3773	4,273

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Indoor Track (3)	4,947	5450	5,945
Soccer, Varsity Boys	3,708	4207	4,708
Soccer, Junior Varsity Boys	2,234	2732	3,232
Soccer, Freshman Boys	1,663	2162	2,663
Soccer, Varsity Girls	3,708	4207	4,708
Soccer, Junior Varsity Girls	2,234	2732	3,232
Soccer, Freshman Girls	1,663	2162	2,663
Softball, Varsity	4,028	4526	5,026
Softball, Junior Varsity	2,454	2952	3,451
Softball, Freshman	1,804	2304	2,803
Swimming (winter season)	4,947	5450	5,945
Swimming (fall season)	3,426	3922	4,423
Tennis, Boys	3,134	3634	4,134
Tennis, Girls	3,134	3634	4,134
Track, Boys	3,946	4447	4,946
Track, Assistant Boys (2)	2,398	2897	3,396
Track, Girls	3,946	4447	4,946
Track, Assistant Girls (2)	2,398	2897	3,396
Unified Sports, Basketball	1,306	1807	2,306
Volleyball, Varsity Girls	3,708	4207	4,708
Volleyball, Junior Varsity Girls	2,234	2732	3,232
Volleyball, Freshman Girls	1,663	2131	2,663
Volleyball, Varsity Boys	3,708	4207	4,708
Wrestling	5,019	5519	6,018
Wrestling Assistant	3,276	3773	4,273

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2017-2018

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Academic Quiz Bowl	1,048	1530	2,017
Amnesty Free/Tibet (2)	1,048	1530	2,017
Art Club	1,048	1530	2,017
Best Buddies (2)	1,048	1530	2,017
Book Club (2)	1,048	1530	2,017
Chamber Music	1,693	2176	2,660
Class Advisors:			
Freshmen (2)	1,693	2176	2,660
Sophomore (2)	1,693	2176	2,660
Junior (2)	1,693	2176	2,660
Senior (2)	1,693	2176	2,660
Dance Team	1,048	1530	2,017
DECA	2,337	2821	3,303
Drama Club Assistant	1,693	2176	2,660
Drama Club Head	2,337	2821	3,303
Drama Club Sets	1,048	1530	2,017
Drum Line	1,048	1530	2,017
Environmental Club	1,048	1530	2,017
Gay Straight Alliance (2)	1,048	1530	2,017
International Association (2)	1,048	2821	2,017
Intramurals	2,337	2176	3,303
Jazz Band	1,693	1530	2,660
Leo Club	1,048	1530	2,017
Math Club (2)	1,048	2176	2,017
Men's Choir	1,693	2176	2,660
National Honor Society	1,693	2176	2,660
Newspaper (Oracle)	1,693	1530	2,660
Peer Natural Helper Advisors (2)	1,048	1530	2,017
Science Club	1,048	1530	2,017
Scuba Diving Club	1,048	2176	2,017
Ski Club	1,693	1530	2,660
Student Council (2)	1,048	1530	2,660
Students for International Socialism	1,048	1530	2,017
Technology Student Assoc. (2)	1,048	1530	2,017
United Theatre (2)	1,048	2176	2,017
Virtu	1,048	1530	2,017
Women's Choir	1,693	2821	2,660
World Language Honor Society (2)	1,048	2176	2,017
Yearbook (2)	2,337	2176	3,303
Youth Symphony	1,693	2176	2,660

Stipend Positions

Professional Development Chairs (2)	1,048
Band Director	4,718
Choral Director	4,718
Curriculum Coordinator	1,793
Orchestra Director	4,718
Senior Project Directors (2)	1,977
Technology Coach (10)	1,475

The Association President and the Superintendent may mutually agree to revise the stipends provided above during the term of the Agreement.

If the Association President and the Superintendent do not agree upon proposed revisions, the status quo shall continue and any dispute shall not be grievable.

APPENDIX D

SIDE AGREEMENT

CANARX SERVICES INC. PRESCRIPTION MAIL ORDER

The parties agree that if the Town of Mansfield establishes a mail order prescription drug program with CanaRX or another Canadian firm, such plan will be made available on a voluntary basis to the bargaining unit members of the E.O. Smith High School Teachers' Association. The terms and conditions of such mail order prescription drug program shall be determined by the Town of Mansfield. If the Town of Mansfield eliminates the Canadian prescription drug mail order program, Regional School District #19 Board of Education will not be obligated to either continue the Canadian prescription drug program or to provide an alternative program.

APPENDIX E - Summary Description of Medical and Dental Benefits

RSD 19 Teachers Plans PPO & HMO		
BENEFIT	UPDATED PPO EFFECTIVE JULY 1, 2015	UPDATED HMO EFFECTIVE JULY 1, 2015
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>\$ 25 PCP / \$ 25 Specialist \$ 75 Emergency Room/\$ 50 Urgent Care Facility \$150 Outpat Surg Facility / \$ 300 Inpat Hosp Deductible \$200/\$400/\$500 Cost-share Maximum: \$800/\$1,600/\$2,000 Out of Pocket Cost \$1,000/\$2,000/\$2,500 Lifetime Maximum In-Network - Unlimited Lifetime maximum out of network - Unlimited</p>	<p>In-Network services subject to co-pays Out-of-Network not available</p> <p>\$ 20 PCP / \$ 20 Specialist \$ 100 Op Hsp / \$ 0 Inpat Hosp co-pay \$75 Emergency / \$50 Urgent Care Facility</p> <p>Lifetime Maximum In-Network -Unlimited</p>
Preventive Care Pediatric	<p>Covered according to age-based schedule \$0 Copay Birth to 1 year - 6 exams 1 through 5 years - 6 exams 6 through 10 years- 1 exam every two years 11 years through 21 years - 1 exam every year</p>	<p>Covered according to age-based schedule; \$0 co-pay Birth to 1 year - 6 exams 1 year through 5 years - 6 exams. 6 years through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year Not covered out of Network</p>
Adult	<p>Covered according to age-based schedule \$0 Co-pay 22 through 29 one exam every 5 calendar years 30 through 39 one exam every 3 calendar years 40 through 49 one exam every 2 calendar years 50 and over one exam per calendar year</p>	<p>Covered according to age-based schedule: \$0 Co-pay 22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year Not covered out of Network</p>
Vision	<p>\$25 Co-pay one exam every two years (Frames &amp; Lenses covered under vision rider)</p>	<p>\$20 Co-pay one exam every two years (Frames &amp; Lenses covered under vision rider) Not covered out of Network</p>
Hearing	<p>\$ 25 Co-pay</p>	<p>\$ 20 Co-pay</p>

Gynecological	\$ 0 Co-pay Routine annual exam	\$0 Co-pay Routine annual exam
Medical Services Medical Office Visit	\$ 25 office visit co-pay \$ 25 office visit co-pay Specialist	\$ 20 office visit co-pay PCP \$ 20 office visit co-pay Specialist
Outpatient PT/OT/Chiro/ Specialist	\$ 0 co-pay 50 combined visits per member per calendar year (subject to medical necessity)	\$ 20 office visit co-pay Unlimited Visits (subject to medical necessity)
Allergy Services	\$ 25 office visit co-pay No copay for injections	\$20 office visit co-pay No copay for injections maximum benefit - 80 visits in 3 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MRI	\$ 25 per visit unlimited visits subject to medical necessity	\$ 20 office visit co-pay
Emergency Care Emergency Room	\$ 75 co-pay (waived if admitted)	\$ 75 co-pay (waived if admitted)
Urgin Care	\$ 50 co-pay Participating Facilities only.	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Inpatient Hospital General Medical/Surgical/Maternity (Semi-Private)	Note: All hospital admissions require pre-cert. \$ 300 per admission co-pay	Note: All hospital admissions require pre-cert \$ 0 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered	Covered

Psychiatric	\$ 300 per admission co-pay	\$ 0 per admission co-pay
Substance Abuse/ Detox	\$ 300 per admission co-pay	\$ 0 per admission co-pay
Rehabilitative	\$ 300 per admission co-pay Covered up to 60 days per calendar year	\$ 0 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$300 per admission co-pay Covered up to 120 days	\$ 0 per admission co-pay up to 120 days per calendar year
Hospice	\$ 300 per admission co-pay Covered up to 60 days	\$ 0 per admission co-pay up to 60 days per calendar year
Outpatient Hospital		
Outpatient Surgery Facility Charges	\$ 150 per admission co-pay	\$100 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equipment	Covered ( Limited to covered items only )	Covered ( Limited to covered items only )
Prescription Drugs	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - unlimited max \$3,000 max then roll to out-of-network	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - unlimited max
Infertility	Unlimited Lifetime maximum ( Limited to covered services only )	\$5,000 Lifetime maximum Phase I \$ 15 co-pay Phase II & III 50% ( limited to covered services only )
Dependent age max	Covered according to PPACA Child to Age 26	Covered according to PPACA Child to Age 26
Dental Coverage	Individual Deductible \$50 applies to Basic and Major Services Only Preventive 100%/Basic Services 80%/Major Services 50% Recent Bridge/Bridges/Dentures covered @ 80% under Basic	Individual Deductible \$50 applies to Basic and Major Services Only Preventive 100%/Basic Services 80%/Major Services 50% Recent Bridge/Bridges/Dentures covered @ 80% under Basic

Annual Maximum \$1,000 and No Orthodontic Coverage

Annual Maximum \$1,000 and No Orthodontic Coverage



Employer/Group: TOWN OF MANSFIELD (RSD #19)  
 Firm Division: 002416151 - TOWN OF MANSFIELD  
 DENTAL FLEX

Description of Benefits	You Pay:
Annual Deductible (individual/family)	\$50.00/Does not Apply
Annual Maximum (per member per calendar year)	\$1,000.00
Lifetime Orthodontic Maximum (per member)	Does not Apply

Diagnostic & Preventive Services		
- Periodic evaluations	- Space maintainers to age 19	No Charge
- Initial evaluation	- X-rays	
- Cleanings, 2 per year	- Emergency Palliative treatment	
- Fluoride treatments to age 19	- Sealants to age	

Basic Services		
- Fillings	- Simple and surgical extractions.	20%, after deductible
- Repairing and relining of dentures	- Recement crown	
- Endodontics including but not limited to root canal therapy	- Periodontics	
- Oral surgery	- General anesthesia	

Major Services		
- Repair Bridge	- Inlays	50%, after deductible
- Recement bridge	- Onlays	
- Prosthodontics including but not limited to bridework, partial and full dentures	- Post and core	
- Crowns		

**Accessing Benefits:**

**Participating Dentists Benefits:** When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

**Non-Participating Dentists Benefits:** Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to Anthem BCBS Dental, P.O.Box 547, North Haven CT 06473.

**Principle Limitations and Exclusions**

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentist's Charge or which are

*services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances, such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.*

*This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.*

November 30, 2011



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance  
**Date:** January 12, 2015  
**Re:** Approval of 2015/16 Budget Review Calendar

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**Subject Matter/Background**

Attached please find the proposed Budget Review Calendar for FY 2015/16, as prepared by the Director of Finance and the Town Manager. The calendar includes budget workshops as well as two public information sessions and a public hearing.

Please note that we may need to adjust the calendar as needed, depending on workload, Council business and other factors.

