



**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
MONDAY, November 10, 2008  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.**

**AGENDA**

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ROLL CALL	
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2. Community/Campus Relations (Item #2, 10-27-08 Agenda) (No Attachment)	
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**OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL**

**FUTURE AGENDAS**

**EXECUTIVE SESSION**

**ADJOURNMENT**

REGULAR MEETING-MANSFIELD TOWN COUNCIL

October 27, 2008

**DRAFT**

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

I. ROLL CALL

Present: Clouette, Duffy, Haddad, Koehn, Nesbitt, Paterson, Paulhus, Schaefer

Excused: Blair

II. APPROVAL OF MINUTES

Mr. Clouette moved and Mr. Haddad seconded to approve the minutes of the October 14, 2008 meeting as corrected. The motion passed unanimously. Mr. Haddad moved and Mr. Nesbitt seconded