**Recommendation**

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

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

*Move, to adopt the Proposed Budget Review Calendar for fiscal year 2015/16 as presented by the Director of Finance and the Town Manager.*

**Attachments**

- 1) Proposed 2015/16 Budget Review Calendar

## Proposed FY 2015/16 Budget Review Schedule

<b>March 30 Monday</b> 6:30pm – 9:30pm	<b>Budget Presentation</b> Budget Message Budget in Brief Guide to the Budget Revenue Summaries Expenditure Summaries	Council Chambers Beck Building
<b>April 1 Wednesday</b> 6:30pm – 9:30pm	<b>Budget Review</b> General Government Public Safety	Council Chambers Beck Building
<b>April 2 Wednesday</b> 7:00pm – 8:30pm	<b>Public Information Session</b> Manager's Proposed Budget Review	Council Chambers Beck Building
<b>April 7 Tuesday</b> 6:30pm – 9:30pm	<b>Budget Review</b> Public Works Community Services Community Development	Council Chambers Beck Building
<b>April 8 Wednesday</b> 6:30pm – 9:30pm	<b>Budget Review</b> Board of Education Town Wide Operating Transfers Capital Improvement Program	Council Chambers Beck Building
<b>April 13 Monday</b> 7:30pm	<b>Public Hearing on Budget at Regular Council Meeting</b>	Council Chambers Beck Building
<b>April 22 Wednesday</b> 6:30pm – 9:30pm	<b>Budget Review</b> Town Aid Road Fund Parks & Recreation Program Fund Mansfield Discovery Depot Other Operating Fund Debt Service Fund Enterprise Funds	Council Chambers Beck Building

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(Continued)

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<b>April 23 Thursday</b> <b>6:30pm – 9:30pm</b>	<b>Budget Review</b>  Internal Service Funds Cemetery Fund/Long Term Investments Eastern Highlands Health District Fund Mansfield Downtown Partnership Fund Supplementary Data	Council Chambers Beck Building
<b>April 27 Monday</b> <b>6:30pm – 7:30pm</b>	<b>Adoption of Budget (Prior to Regular Meeting)</b>	Council Chambers Beck Building
<b>April 29 Wednesday</b> <b>6:30pm – 9:30pm</b>	<b>Adoption of Budget (if needed)</b>	Council Chambers Beck Building
<b>May 4 Monday</b> <b>7:00pm</b>	<b>Region 19 Annual Meeting on Budget</b>	EO Smith Media Center
<b>May 5 Tuesday</b>	<b>Region 19 Budget Referendum</b>	Ashford, Mansfield, Willington
<b>May 6 Wednesday</b> <b>7:00pm – 8:30pm</b>	<b>Public Information Session</b>  Town Council Adopted Budget	Council Chambers Beck Building
<b>May 12 Tuesday</b> <b>7:00pm</b>	<b>Annual Town Meeting</b>	Mansfield Middle School Auditorium
<b>If Petitioned</b>	<b>Budget Referendum</b>	Council Chambers Beck Building
<b>If Petitioned</b>	<b>Special Town Council Meeting</b>	Council Chambers Beck Building

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December 8, 2014

Dear Ladies and Gentlemen of the Town Council,

I am writing to express my disappointment with the Council's recent vote against applying for a state grant to fund the Community Playground Project. I support the Playground Project, like many other Mansfield parents. I appreciate that the opportunity to have my comments heard and I thank everyone in advance for their attention.

When our family decided to move to Mansfield, we did so in large part because no other town in the area appeared to be as committed to the education, safety and development of children and families. We have lived here nearly four years now, and our expectations in this regard have generally been met. Additionally, we have found that the people of Mansfield tend to value diversity, respect and equality more than in other places. It would seem, then, that the Playground might fit very well into our growing Town. The Playground is a project that embodies all of the ideals that we value so much in Mansfield. Not only would it offer families a place to gather and enjoy our burgeoning town center, but its accessibility would ensure that it could be enjoyed by people of every level of ability. I am saddened by the recent suggestion that Town leadership might not be as committed to these ideals as my family, as well as our friends and neighbors, had hoped.

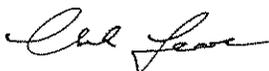
Perhaps even more disconcerting, though, are the questions that last week's vote raises about the Council's decision-making process. As you are all quite hopefully aware, Mansfield Advocates for Children, which has led the Playground initiative, has not asked for a dollar of Town money to build the Playground. Rather, the group sought permission last week to ask for the State's money, and if the State decided to grant that money, the Town would not have to pay it back. The Playground supporters merely wanted permission to ask a third party for funding, and I fail to see how such a thing could be undesirable to anyone, of any political affiliation.

The Playground initiative is a true "grassroots" campaign that draws its funding from private donations and fundraisers like bake sales and road races. It is one thing to espouse the position that the Town should not have an expensive playground, but it is altogether a different thing to take this position so far as to believe that, if grant writers and private citizens want to provide the Town with a playground for free, then the Town should reject it. It seems harmfully myopic that the Town Council declined, last week, the possibility of obtaining something that could be enjoyed by so many for little or no cost to taxpayers.

This decision suggests that certain Council members may consider their personal political ideals to be more important than the prospective happiness of some of the town's citizens (to wit, children, parents and disabled persons). I truly hope that this suggestion is not indicative of the truth. As Mansfield Advocates for Children and private Playground supporters move forward in the future to seek funding from other private and public sources, I hope and expect that the Town's leadership will be more supportive of the Project, and not let ego and political zeal deprive citizens of the truly beneficial and unique place that the Playground could be.

Again, I thank you for the opportunity to be heard.

Very sincerely,



Nicholas Ferron  
374 Gurleyville Road

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To: Members of the Mansfield Town Council  
From: Jane Goldman  
Date: December 8, 2014  
Re: Mansfield Community Playground

Item # 11

Dear Members of the Town Council:

I am writing to you to urge your continued support of the Mansfield Community Playground. For those who might be new to the Council I would like to point out some of the history of support for the playground from town residents.

A few years ago the town appointed committee Mansfield Advocates for Children (MAC) conducted a mail survey of randomly selected Mansfield households which included a section on satisfaction with different services and programs in the community. Results of the survey clearly identified a need for more extensive playground facilities. Following this finding a group of parents organized to evaluate the playground situation and based on their work developed the idea of Mansfield creating a community built playground.

Since that time I have been extremely impressed with the work of this highly motivated group of parents, grandparents and other community members who have worked as volunteers in developing each part of the plan including finding a possible site, design of the playground, and extensive fundraising.

I was very disappointed that at your November 24 meeting the Council did not support the Playground Committee's request to endorse their application for a grant that if funded would have provided for completion of the playground. That being said, I encourage you to continue to work with the playground committee in any way possible to facilitate completion of plans and then the actual building of the playground.

In planning I think it is important to keep in mind that:

- In order to accessible to as many families as possible the playground must be near public transportation.
- Bathrooms must be accessible during daylight hours seven days a week.
- Adequate parking is needed.

Thank you for your consideration.

Jane A. Goldman

360 Wormwood Hill Road

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Mary L. Stanton

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Item #12

**From:** Melissa Grakowsky Shippee <grakowsky@gmail.com>  
**Sent:** Monday, December 08, 2014 5:28 PM  
**To:** Town Clerk  
**Subject:** Mansfield Community Playground Project

I was surprised to find that the Town Council voted against supporting the Mansfield Community Playground's application for the STEAP grant. I am surprised because with all of the development going on in town, we still do not have an updated, accessible playground for the children in town.

I am surprised because in all other ways Mansfield is an oasis of culture, diversity, and community spirit within a very rural part of a very conservative state. The university attracts faculty and staff from all parts of the world, and many of these individuals, who make up a good percentage of the permanent residents in town (who pay taxes), have children who could benefit from an updated playground.

I am surprised because the town is pumping millions and millions of dollars into development to benefit future generations, and I can't help think that it is neglecting some of its current residents in doing so. We who live here now will be paying the price of the Storrs Downtown and now the new Sewer Project and any development that happens as a result of that, for years to come, yet the town seems to be forgetting some basic needs. I can't believe the town won't endorse a grant that comprises a TINY fraction of the money that the taxpayers are going to be paying for this development for something the town is lacking.

Can you think of anything for children in wheelchairs or other physical handicaps can do in town that doesn't involve paying a generous daily or yearly fee (The Community Center)? Most urban centers have central parks or recreation areas where families in the community can gather to bond. These sorts of areas reinforce the spirit of community and make the towns in which they exist comfortable places to permanently live. The spirit of community is greatly benefitted by ALL individuals being able to gather and participate. A community playground will help in this way in which the town is lacking.

Sincerely,

Melissa Shippee

Mom to a very active, physically handicapped 8 year old who is just waiting for an accessible playground

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30 December 2014

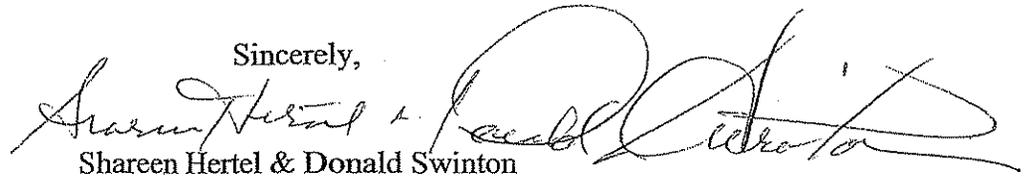
Mary Stanton, Town Clerk  
Audrey P. Beck Municipal Building  
4 South Eagleville Road  
Mansfield, CT 06268

Dear Ms. Stanton:

I write to urge that the Town of Mansfield provide support to the Community Children's Center (CCC) in the interest of ensuring the continued expansion of quality child-care services in the area. The Center was pivotal to our child's development nearly a decade ago. It has an exceptionally stable and high-quality teaching staff. It provides superb preschool education and fosters holistic social development. And it is one of the few centers that is open throughout the year (even when the "academic year" ends and other centers close for the summer).

CCC is an extraordinary resource not only for the residents of Mansfield but for children from surrounding communities. The Center draws revenue into Mansfield while at the same time expanding the horizons of countless children of varied ages, ethnic and racial backgrounds, family income levels, and abilities. Maintaining a wide range of childcare options is critical to maintaining the reputation of Mansfield as a family-friendly place to live, work, and seek services.

Sincerely,

  
Shareen Hertel & Donald Swinton

658 Broad Way  
Coventry, CT 06238

DEC 31 10:55am  


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**From:** Bethany Javidi <bethany.javidi@att.net>  
**Sent:** Tuesday, December 16, 2014 7:58 AM  
**To:** Matthew W. Hart  
**Cc:** Town Mngr; Taxes; Town Council; Cherie Trahan; Christine L. Gamache  
**Subject:** Re: On-line Tax Information Data Base--A Gross Violation of Privacy

Good morning:

Thank-you for removing us from the list and for responding so quickly.

Just because the information is in the public record doesn't mean it has to be available on line.

You have basically asked citizens to opt out of the on-line information service. How many of us, given the choice, would opt in to having this information available to anyone in the world on line, just for the convenience of on-line tax payment?

Bethany Javidi

Sent from my iPhone

On Dec 15, 2014, at 21:19, "Matthew W. Hart" <[Hartmw@MANSFIELDCT.ORG](mailto:Hartmw@MANSFIELDCT.ORG)> wrote:

Ms. Javidi:

Thank you for contacting us with your concern. The tax information you cited constitutes a public record under state law. Currently 98 Connecticut municipalities, districts and Water Pollution Control Authorities use the same online taxpayer inquiry program.

The information we make available to the public consists of the owner's name, a description of the taxable property, the assessment, the tax due, the payment status, and the date the taxes are paid. The information posted online generally consists of the last three years of tax data. The online system does not include the mailing address, the type of payment tendered (e.g. cash, check or charge), any date-of-birth, or license plate numbers.

The system provides the taxpayer with the ability to review his/her account to ensure accuracy in processing a payment and to verify any outstanding balance due. In addition, the system promotes the Town's goal of open and transparent government by making public information and records more readily available to residents, taxpayers and the general public.

In the fall of 2011 we explained the online features of the software program to the Town Council and the community. Our practice has been to inactivate an online account upon request, and we have inactivated your account accordingly. Please know that this means you will not be able to pay your tax bill(s) online, should you wish to do so.

I will bring your email and concern to the Town Council's attention at its next regular meeting scheduled for 7:30PM on January 12, 2015. At that time, I will ask the Council members if they would like to modify in any way the Town's practice of posting this information online. You are always welcome to address the Town Council during the *Opportunity for Public to Address the Council* section of the agenda.

Please let me know if you have any additional questions or if we can be of further assistance.

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

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



Please consider the environment before printing this email.

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**From:** Bethany Javidi [<mailto:bethany.javidi@att.net>]  
**Sent:** Sunday, December 14, 2014 10:04 AM  
**To:** Town Mngr; Taxes  
**Cc:** Town Council  
**Subject:** On-line Tax Information Data Base--A Gross Violation of Privacy  
**Importance:** High

Dear Mr. Hart and Ms. Gamache:

I was appalled to realize this morning that all of the tax payment information for me and my husband was publicly available on line. This information is accessible by typing in our last name and first initial. There is no password required.

Why on earth would you release this information publicly in such an easily accepted format?

I and my husband consider this to be a gross violation of our privacy.

~~I am writing to request that the tax payment information for me and my husband be removed from your online database effective immediately.~~

To the town council members: Why do you think this is a good idea? Do you even know this has happened?

Thank-you very much.

Bethany and Bahram Javidi

Bethany Drews Javidi  
13 Quail Run Road

**From:** Krcmar, Marina <krcmarm@wfu.edu>  
**Sent:** Monday, December 29, 2014 7:36 PM  
**To:** Town Council  
**Cc:** Town Clerk; comm.childrens.ctr@snet.net  
**Subject:** supporting CCC

Dear Town Council Members:

As a former CCC parent and former Mansfield resident, I strongly encourage the town of Mansfield to offer some financial support to Community Children's Center. In 1998 I moved to Mansfield and as a working parent, was surprised by the limited child care options available in town. To my great relief, I was directed to CCC, visited the site and enrolled my two young girls, Maya and Georgia Krause, in the program. It became our second home; my daughters talk about it still. In fact, we visited the site of the original CCC, where they attended child care, on a recent visit to Connecticut. CCC is a town jewel. It supports not only the children but the families. I am not exaggerating when I say Mansfield would experience a true and irrevocable loss if CCC were no longer able to operate. Just ask the legions of children and families who have benefitted from its child care, its philosophy and its love. I am certain you will get many emails just like this. I am pleased to add mine to the stack. Respectfully, Marina Krcmar

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**Marina Krcmar**  
Professor  
Department of Communication  
Wake Forest University

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**From:** Mary L. Stanton  
**Sent:** Thursday, December 11, 2014 3:01 PM  
**To:** Mary L. Stanton  
**Subject:** FW: Suspected Spam:Mansfield Community Playground

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

**From:** tulay luciano [<mailto:tulayluciano@yahoo.com>]  
**Sent:** Wednesday, December 10, 2014 9:26 PM  
**To:** Town Clerk  
**Subject:** Suspected Spam:Mansfield Community Playground

Dear Town Manager Hart and Mansfield Town Councilors:

I wish the whole world were a playground where all of its children play without fear, hunger and disease. In these days, this is a fantasy beyond fantasy.

To this wish add another, especially a handicapped accessible playground in Mansfield. This is a noble idea!

While watching the testimonies of the Mansfield Community Playground Committee of MAC members, I noted their enthusiasm and determination. I noted also Councilor Moran's heartfelt support for the project.

But, as the playground was presented and argued, I believe that the four councilors' votes were correct. The project needs more work to do.

Below are my questions and comments:

**The location:** I do not know how the legal process of leasing a piece of land works. In this case, is UConn willing to lease the land only for ten years? Is this a standard procedure or does UConn want it that way?

**The NextGen Connecticut** will require much space, new buildings and perhaps constant planning for UConn. What is the guarantee that UConn will not want that piece of land back or that UConn will corner the town to a difficult agreement? Already UConn seems to be hungry for land and not caring for the welfare of the town, otherwise how would we explain its absurd proposal to locate the ice hockey arena where the current Mansfield apartments are situated?

**The bus line:** During the Dec. 8th council meeting, one MAC member explained the reasoning for selecting the location was it is on the bus line. True, it is. But not every house is on the bus line. Besides, Rte. 195 will become more and more congested.

**The cost and its breakdown:** Has the cost breakdown been clearly presented to the council? What if the cost and the maintaining of the playground exceeds the MAC committee's ability?

**Volunteers:** What if there are not enough volunteers in the future?

**The exit strategy:** If everything falls through, is the MAC committee willing to undertake Councilor Wassmundt's suggestion that they could upgrade the existing playgrounds? In my opinion, the playground I am familiar with, Mansfield Center's, is very quiet and away from the hustle bustle of the Downtown and is a good candidate for upgrading. As a bonus, it is next to the library. The library has ongoing children's programs.

Respectfully,

Tulay Luciano  
808 Warrenville Road  
Mansfield Ctr., Ct 06250  
860.429.6612

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**From:** Mary L. Stanton  
**Sent:** Thursday, January 08, 2015 11:32 AM  
**To:** Sara-Ann Bourque  
**Subject:** FW: Letter in Support of Mansfield's Early Childcare Centers

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**From:** Natalie Munro [[mailto:natalie\\_munro@hotmail.com](mailto:natalie_munro@hotmail.com)]  
**Sent:** Thursday, January 08, 2015 11:22 AM  
**To:** Town Council; Town Clerk; [comm.childrens.ctr@snet.net](mailto:comm.childrens.ctr@snet.net)  
**Subject:** Letter in Support of Mansfield's Early Childcare Centers

Dear Members of the Mansfield Town Council,

I am writing to urge you to consider contributing financial support to Mansfield's three not-for-profit Early Childcare Centers, including Community Children's Center (CCC), in an amount equivalent or greater than funds previously committed by UCONN. The loss of UCONN's early childhood public service agreement will have a severe impact on these centers, yet they play a vital role by preparing young students to successfully transition into the excellent Mansfield public school system. They also allow Mansfield parents to prosper professionally, and be committed members of the community, knowing that their children are receiving the best possible care outside of their home.

When I moved to eastern Connecticut 8 years after beginning work at UCONN, our family was in need of a high-quality childcare facility-proximity to a suitable center played a significant role in where we chose to live. When researching centers in several eastern Connecticut towns, the CCC came up repeatedly as an excellent option. When I visited the center, I found its small size, intense commitment to social learning and the strong community environment it fostered ideal for my family. Ultimately, the CCC, the proximity of Mansfield to my work and the strong public school system were the deciding factors in my family's decision to settle here.

As a two-career family, the success of our professional lives relies on our satisfaction with our children's childcare. I attribute my confidence in the quality of care that my daughter and now my son receives at CCC, for my ability to balance a productive career and happy home life. I also attribute my experience to CCC to my commitment to a life in Mansfield. Beyond its outstanding commitment to childcare, the CCC is strongly community oriented and provides many opportunities to forge strong relationships with other Mansfield families. Because of this wonderful community we are committed to a long-term future in Mansfield.

Finally, Mansfield residents are diverse and thus they must have diverse options for high-quality early childcare. The three not-for-profit early childcare centers in Mansfield have long histories in our community, have operated on meager budgets, but have still provided outstanding service to Mansfield residents in the most important of jobs. The viability of these centers is now at serious risk. I thus urge you to please support the not-for-profit Early Childcare Centers in the Town of Mansfield by prioritizing funding for these centers in the FY 2015-16 town budget.

With my best regards,

Natalie Munro  
Mansfield Resident and  
UCONN Professor of Anthropology

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**Mary L. Stanton**

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Item #18

**From:** Smith, Alexia <alexia.smith@uconn.edu>  
**Sent:** Friday, December 05, 2014 8:58 AM  
**To:** Town Clerk  
**Cc:** Maggie Ferron  
**Subject:** Support for the Mansfield Community Playground

Dear Town Clerk,

I am writing to express my support for the Mansfield Community Playground. This is a much needed facility in Mansfield and I hope that you can support this endeavor in as many ways as possible. Currently there are no wheelchair accessible playgrounds and a large portion of our community is excluded from current playgrounds. The location of the new wheelchair accessible playground is ideal and will have a huge impact on families with children of all abilities. A feeling of isolation has been well documented in Mansfield and this park will help offset that to some degree. Please support this as much as you can.

Kind regards,  
Alexia

Alexia Smith, Ph.D.  
Assistant Professor  
Department of Anthropology  
University of Connecticut  
Beach Hall Unit 1176  
354 Mansfield Road  
Storrs, CT 06269-1176  
Telephone: 860 486 4264  
Fax: 860 486 1719

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**Sara-Ann Bourque**

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Item #19

**From:** Mary L. Stanton  
**Sent:** Thursday, January 08, 2015 8:47 AM  
**To:** Sara-Ann Bourque  
**Subject:** FW: Funding for non-profit childcare centers

**Importance:** High

Would you please add this to the packet

Thanks

**From:** Monica van Beusekom [<mailto:monica.vanbeusekom@gmail.com>]  
**Sent:** Wednesday, January 07, 2015 8:14 PM  
**To:** Town Council  
**Cc:** Town Clerk; Community Child Center  
**Subject:** Funding for non-profit childcare centers

Dear Members of the Town Council,

We are writing to request that the Town of Mansfield provide support to the non-profit childcare centers in Mansfield. These centers provide invaluable care and education to the youngest members of our community and sustain and nurture young families. Like other forms of education, early childhood education should receive public support. It is critical to the development of children and helps to prepare them for the social and academic challenges of formal education.

We have lived in Mansfield since 1999 and our children, who are now high school students, attended the Community Children's Center from 1999 to 2005. CCC was a central institution in our lives during those years and in many ways we continue to feel the positive impact of our children's experiences at CCC to this day in the early lessons they learned regarding the importance of sharing, including everyone, and cherishing and fostering one's own curiosity and learning. Dedicated and highly qualified staff nurtured our children and us, as new parents, as well.

Providing this level of care costs money. While parents will continue to shoulder much of this cost, support from the community also plays a role, just as it does in other forms of education. Support from the Town of Mansfield will help to provide stability and ensure that the residents of Mansfield continue to have access to a variety of childcare options. We wholeheartedly recommend that the Town provide the requested support.

Monica van Beusekom  
Samuel Martinez

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TOWN OF MANSFIELD  
TOWN COUNCIL



Item #20

Elizabeth Paterson, Mayor

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

December 16, 2014

Mr. James Mark  
Chairman  
Board of Education  
Regional School District 19

Re: Preparation of FY 2015/16 Budget

Dear Mr. Mark:

Preparing and developing an operating budget and capital improvement program (CIP) for Fiscal Year 2015/16 will again provide a number of challenges for Regional School District 19 and its member towns.

For Mansfield, we expect little to nominal growth in the grand list and state revenue remains uncertain. However, the demand for our services continues to grow and the town has critical infrastructure needs to address. Consequently, for the next year, the Town Manager has asked our department heads to develop a current services budget that helps to advance key policy initiatives set by the Town Council.

The following is a brief overview of the most significant revenue and expenditure trends that will impact the development of the Town of Mansfield's FY 2015/16 Budget.

**Revenues**

- *State revenue.* Fortunately, state revenue was \$809,000 higher than projected for the Adopted FY 2014/15 Budget. However, state revenue projections for FY 2015/16 remain uncertain and it is possible that state aid to municipalities will be reduced from current levels.
- *Impact of Revaluation.* Mansfield recently underwent its required revaluation. Residential assessed values have decreased by 8% from 2014 to 2013 while commercial assessed values increased 27% during that same time frame. Residential assessed values decreased by \$59,595,172 while commercial assessed values increased by \$45,457,216, a negative overall assessed value on real property of \$14,137,956. The shift in value from residential to commercial properties may provide some property tax relief to homeowners. Fortunately, we are projecting growth in personal property which may close the gap due to the loss in value on residential property. However, it is unlikely that we will see overall growth in the grand list that is commensurate with the rate of inflation and will keep pace with the increase in fixed costs such as personnel-related expenditures.

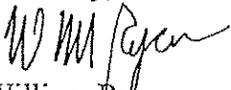
## *Expenditures*

- *Health insurance costs.* After a five year period (2008-2012) in which health insurance claims were flat (0.14% plan year basis, 0% calendar year basis), the town has had increasingly poor claims experience over the last two years. The current five-year average for claims expenditure growth on a plan year basis is 7.39%. While the 7% trend is much more in-line with the municipal market in Connecticut and national trends, it represents a significant increase for Mansfield. For the current calendar year claims are averaging a 23.81% increase over the prior year. In order to keep the health insurance fund financially healthy, insurance premium rates will need to be set accordingly for FY 2015/16. This growth in claims costs will have an impact of approximately 12%.
- *Negotiated wage increases and staffing.* Two union contracts are currently settled for FY 15/16 – the professional and technical employees contract and the public works employees contract. Both groups have negotiated a general wage increase of 1.75-2%, with the actual percentage amount dependent upon actual revenues received by the state (intergovernmental revenues such as PILOT). A general wage increase for nonunion and fire personnel has not yet been determined for FY 15/16.
- *Capital needs.* Funding for capital needs - roads, infrastructure and facilities in particular – will continue to be a priority for the town. The town will continue to budget as much as responsibly possible via the General Fund to provide revenue for these projects on a “pay as you go basis.”
- *Unfunded state mandates.* The Department of Energy and Environmental Protection (DEEP) is considering modifications to the General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems (MS4), which would have a significant fiscal impact on municipalities. Proposed MS4 Permit changes include increased required frequency of municipal street sweeping, a required municipal-wide leaf collection program and additional mandated additional catch basin cleanings, among other changes. If approved, the MS4 could significantly increase costs in public works.

Given these budget pressures facing Mansfield and its fellow member towns, we encourage the Region 19 Board of Education and the administration to continue your efforts to control expenditures to the extent possible, while maintaining the integrity of Region 19's fine education program.

On behalf of the Town of Mansfield, we thank the Board of Education for its consideration of this important issue.

Sincerely,



William Ryan  
Chair, Finance Committee

CC: Bruce Silva, Superintendent of Schools  
Mansfield Town Council  
Matt Hart, Town Manager  
Cherie Trahan, Director of Finance

**TOWN OF MANSFIELD  
OFFICE OF PLANNING AND DEVELOPMENT**

Item #21

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MANSFIELD PLANNING AND ZONING COMMISSION

Memo to: Mansfield Town Council  
Property-owners with street frontage on Codfish Falls Road,  
within 500 feet of proposed work along a "Scenic Road"  
From: Mansfield Planning and Zoning Commission  
Date: Tuesday, December 16, 2014  
Re: January 20, 2015 Public Hearing on proposed driveway construction and associated work  
at 140 Codfish Falls Road, PZC File #1329

The Planning and Zoning Commission has received a subdivision application that includes alterations to an existing driveway, tree removal, and fence and stone wall alterations along Codfish Falls Road, a Mansfield-designated Scenic Road. The subject request is from E. Pelletier of Datum Engineering, representative for the applicant and property owner, S. Guyette.

Whereas Codfish Falls Road is subject to the provisions of the Town of Mansfield's Scenic Road Ordinance, a required Public Hearing has been scheduled for 7:15 p.m. on Tuesday, January 20, 2015, in the Council Chambers of the Audrey P. Beck Municipal Building, 4 South Eagleville Road, Storrs, Connecticut. At this hearing verbal or written comments shall be received regarding the proposed work. Any comments regarding this request must be received prior to the close of the Public Hearing. Enclosed please find a letter submitted by the applicant's representative describing the proposed project, a copy of the legal notice and a map depicting the proposed driveway alteration and associated work along Codfish Falls Road. Mansfield's Scenic Road Ordinance requires that the Planning and Zoning Commission conduct a Public Hearing and make a recommendation to the Town Council.

If you have any questions regarding the applicant's proposal, the provisions of the Town's Scenic Road Ordinance or the Public Hearing process, please call the Mansfield Planning Office at 429-3330.

## LEGAL NOTICE

The Mansfield Planning and Zoning Commission will hold a Public Hearing at 7:15 p.m. on Tuesday, January 20 2015, in the Council Chambers, A.P. Beck Bldg., 4. S. Eagleville Rd., to hear comments on a request of S. Guyette, on property located at 140 Codfish Falls Road. The proposal includes alterations to an existing driveway, tree removal and fence and stone wall alterations adjacent to Codfish Falls Road., a Town designated "scenic road". The request has been made pursuant to Mansfield's Scenic Road Ordinance.

At these Hearings, interested persons may be heard and written communications received. No information from the applicants or the public shall be received after the close of the Public Hearing. Additional information is available in the Planning Office.

J. Goodwin, Chair  
K. Holt. Secretary

TOWN OF MANSFIELD  
PLANNING AND ZONING COMMISSION



Item #22

JoAnn Goodwin, Chair

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3330  
Fax: (860) 429-6863

December 18, 2014

Mr. Paul Ferri  
UConn Office of Environmental Policy  
31 LeDoyt Road, U-3055  
Storrs, Connecticut 06269

**Subject: Proposed Honors Residence Hall**

Dear Mr. Ferri:

The Mansfield Planning and Zoning Commission (PZC) offers the following comments and recommendations with regard to the proposed Honors Residence Hall.

In March 2014, the Town Council and PZC requested that the campus master plan and Next Generation Connecticut impact study be completed prior to construction of any buildings related to the NextGen initiative other than the proposed STEM residence hall and the engineering/science building. The Commission reiterates this request as it feels that it is important to understand the all of the impacts of UConn's proposed growth prior to the construction of any additional buildings. As previously stated, the master plan should include a comprehensive, multi-modal transportation plan for the build-out of the campus that considers impacts to the local transportation network, including off-campus improvements for vehicular, pedestrian, bike and transit circulation.

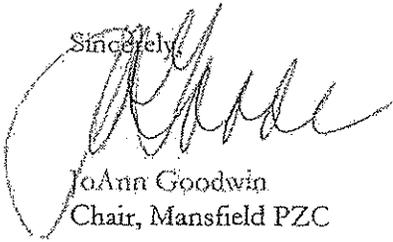
If the University chooses to proceed with an Environmental Impact Evaluation (EIE) for the Honors Residence Hall prior to completion of the master plan and impact study, the Commission would like the following to be taken into consideration:

- *Transportation System.* The EIE should address specific measures that will be completed as part of this project to enhance the multi-modal transportation system and reduce off-campus transportation impacts and how such improvements will be coordinated with the overall campus master plan.
- *Traffic Analysis.* The EIE should evaluate the potential impacts of the proposed building on the local road network, in addition to the state road network, to confirm the conclusion that no significant impacts on the local road network are anticipated. This analysis should identify any necessary mitigation measures and be made available to the Town for review and comment prior to submission to OSTA. Furthermore, as noted in the Commission's May 2014 comments on the STEM residence hall, the EIE should identify needed mitigation measures as well as performance measures and a framework for reporting and modifying

approaches as needed.

- *Cultural Resources and Visual Impact.* Given the prominent location of the proposed residence hall, design of the building should be sensitive to and complement the surrounding area.
- *Stormwater/Mirror Lake and Roberts Brook.* The University should identify specific measures that will be used to reduce impacts on Mirror Lake and the Roberts Brook watershed.
- *Cumulative Impacts.* All analysis completed as part of the EIE for the Honors Residence Hall should consider the cumulative impacts of this building and previously approved buildings that have not yet been constructed, including the STEM residence hall, Science and Engineering Building and Innovation Partnership Building.

Sincerely,



JoAnn Goodwin  
Chair, Mansfield PZC

Cc: Town Council  
Planning and Zoning Commission

LEGAL NOTICE  
TOWN OF MANSFIELD

In accordance with Section 7-349 of the Connecticut General Statutes, notice is hereby given that the Comprehensive Annual Financial Report for the Town of Mansfield for the Fiscal Year July 1, 2013 to June 30, 2014, which was prepared under the Director of Finance and audited by Blum, Shapiro & Company P.C., 29 South Main Street, West Hartford, CT, is on file and open for public inspection in the Office of the Town Clerk, 4 South Eagleville Road, Mansfield, Connecticut.

Dated at Mansfield, Connecticut, this 6<sup>th</sup> day of January 2015.

Mary Stanton  
Town Clerk, Mansfield

LEGAL NOTICE  
TOWN OF MANSFIELD

In accordance with Section 7-349 of the Connecticut General Statutes, notice is hereby given that the Comprehensive Annual Financial Report for Regional School District 19 for the Fiscal Year July 1, 2013 to June 30, 2014, which was prepared under the Director of Finance and audited by Blum, Shapiro & Company P.C., 29 South Main Street, West Hartford, CT, is on file and open for public inspection in the Office of the Town Clerk, 4 South Eagleville Road, Mansfield, Connecticut.

Dated at Mansfield, Connecticut, this 5th day of January 2015.

Mary Stanton  
Town Clerk, Mansfield



**TOWN OF MANSFIELD  
DEPARTMENT OF PUBLIC WORKS**

John C. Carrington, P.E., Director of Public Works

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3332  
Fax: (860) 429-6863  
CarringtonJC@mansfieldct.org

December 4, 2014

Mansfield Town Council,

This memorandum is in response to comments provided during the November 25, 2014 Town Council Meeting where a resident of the Town expressed concern regarding sound levels, most specifically compression release engine brakes (commonly referred to as "Jake Brakes") from trucks heading south on Route 195. Compression release engine brakes turn a power producing diesel engine into a power absorbing air compressor thus slowing down the truck without utilizing standard friction brakes.

Compression release engine brakes are often considered a safety device by State Highway Agencies so there is hesitation to place a ban on compression release engine brakes. It has become commonplace for truck manufacturers to make compression release engine brakes standard equipment as a result.

The Maine DOT<sup>(1)</sup> and references made in a Research Report<sup>(2)</sup> prepared by Janet K. Kaminski, Associate Legislative Attorney for the State of Connecticut indicate that existing federal and state laws already govern the maximum permissible sound levels for motor vehicles. The State of Connecticut currently regulates the Maximum Permissible Sound Level for Motor Vehicles with a GVWR or a GCWR of 10,000 pounds or greater as presented in the table below.

*Maximum Permissible Sound Level for Motor Vehicles with a GVWR or a GCWR of 10,000 Pounds or Greater, Excluding Buses*

Highway Speed	< 35 MPH	> 35 MPH
Maximum Permissible Sound Level	88 dB(A)	92 dB(A)

Source: Conn. Agencies Regulations. §14-80a-4a

Jacobs Vehicle Systems, Inc., a leader in compression release engine brakes development, indicates the following in regards to their products producing excess noise:

1. The federal government has required all vehicles manufactured since 1978 to meet noise requirements when delivered to the customers.
2. Modified or defective exhaust systems cause increased noise.

State Representatives have introduced legislation to the Committee on Transportation as recently as the January 2011 Session on the subject of authorizing municipalities to ban the use of compression release engine brakes and to enforce such ban through the use of appropriate signage. This specific bill is currently considered "dead"<sup>(3)</sup>.

References:

- 1) <http://www.maine.gov/mdot/csd/mlrc/technical/ti/jakebrake.htm>
- 2) <http://www.cga.ct.gov/2011/TOB/h/pdf/2011HB-05271-R00-HB.pdf>
- 3) [http://www.cga.ct.gov/asp/cgabillstatus/cgabillstatus.asp?selBillType=Bill&bill\\_num=HB05271&which\\_year=2011](http://www.cga.ct.gov/asp/cgabillstatus/cgabillstatus.asp?selBillType=Bill&bill_num=HB05271&which_year=2011)

Please do not hesitate to contact me if you require any additional information.

Respectfully Submitted,

  
John C. Carrington, PE  
Director of Public Works  
Town of Mansfield

## Memorandum

To: Matthew Hart, Town Manager  
From: John Carrington, Director of Public Works  
Date: December 5, 2014  
Subject: Intersection Left Turn from Route 275 Eastbound to Route 195 Northbound

### Issue:

A number of passenger vehicle drivers have had difficulty or been confused as to how and where they should turn on to Route 195 northbound from 275 eastbound. Some drivers have turned too early, driven over the mountable median or driven too far out and on to the east curb and have hit the street light.

### Analysis:

The turning operations were analyzed using turning radii for a passenger vehicle, a WB-50 truck (fifty foot tractor trailer truck) and a WB-62 truck (sixty-two foot tractor trailer truck with sleeper cab).

A passenger vehicle has a more than adequate turning radius.

The WB-50 turning radius provides just enough space to enter the throat of the lane between the median and the easterly curb. This appears to be the design criteria used by the roadway designer.

The WB-62 turning radius requires that the truck traverse the mountable median to make this turn. This was contemplated as part of the design of the project and the median is constructed accordingly.

### Observations:

The problem with the passenger size vehicle maneuvering the left turn properly appears to be one of visual sight. The low height of the driver sight together with the low profile of the median and its placement on the back side of the road crown on Route 195, as well as the blend of the concrete color background, causes confusion to the driver as to where the throat of route 195 northbound lane is located.

### Recommendation:

As this is a visual problem, a visual solution is warranted. To provide proper turning guidance it is proposed that a white dashed line "cat tracks" be placed in a smooth arc which will safely guide vehicles from Route 275 eastbound to enter the throat of the Route 195 northbound lane.

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## Memorandum

Date: December 5, 2014  
To: Traffic Authority  
From: Tim Veillette, Project Engineer  
Subject: Coordination of Traffic Signals Along Route 195 from South Eagleville Road to North Eagleville Road

### Issue:

Traffic congestion throughout this area is causing traffic backup and long lines (Queues) at traffic signals. Issue is more prominent at particular times of day, the bus departure from EO Smith in the afternoon, end of work shift at UConn together with off campus student traffic, and special events at UConn and EO Smith.

### Discussion:

During the design of the Storrs Downtown project the ConnDOT reviewed for it for inclusion in a coordinated traffic signal system between South Eagleville and North Eagleville. Two sets of signals are currently coordinated with the adjacent intersection; Bolton Road with Mansfield Road, and Horsebarn Hill Road with North Eagleville. The remaining signals (South Eagleville and Whitney Hall) run free of the others.

DOT states that due to the unconventional timing/phasing of signals at Horsebarn Hill Road and North Eagleville Road cycling lengths would cause increased delays at adjacent intersections as the other coordinated signals have a conventional cycle/phasing. Also of issue is pedestrian activated signal (sporadic activation) in all intersection but more specifically at the Whitney Hall crosswalk light.

### Improvements:

ConnDOT currently has a project (project 172-402) which will be making changes to the North Eagleville Road and Horsebarn Hill Road intersections and signals timing/phasing. Work is anticipated to start in spring 2015.

The DOT is also working with the Dave Dagon, Town of Mansfield Fire Chief, to determine if and where signals may warrant pre-emption.

### Conclusion:

At this time the only solution to relieve back up on Route 195 during peak use is to provide a manual override to the signals. This would require a police officer at each signal to make this override.

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



Item #27

Matthew W. Hart, Town Manager

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

December 12, 2014

Ms. Janet Dauphin  
441 Warrenville Road  
Mansfield Center, CT 06250

**Re: Appointment to Mansfield Library Advisory Board**

Dear Ms. Dauphin:

This letter is to confirm your appointment to the Library Advisory Board for an initial term through October 31, 2016.

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

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

Sincerely,

Matthew W. Hart  
Town Manager

Cc: Town Council  
Mary Stanton, Town Clerk  
Sheila Quinn Clark, Chair

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## LANDLORD REGISTRATION INFO SFD ONLY\*

YEAR	TOTAL	COMMENTS
2006	150	
2007	53	
2008	42	
2009	34	
2010	35	
2011	32	
2012	32	
2013	19	
2014	32	AS OF 12/8/14

\* SOME PROPERTIES MAY APPEAR ON REGISTRY MORE THAN ONCE DUE TO NEW OWNERS.

- ① SALES / ASSESSOR
- ② BUILDING PERMIT APPS
- ③ COMPLAINTS
- ④ PROACTIVE NEW OWNER CALLS

2004

PropID	Street	Bldg #	Unit #	Lot #
34	Bassetts Bridge Road	514		
39	Beech Mountain Road	97		
40	Birch Road	44		
43	Birch Road	166		
44	Birch Road	200		
45	Birch Road	209		
49	Brookside Lane	96		
50	Brookside Lane	110		
23	Middle Turnpike	520		
30	Atwoodville Lane	83		
33	Bassetts Bridge Road	486		
282	Cemetery Road	82		
284	Chaffeeville Road	33		
285	Chaffeeville Road	154		
287	Chaffeeville Road	560		
288	Chaffeeville Road	614		
290	Clover Mill Road	46		
291	Clover Mill Road	52		
337	Codfish Falls Road	47		
361	Conantville Road	128		
362	Conantville Road	136		
381	Crane Hill Road	170		
387	Daleville Road	70		
388	Davis Road	192		
390	Dog Lane	62		
719	Eastwood Road	5		
720	Eastwood Road	6		
721	Eastwood Road	19		
731	Gurleyville Road	298		
737	Hanks Hill Road	34		
738	Hanks Hill Road	42		
739	Hanks Hill Road	52		
744	Hanks Hill Road	135		
745	Hanks Hill Road	198		
872	Hunting Lodge Road	81		
873	Hunting Lodge Road	87		
874	Hunting Lodge Road	97		
875	Hunting Lodge Road	146		
876	Hunting Lodge Road	148		
877	North Eagleville Road	197		
878	North Eagleville Road	202		
879	North Eagleville Road	203		
880	North Eagleville Road	207		
881	North Eagleville Road	213		
882	North Eagleville Road	219		
883	Storrs Road	1012		

150

PropID	Street	Bldg #	Unit #	Lot #
884	Storrs Road	1608		
915	Old Turnpike Road	87		
916	King Hill Road	30		
917	King Hill Road	32		
922	Meadowbrook Lane	76		
927	Meadowood Road	78		
928	Meadowbrook Lane	92		
933	Hickory Lane	3		
934	Highland Road	22		
936	Hillside Circle	8		
938	Hillyndale Road	4		
942	Hunting Lodge Road	101		
943	North Eagleville Road	188		
944	Hunting Lodge Road	316		
945	Westwood Road	7		
946	Westwood Road	12		
948	Mansfield City Road	474		
949	Mansfield City Road	484		
950	Mansfield City Road	504		
953	Mansfield City Road	271		
954	Mansfield City Road	221		
962	Ledgewood Drive	11		
963	Stafford Road	863		
964	Gurleyville Road	287		
965	Spring Manor Road	64		
966	Spring Manor Road	66		
967	Storrs Road	1637		
968	Storrs Road	1639		
971	Ledgewood Drive	12		
978	Mansfield City Road	1008		
979	Mansfield City Road	1035		
981	Mansfield Hollow Road	90	B	
984	Storrs Road	502		
985	Storrs Road	507		
986	Storrs Road	508		
987	Storrs Road	512		
988	Storrs Road	518		
989	Storrs Road	522		
990	Storrs Road	526		
992	Stafford Road	442		
993	Stafford Road	446		
994	Stafford Road	452		
995	Stafford Road	456		
996	Stafford Road	460		
997	Stafford Road	466		
999	Centre Street	28		

PropID	Street	Bldg #	Unit #	Lot #
1004	Stafford Road	961		
1005	Stafford Road	337		
1006	Stafford Road	979		
1021	Stearns Road	372		
1030	Storrs Road	160		
1031	Storrs Road	172		
1033	Storrs Road	306		
1034	Storrs Road	324		
1035	Storrs Road	373		
1036	Storrs Road	424		
1037	Storrs Road	457		
1038	Storrs Road	497		
1039	River Road	9		
1042	Stafford Road	114		
1045	Stafford Road	248		
1056	Stafford Road	405		
1057	Stafford Road	865		
1072	Moulton Road	45		
1073	Moulton Road	65		
1075	Moulton Road	153		
1110	Mount Hope Road	303		
1111	Mulberry Road	21		
1114	Mulberry Road	307		
1116	Mulberry Road	342		
1117	Middle Turnpike	555		
1125	Pleasant Valley Road	122		
1160	Storrs Road	1641		
1162	Storrs Road	786		
1167	Storrs Road	1005		
1171	Storrs Road	1082		
1177	Storrs Road	1521		
1179	Storrs Road	1569		
1182	Storrs Road	1630		
1183	Storrs Road	1632		
1204	Hunting Lodge Road	109		
1214	Hunting Lodge Road	105		
1215	Hunting Lodge Road	134		
1246	South Eagleville Road	399		
1247	Separatist Road	113		
1248	Separatist Road	74		
1251	Separatist Road	201		
1254	Shady Lane	33		
1263	Stafford Road	15		
1264	Stafford Road	17		
1274	Stafford Road	1007		
1282	Rockridge Road	33		

PropID	Street	Bldg #	Unit #	Lot #
1294	Woodland Road	246		
1309	Middle Turnpike	49A		
1363	Wormwood Hill Road	603		
1373	North Eagleville Road	309		
1374	South Eagleville Road	128	2	
1502	Woodland Road	210		
1601	Beebe Lane	12	A	
2372	Bassetts Bridge Road	373		
2379	Merrow Road	3A		
1114	Mulberry Road	307		
3030	Puddin Lane	20		
3504	Storrs Road	373A		

PropID	Street	Bldg #	Unit #	Lot #
46	Birchwood Heights Road	29		
52	Browns Road	522		
2	Moulton Road	15		
19	Middle Turnpike	379		
20	Middle Turnpike	386		
22	Middle Turnpike	472		
28	Ash Street	565		
29	Atwoodville Lane	19		
32	Bassetts Bridge Road	441		
336	Codfish Falls Road	6		
364	Conantville Road	182		
380	Coventry Road	121		
729	Gurleyville Road	88		
746	Hanks Hill Road	233		
867	Hunting Lodge Road	15		
870	Hunting Lodge Road	27		
913	Old Turnpike Road	45		
921	Meadowbrook Lane	73		
923	Meadowbrook Lane	91		
924	Meadowbrook Lane	93		
925	Meadowbrook Lane	95		
939	Hillyndale Road	137		
947	Mansfield City Road	209		
951	Mansfield City Road	519		
952	Mansfield City Road	268		
955	Stearns Road	100		
977	Mansfield City Road	986		
1018	Stearns Road	22		
1019	Stearns Road	183		
1020	Puddin Lane	268		
1023	Stafford Road	844		
1043	Stafford Road	169		
1059	Storrs Road	616		
1069	Storrs Road	743		
1112	Mulberry Road	38		
1126	Pleasant Valley Road	149		
1127	Pleasant Valley Road	153		
1128	Pleasant Valley Road	155		
1164	Storrs Road	913		
1166	Storrs Road	940		
1178	Storrs Road	1546		
1180	Storrs Road	1069		
1184	Storrs Road	1646		
1185	Storrs Road	1640		
1186	Storrs Road	1775		
1187	Timber Drive	9		

PropID	Street	Bldg #	Unit #	Lot #
1205	Hunting Lodge Road	156		
1216	Hunting Lodge Road	233		
1250	Separatist Road	143		
1262	Willington Hill Road	91		
1297	Woods Road	8		
1485	Hunting Lodge Road	195		
1576	Birch Road	160		

PropID	Street	Bldg #	Unit #	Lot #
41	Birch Road	50		
47	Birchwood Heights Road	69		
412	Hanks Hill Road	10		
413	Hanks Hill Road	12		
414	Hanks Hill Road	8		
415	Hanks Hill Road	14		
416	Hanks Hill Road	16		
417	Hanks Hill Road	18		
418	Hanks Hill Road	20		
730	Gurleyville Road	131		
741	Hanks Hill Road	76		
743	Hanks Hill Road	113		
868	Hunting Lodge Road	22		
869	Hunting Lodge Road	23		
885	North Eagleville Road	204		
886	North Eagleville Road	208		
940	Homestead Drive	39		
956	King Hill Road	17		
973	Lynwood Road	25		
976	Mansfield City Road	834		
1017	Stafford Road	1728		
1022	Stafford Road	880		
1026	Stonemill Road	18		
1028	Storrs Heights Road	44		
1040	River Road	87		
1048	Stafford Road	269		
1054	Stafford Road	386		
1067	Storrs Road	643		
1068	Storrs Road	693		
1071	Moulton Road	31		
1113	Mulberry Road	295		
1129	Westwood Road	15		
1130	Westwood Road	15	B	
1131	Westwood Road	17		
1168	Storrs Road	1008		
1169	Storrs Road	1584		
1220	Wormwood Hill Road	7		
1222	Westwood Road	14		
1249	Separatist Road	137		
2213	Pollack Road	14		
730	Gurleyville Road	131		
3415	Puddin Lane	202		

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PropID	Street	Bldg #	Unit #	Lot #
119	Cedar Swamp Road	54		
733	Gurleyville Road	345		
888	North Eagleville Road	297		
974	Lynwood Road	65		
1188	Stafford Road	1002		
1197	South Eagleville Road	406		
1217	Hunting Lodge Road	131		
1313	Chaffeeville Road	519		
1340	Stafford Road	513		
1378	Hunting Lodge Road	295		
1379	Woods Road	98		
1390	Mansfield Hollow Road	89		
1420	Davis Road	170		
1499	Hunting Lodge Road	125		
1522	Stafford Road	148		
1534	Riverview Road	18		
1574	Middle Turnpike	457		
1583	Stafford Road	516		
1623	Stearns Road	377		
1676	Stafford Road	402		
1683	Hillyndale Road	67		
1709	Hunting Lodge Road	211		
1712	Old Kent Road	7		
1716	Hillyndale Road	3		
1767	Hunting Lodge Road	205		
1792	Codfish Falls Road	53		
1795	Hanks Hill Road	121		
1805	Dog Lane	35		
1820	Clover Mill Road	120		
1828	Wilmington Hill Road	73		
1857	Birchwood Heights Road	78		
1893	<del>Birchwood Heights Road</del>	<del>44</del>	<del>A</del>	
1911	Baxter Road	222		3
2005	Cedar Swamp Road	22		
2020	Pleasant Valley Road	16		

35 34

PropID	Street	Bldg #	Unit #	Lot #
2281	Separatist Road	71		
863	McCollum Road	111B		
864	McCollum Road	111C		
889	North Eagleville Road	441		
1008	Stafford Road	1025		
1044	Stafford Road	232		
1261	Separatist Road	77		
1265	Stafford Road	21		
1459	River Road	111		
1756	Brookside Lane	163		
2063	Highland Road	71		
2094	Maple Road	62		
2124	Sawmill Brook Lane	96		
2155	Middle Turnpike	504		
2158	Edgewood Lane	9		
2173	Meadowbrook Lane	69		
2207	Storrs Road	1184		
2229	Old Schoolhouse Road	13		
2253	Old Schoolhouse Road	15		
2257	Woods Road	104		
2298	Circle Drive	17		
2385	Meadowood Road	74		
2406	Moulton Road	146		
2428	Circle Drive	31		
48	Bone Mill Road	190		
1714	Stafford Road	481		
2451	Chaffeeville Road	180		
2452	Jacobs Hill Road	65		
2454	Russett Lane	22		
1059	Storrs Road	616		
2460	Hillside Circle	20		
2467	Storrs Road	1089		
1184	Storrs Road	1646		
2596	Clearview Drive	22		
1185	Storrs Road	1640		

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2011

PropID	Street	Bldg #	Unit #	Lot #
1001	Stafford Road	506		
1003	Stafford Road	510		
1070	Storrs Road	762		
1118	Middle Turnpike	773		
1575	Storrs Road	1568		
1604	Buckingham Road	23		
1653	Middle Turnpike	447		
1783	Hillyndale Road	107		
1931	Mountain Road	66		
2147	Lynwood Road	78		
2610	Stafford Road	829		
1028	Storrs Heights Road	44		
2668	White Oak Road	67		
2669	Codfish Falls Road	293		
20	Middle Turnpike	386		
2766	Lynwood Road	16		
2650	Riverview Road	17		
2409	Davis Road	182		
2830	Storrs Road	1614		
2840	Chaffeeville Road	656		
1043	Stafford Road	169		
2668	White Oak Road	67		
2865	Charles Lane	83		
2631	Hillside Circle	10		
2871	Wormwood Hill Road	268		
2884	Ellise Road	54		
871	Hunting Lodge Road	34		
2916	Storrs Road	1156		
1247	Separatist Road	113		
2402	Baxter Road	21		
2962	Pleasant Valley Road	205		
2802	Wildwood Road	37		

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2012

PropID	Street	Bldg #	Unit #	Lot #
1344	Moulton Road	99		
1371	Middle Turnpike	47		
1551	White Oak Road	66		
1966	Moulton Road	93		
2226	Stafford Road	874		
2743	Warrenville Road	551		
2913	Candide Lane	12		
20	Middle Turnpike	386		
2520	Thornbush Road	115		
2980	Moulton Road	97		
1	Highland Road	50		
889	North Eagleville Road	441		
3096	Mansfield Hollow Road	9		
3033	Westwood Road	2		
3131	Middle Turnpike	49		
1309	Middle Turnpike	49A		
3174	Stafford Road	63		
3212	Wormwood Hill Road	644		
3127	Maple Road	48		
1478	North Eagleville Road	194		
3231	Middle Turnpike	708		
3247	Stafford Road	521		
3236	Maple Road	288		
3288	Quail Run	35		
3290	Highland Road	67		
3304	Coventry Road	281		
3311	Spring Hill Road	52		
3306	Browns Road	229		
3277	Warrenville Road	131		
2460	Hillside Circle	20		
3346	Farrell Road	49		
3406	Mulberry Road	52		

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2013

PropID	Street	Bldg #	Unit #	Lot #
1074	Moulton Road	141		
1705	Mountain Road	40		
2863	Warrenville Road	268		
3097	Old Colony Road	38		
3242	Storrs Road	635		
3359	Ridge Road	16		
3464	Maple Road	94		
977	Mansfield City Road	986		
3511	South Eagleville Road	164		
3477	Eastwood Road	3		
3316	Hillyndale Road	131		
290	Clover Mill Road	46		
291	Clover Mill Road	52		
3598	Meadowbrook Lane	10		
3189	Storrs Heights Road	53		
3599	Lodi Drive	42		
3617	Browns Road	242		
22	Middle Turnpike	472		
3691	South Bedlam Road	212		

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2014

PropID	Street	Bldg #	Unit #	Lot #
36	Baxter Road	51		
1133	Storrs Road	806		
1163	Storrs Road	871		
1345	Storrs Road	1188		
1898	Storrs Road	976		
2082	Gurleyville Road	398		
2197	Wormwood Hill Road	624		
3248	Storrs Road	1047		
3190	Storrs Heights Road	37		
3318	Eastwood Road	16		
3738	Puddin Lane	121		
3781	Storrs Road	1192		
3784	Depot Road	112		
3788	Woodland Road	384		
3304	Coventry Road	281		
3822	Dodd Road	24		
3826	Woods Road	40		
1857	Birchwood Heights Road	78		
3863	Meadowood Road	47		
1371	Middle Turnpike	47		
3875	Storrs Road	1824		
2502	Mansfield City Road	88		
3226	Hillyndale Road	57		
3913	Wilmington Hill Road	10		
3500	Flaherty Road	11		
1857	Birchwood Heights Road	78		
3926	Cedar Swamp Road	96		
3069	Mansfield City Road	86		
1163	Storrs Road	871		
1893	Birchwood Heights Road	44	A	2FD
3973	Puddin Lane	64		
3676	Middle Turnpike	396		
3200	Eastwood Road	17		

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December 4, 2014

Dear Town of Mansfield:

This year marks the fifth anniversary of the HUD-DOT-EPA Partnership for Sustainable Communities, a groundbreaking federal effort that has invested more than \$4 billion in over 1,000 forward-thinking communities across the country. As a member of the FY 2011 Sustainable Communities cohort, you share in the remarkable achievements of this Partnership and symbolize the promise of inclusive, sustainable, and resilient communities.

It is with great pleasure that we recognize the accomplishments of Mansfield Tomorrow under the HUD FY 2011 Community Challenge Planning Grant Program.

You and your FY 2011 peers have leveraged your grants to:

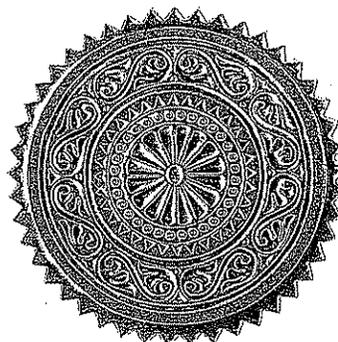
- Incorporate meaningful public and private participation into the community planning processes, engaging tens of thousands of residents and stakeholders in hundreds of public events including broad community needs and concerns in your activities and ensuring future implementation of your work;
- Confront challenges to equitable economic development. Over 75 percent of FY11 grantees dedicated their efforts to addressing income diversity; 40 percent focused on affordable housing preservation and reducing displacement risk from gentrification, and all regional grantees adopted a fair housing lens to their regional planning process;
- Employ cutting edge development strategies such as infill and mixed-use development to reshape landscapes in more than half of grantee projects;
- Build on local strengths. Nearly half of FY11 grants included a focus on the rural experience, an indicator that a collective impact strategy is universally valuable and can be tailored to diverse contexts;
- Fortify local collaborations. Many grantees worked to strengthen existing partnerships and align federal, state and local priorities and resources which will pay dividends far into the future; and
- Establish a roadmap to target new and existing resources. Though the ink is barely dry, FY11 grantees already have secured new resources and redirected existing ones to support the priorities and activities promoting in your plans.

We honor your achievements as you embark on the next phase of your work and we celebrate the innovations of the FY 2011 grantees. Your leadership of this visionary approach will build a lasting foundation for the resiliency and prosperity of your community. We look forward to continuing our partnership!

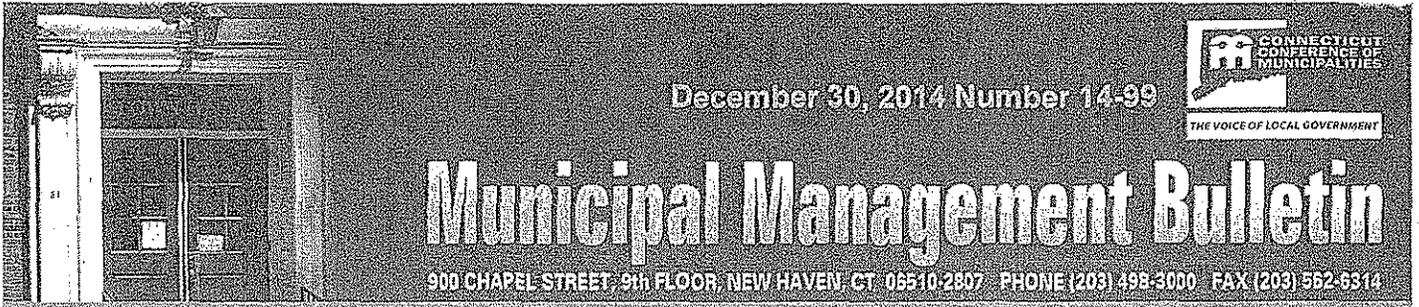
Cheers,

A handwritten signature in black ink, appearing to read "Harriet Tregoning".

Harriet Tregoning, Director  
Office of Economic Resilience



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**NEW SUPREME COURT RULING SUPPORTS  
TOWN OF ROCKY HILL & MUNICIPALITIES:**

*Rules private nursing home is not an arm of the State and  
is subject to local zoning and taxes — matter returned to Lower Court*

The Supreme Court ruled in a unanimous decision on Friday December 27, 2014 in favor of the Town of Rocky Hill that a private for-profit nursing facility is not exempt from local zoning requirements and is not exempt from local law as “*an arm of the state.*” CCM filed an amicus brief in support of Rocky Hill.

The Supreme Court ruled in *Rocky Hill v SecureCare Realty, LLC*, (SC 19275) (enclosed) that it disagreed with the Lower Court’s dismissal of Rocky Hill’s motion for declaratory and injunctive relief. This ruling by the Supreme Court supports Rocky Hill and CCM’s efforts to prohibit the operation of a nursing home facility for certain inmates of the State Department of Corrections and individuals under the care of the Department of Mental Health and Addiction Services, as it violated local zoning regulations.

The decision by the Court is a victory for the Town of Rocky Hill and for CCM members. As the ruling emphasized “that the extension of a state’s immunity to a private, for profit entity should be a rare occurrence”, and further stated that “our conclusion finds support in the decisions of other jurisdictions, which generally refuse to extend governmental immunity to private contractors, even when they are fulfilling important governmental functions.”

This ruling is a clear indication of the rights of towns and cities to establish local zoning authority, afforded by Sections 8-1 through 8-13a of the Connecticut General Statutes, unless expressly preempted by the Legislature. The ruling will also make the facility operated by SecureCare, LLC liable for the payment of local taxes and fines, which they had refused to pay.

This case has been remanded and may be considered for further proceedings according to law. CCM will continue to keep all municipal officials informed on this issue.

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If you have questions regarding this bulletin, please contact Randy Collins of CCM at [rcollins@ccm-ct.org](mailto:rcollins@ccm-ct.org) or (860) 707-6446.

Enclosure

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CONNECTICUT  
EMPLOYER SUPPORT OF THE GUARD AND RESERVE  
360 BROAD STREET  
HARTFORD CT 06105

December 3, 2014

Mayor Elizabeth Patterson  
4 South Eagleville Road  
Mansfield, CT 06268

Dear Mayor Patterson,

Every year, thousands of employers from across the nation pledge their support for servicemembers by signing an Employer Support of the Guard and Reserve (ESGR) Statement of Support. By signing a Statement of Support an employer:

- Fully recognizes, honors, and enforces the Uniformed Services Employment and Re-Employment Rights Act (USERRA)
- Provides managers and supervisors with the tools they need to effectively manage those employees who serve in the Guard and Reserve
- Appreciates the value, leadership, and unique skills servicemembers bring to the workforce and encourages opportunities to employ servicemembers and veterans
- Continually recognizes and supports our country's servicemembers and their families in peace, in crises, and in war.

Connecticut ESGR, through the Department of Defense, has made it a priority to see that each municipality signs a Statement of Support. Over the last decade, many of Connecticut's municipalities have signed year after year. By signing a Statement of Support, you show, not only your servicemember workforce that you support them, but also your residents that you stand behind their commitment to serve our great country.

Enclosed with this letter, you will find a fact sheet explaining the Statement of Support program in greater detail. Should you wish to sign a Statement of Support, you may fill in the enclosed card and mail back to us. It is preaddressed and stamped for your convenience.

Please consider supporting this important program and show our service men and women that Connecticut stands with them. For additional information or if you have questions, please contact Meghan Connors at [Meghan.Connors.ctr@ang.af.mil](mailto:Meghan.Connors.ctr@ang.af.mil). Thank you for your continued support.

Sincerely,

Ted C. Graziani, Chairman  
Connecticut Employer Support of the Guard and Reserve  
(860-810-4739)



# EMPLOYER SUPPORT OF THE GUARD AND RESERVE STATEMENT OF SUPPORT PROGRAM

The Statement of Support Program is the cornerstone of ESGR's effort to gain and maintain employer support for the National Guard and Reserve. The intent of the program is to increase employer support by encouraging employers to act as advocates for employee participation in the military. Employers signing a Statement of Support make the following commitments to their employees:

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- We will provide our managers and supervisors with the tools they need to effectively manage those employees who serve in the National Guard and Reserve.
- We appreciate the values, leadership and unique skills service members bring to the workforce and will encourage opportunities to employ Guardsmen, Reservists and Veterans.
- We will continually recognize and support our country's service members and their families in peace, in crisis and in war.

The first Statement of Support was signed on December 13, 1972 in the Office of the Secretary of Defense by the Chairman of the Board of General Motors. President Nixon was the first President to sign a Statement of Support, and in 2005 every Federal Cabinet Secretary and all Federal agencies signed a Statement of Support to signify their continuing efforts to be model employers.

Since its inception, hundreds of thousands of employers have signed Statements of Support, pledging their support to National Guard and Reserve employees.

To request your Statement of Support, please visit [www.ESGR.mil/SoS](http://www.ESGR.mil/SoS).



STATEMENT OF SUPPORT  
FOR THE GUARD AND RESERVE



AMERICA, INC.

We recognize the Guard and Reserve are essential to the strength of our nation and the well being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- We will provide our managers and supervisors with the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills Service members bring to the workforce and will encourage opportunities to employ Guardsmen, Reservists, and Veterans.
- We will continually recognize and support our country's Service members and their families in peace, in crisis, and in war.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Name  
Title



# RECOGNIZING OUTSTANDING SUPPORT

Employer support enhances retention rates in the Armed Forces and in the end, strengthens our national security. To recognize employers who support their National Guard and Reserve employees, ESGR promotes several recognition programs including:

- Patriot Award
- Above and Beyond Award
- Pro Patria Award
- Secretary of Defense Employer Support Freedom Award

**Patriot Award:** The Patriot Award honors individual supervisors for their support of Reserve Component employees. Nominations must be made by National Guard and Reserve Service members or their spouses. Nominated employers will receive a Patriot Award certificate and accompanying lapel pin. Please visit the ESGR website at [www.ESGR.mil/PA](http://www.ESGR.mil/PA) to request a Patriot Award for your supervisor.

**Above and Beyond Award:** The Above and Beyond Award is the second in a series of ESGR employer recognition awards. The awards are presented by ESGR State Committees and recognize employers at the state level who have gone above and beyond the legal requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

**Pro Patria Award:** The Pro Patria Award is presented annually by each ESGR State Committee to one small, one large, and one public sector employer in their state or territory who has provided exceptional support to National Guard and Reserve employees through their leadership practices and personnel policies.

**Secretary of Defense Employer Support Freedom Award:** The Secretary of Defense Employer Support Freedom Award is the highest recognition given by the Department of Defense to employers for their outstanding support of employees serving in the Reserve Components. Each year, National Guard and Reserve employees, or a family member acting on their behalf, have the opportunity to nominate their employer for the Freedom Award. ESGR State Committees review nominations and submit recommendations to advance to the next round in each of the three categories: small, large (500+ employees), and public sector. A national selection board comprised of senior Department of Defense officials and business leaders select up to 15 employers to receive the Secretary's prestigious award. More information on the Secretary of Defense Employer Support Freedom Award is available at [www.FreedomAward.mil](http://www.FreedomAward.mil).

ESGR DEVELOPS AND PROMOTES A CULTURE IN  
WHICH ALL AMERICAN EMPLOYERS  
**SUPPORT AND VALUE**  
THE MILITARY SERVICE OF THEIR EMPLOYEES.



Department of Defense Partnership of Programs

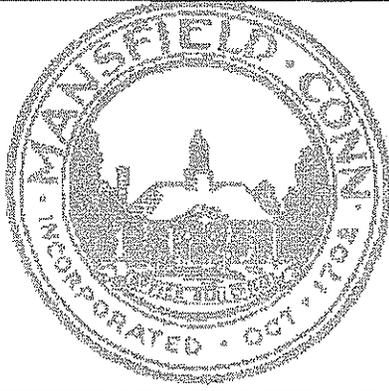


Supporting Reserve Component Members, Families and Employers

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[WWW.ESGR.MIL](http://WWW.ESGR.MIL) 1-800-336-4590  
FACT SHEET 6 / ESGR-EB130 / 10\_2013

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# THE MANSFIELD

## MINUTE

JANUARY 2015

[www.mansfieldct.org](http://www.mansfieldct.org)

- *Town Hall will be closed January 1st and 19th.*
- *Winter Parking Ban— don't park overnight on the street or in a municipal lot when it's snowing—you'll be towed!*
- *Winter Farmer's Market January 17 & 31, 3-5 PM at the Library.*

### Budgeting For Next Year

*The fiscal 15-16 budget process is fast approaching!*

Each year the Town prepares an operating budget and capital improvement program. The Town operates on a July 1—June 30 fiscal year. Most of the key dates in the Town's budget process will occur in late winter/spring 2015 for the July 1, 2015 – June 30, 2016 fiscal year. The Town budgets for its anticipated revenues and expenditures needed to provide services such as Pre K-12 education, fire and police protection, snow plowing, and the public library. The capital budget provides funding for projects such as road paving, drainage projects, and school building renovations.

- The Town Manager develops and proposes an operating and capital budget to the Town Council, usually in late March of every year.
- The Town Council then holds a series of workshops, hearings, and information sessions on the budget, adopting a budget annually in late April.
- Voters in Mansfield then vote on the submitted budget at the annual Town Meeting.
- The 2015 Town Meeting will be held on May 12, 2015 at 7 PM in the Middle School Auditorium.

Electors and citizens are encouraged to actively participate in the budget process by attending budget workshops, public information sessions and hearings, and voting at the annual town meeting. The Town records as many budget workshops and hearings as possible on its government access channel (Channel 191 for Charter subscribers) and on the Town's website (live streaming and archived footage for 30 days), [www.mansfieldct.gov/MansfieldTV](http://www.mansfieldct.gov/MansfieldTV).

In late March 2015 hard copies of the proposed FY 15/16 budget are distributed to

*Continued on page 2...*

SHARE YOUR THOUGHTS ON THE PROPOSED

# MANSFIELD TOMORROW

## Plan of Conservation and Development

View the plan online at [www.mansfieldtomorrow.com](http://www.mansfieldtomorrow.com).

Hard copies of the plan can be viewed at the Office of the Town Clerk, Mansfield Community Center and Mansfield Senior Center, or borrowed from the Mansfield Public Library.

### Community Information Meetings

PRESENTATION AND DISCUSSION OF PLAN

Thursday, January 15, 2015

7:00 p.m.  
Council Chambers  
Audrey P. Beck Municipal Building  
4 South Eagleville Road

*This meeting will be broadcast on Charter Cable Channel 191 and streamed live on-line at [www.mansfieldct.org](http://www.mansfieldct.org).*

Wednesday, January 21, 2015

2:30 p.m.  
Mansfield Senior Center  
303 Maple Road

Thursday, February 5, 2015

7:00 p.m.  
Mansfield Middle School Cafeteria  
205 Spring Hill Road

### Open House

INFORMAL DROP-IN EVENT, VIEW MAPS AND DISCUSS PLAN

Saturday, January 31, 2015

10 am - 12:30 pm  
Buchanan Center Auditorium  
Mansfield Public Library  
54 Warrenville Road

### Public Hearing

Monday, March 2, 2015

7:00 p.m.  
Council Chambers  
Audrey P. Beck Municipal Building  
4 South Eagleville Road

*The hearing may be continued to another date and time if there are more people present than can be heard prior to 11:00 p.m.*

Please call Project Manager Jennifer Kaufman at (860) 429-3015 x6204 with any questions.



Mansfield Tomorrow is a Town project funded by the U.S. Department of Housing and Urban Development (HUD) Office of Economic Resilience.

[www.MansfieldTomorrow.com](http://www.MansfieldTomorrow.com)  
Mansfield Tomorrow

Budgeting... cont. from pg. 1...

the following locations for public viewing:

- Town Clerk's Office,
- Community Center,
- Public Library,
- Senior Center.

The budget will also be available to view on the Town's website, [www.mansfieldct.gov/Budget](http://www.mansfieldct.gov/Budget).

### Property Tax Relief

Mansfield homeowners who are having a difficult time paying their property taxes may be eligible for property tax relief. Taxpayers that may be eligible for property tax relief include veterans, seniors, disabled persons, and farm owners. Information about tax abatement programs in Mansfield, including eligibility requirements, can be obtained by contacting the Assessor's Office at 860-429-3311 or on the web at [www.mansfieldct.gov/Assessor](http://www.mansfieldct.gov/Assessor).



### Water Project Update

*Notice of Tentative Determination Issued*

The CT Department of Energy and Environmental Protection (DEEP) has issued a Notice of Tentative Determination (NTD)

regarding the Diversion Application that CT Water and UConn jointly filed seeking approval for the delivery of water from CT Water to UConn and the Town of Mansfield.

The Notice reflects a finding by DEEP that the proposed diversion is necessary, will not significantly affect long-range water resources management, and will not impair proper management and use of the water resources of the State.

The request was consistent with the earlier Environmental Impact Evaluation, which concluded that the CT Water proposal was the most environmentally sound and economical alternative as well as being most consistent with the State Plan of Conservation and Development.

CT Water (CWC) will construct a pipeline from Tolland to Mansfield to provide additional supply for UConn and the Mansfield area. The NTD includes a list of conditions that would be required for the regulated activity under the permit.

### Opportunity for Public Input

Before making a final decision on the application, DEEP will consider written comments from interested persons. Written comments should be directed to Doug Hoskins, Bureau of Water Protection & Land Reuse, Inland Water Resources Division, Dept. of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127, or

may be submitted via email to [Douglas.Hoskins@ct.gov](mailto:Douglas.Hoskins@ct.gov) no later than January 15, and reference permit number DIV-201404187.

The Commissioner intends to waive the requirement for public hearing, but shall hold a hearing upon receipt of a petition as more thoroughly described in the notice.

For more information, please visit this [link](#) on [CTWater.com](http://CTWater.com) or contact CT Water: 1-800-286-5700.



### Volunteer Drivers Needed!

Did you know that we have a volunteer driver program here in Mansfield?! This is a FREE service to all residents. Mansfield Volunteer Senior Transportation provides time specific transportation to residents age 60 and over and those adults (18 years of age and older) who are receiving Social Security Disability benefits.

Volunteer Senior Transportation drivers use a town vehicle or his/her own automobile. A mileage reimbursement plan is available for drivers using their own vehicle.

Our services are available Monday through Friday 8:30AM to 4:30 PM and for travel in a 30-mile radius.

Transportation is not available on town holidays nor when the Senior Center is closed due to weather conditions.

If you are interested in volunteering or would like more information about the program, please contact Gianna Stebbins at 860/429-0262 x2.



Town Hall Hours:	
Monday	8:15-4:30
Tuesday	8:15-4:30
Wednesday	8:15-4:30
Thursday	8:15-6:30
Friday	8-12

## HOUSING CODE COMPLIANCE CERTIFICATES ARE NOW REQUIRED FOR MOST RESIDENTIAL RENTAL UNITS

The housing certificate program has now expanded and is in effect for most residential rental units town-wide. This promotes safe and sanitary conditions through set standards for residential dwelling units in all areas of the community and is no longer exclusive to certain portions of town.

A Housing Code Enforcement Officer inspects each property to determine its status in accordance with code criteria.

- If the property is serviced by private well and septic, the owner must provide a water test report conducted by a licensed laboratory within the past two years and proof that the septic system has been cleaned within four years.
- For certain properties, a detailed parking space site plan must be submitted, approved and be on file with the Building & Housing Inspection office.
- In the event violations are found upon inspection, a notice is sent of such and time is given to address issues.
- Once utilities, facilities and other aspects associated with the unit have been approved, a Certificate of Compliance will be issued after payment of certificate fees.
- Rental dwelling units are subject to certification processing every two years.

A code compliant rental environment not only protects the interests of both landlords and tenants, but also serves to benefit the community and improve quality of life for all stakeholders. For additional information regarding the Housing Code, refer to the Town website, [www.mansfieldct.gov](http://www.mansfieldct.gov).

### Cinderella

E.O Smith High School's Drama Club will enchant people of all ages with its upcoming production of Rogers and Hammerstein's Cinderella. Directed by Lenore Grunko with music direction by Ken Clark, the show will run on Friday, Jan. 30, at 7:30 PM, Saturday, Jan. 31, at 2 PM and 7:30 PM, and Sunday, Feb. 1, at 2 PM. All shows will be in the high school auditorium.



Tickets are \$12, or \$10 for seniors and students. Please contact (860) 429-2179 or [eosmithdramaclub@gmail.com](mailto:eosmithdramaclub@gmail.com) for advanced reservations and weather-related information.

## Welcome New Town Staff

Welcome to our new and recently promoted staff:

*Alix Moriarty* has been promoted to a part-time Supervisor with the Parks and Recreation Department. Alix has been serving as a senior lifeguard with the department and is also a volunteer Firefighter/EMT.

*Walker Higgins* has been appointed to a Laborer position with Public Works. Walker recently completed an associate's degree in automotive technology and had been a seasonal laborer with our DPW Department.

*Jason Chilly* has been hired as a part-time Firefighter/EMT with Fire and Emergency Services. Jason has been a volunteer firefighter with the Chaplin Fire Department since 2010.

*Ana Zeller, RD*, has been appointed to the Eastern Highlands Health District as their new Community Health and Wellness Coordinator.

## POP!!! Power of Play returns!



Two fun workshops sponsored by the Library, Mansfield Advocates for Children (MAC) and the Mansfield Discovery Depot.

### ParentPOP

Saturday, January 17

10 AM- Noon in the Buchanan Auditorium, MPL  
Please sign up in advance.

Parents, how fluent are you in the language of play? Find out at this fun and interactive program that invites you to explore movement and body language to improve self-expression and communication. Learn how play can be used as an effective tool to enhance family connections. Child care will be available in the Library during this program. To sign up, drop in or call the Library (423-2501), or email Sara Anderson at [andersonsd@mansfieldct.org](mailto:andersonsd@mansfieldct.org).

### KidPOP

Friday January 23

6:00-7:00 PM in the Buchanan Auditorium, MPL  
All ages welcome, no registration necessary.

Calling all families...come play with us! KidPOP is an exciting event designed to help families explore the power of play together. Jeff Smithson will lead parents and kids on an active, inquisitive journey that is designed to encourage families to find new ways to communicate while using the language of play. Enjoy lots of laughs and plenty of surprises in an evening full of physicality and fun. For more information about Jeff, check out [www.proponentofplay.com](http://www.proponentofplay.com).



# January Events and Activities in Mansfield



## Parks and Recreation

### Open House

December 28—January 3  
at the Community Center.

Free classes and demonstrations,  
free child care.

Chance to win a free 3 month  
membership or personal training  
package...and FREE use of all  
the facilities. There will also be  
open house week membership  
specials. Call (860) 429-3015 for  
more information.

### Winter Family Fun Nights!

Saturday, Jan. 3, 4:30-7:30 PM  
Saturday, Jan. 24, 4:30-7:30 PM  
at the Community Center.

Giant inflatables, ping pong, tot  
toys, puzzles, open gym & more!  
No registration is required.

### Free Mansfield Day

Saturday, Jan. 17, 4:30-7:30 PM  
Have you been

wondering what all the  
excitement is about at the  
Mansfield Community Center?  
Well, if you're a Mansfield  
resident you can find out for  
FREE.

### Parent's Night Out

Saturday, Jan. 17, 3:30-7:30 PM  
Drop the kids off for some  
supervised fun. Pizza and drinks  
will be served.

\$20 for Mansfield residents,  
\$30 for non-residents.

## Mansfield Public Library



### Friends Book Sale

Saturday, Jan. 10,  
9 AM - 4 PM

The Friends are holding  
a one day sale in the  
Buchanan Auditorium.  
Pick up some books to  
read for when we get  
that snowy day!

### Organizing 101: How to Organize Your Space, Your Time and Your Life

Saturday, Jan. 17, 2015, 2-3:30 PM  
Presented by Corina Torrey.

The holidays are over and it's time  
to get your life and house in order!  
Join us for an informative work-  
shop to get you started. Topics  
covered include the 5 step process  
that will take you from a state of  
clutter and chaos to a state of order  
and functionality. Free.

### After School Winter Crafts

Tuesday Jan. 20, 4:00-5:30 PM  
All ages welcome

Celebrate the beauty of a winter  
landscape. We'll read the book  
*Winter Trees* by Carole Gerber, and  
then make winter tree pictures  
using watercolors, tissue collage,  
chalk and more.

### Sprucing Up The Library

The library will be closed for  
maintenance from January 5-7.  
Stop in ahead of time to pick up  
everything you need.

And remember, we don't charge  
fines while the library is closed. So  
don't worry about returning  
anything on those days.

## Mansfield Senior Center

### Herrmman Blood Pressure Clinic

Wednesday, Jan. 7, 11:30 AM  
This clinic is available to those 55  
years of age and older on a first  
come first serve basis. Free.

### Estate Planning Workshop

Wednesday, Jan. 7, 1 PM

Eric Judge, Financial Planner and  
Attorney Laurel Mangan will ex-  
plore why it's important to have a  
health care directive, a Will, pow-  
er of attorney and trust.

### Estate Planning, Part 2

Wednesday, Jan. 14, 1 PM

Learn the basics of preparing your  
estate plan:

Beneficiary designation, Wills,  
Trusts, Tax information, and  
Life Insurance.

Call 860-429-02962 ext 1.

### FoodShare Distribution

Thursday, Jan. 8 & 22, 11:30.

### UConn Tailgate Party!

Sunday, Jan. 25, 2:30 PM

Women's Huskies vs. Cincinnati  
Bearcats. Enjoy the 3 PM game  
and feast on Nachos, Pretzels,  
Hot Dogs and Dairy bar Sundaes.

### Senior Van Trips

Call 860-429-0262 ext. 0  
for more information and to  
register for these popular trips.

*Wednesday, Jan. 14*

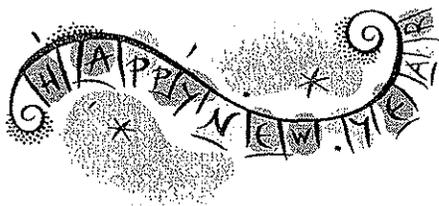
Trash Museum and Lunch.

*Friday, Jan. 23*

Ballard Puppet Museum and  
Lunch. Museum admission free.

*Wednesday, Jan. 28*

Uncommon Kitchen.



Town of Mansfield, Connecticut  
Audrey P. Beck Municipal Building  
4 South Eagleville Road, Mansfield, CT 06268  
mansfieldct.gov 860.429.3336

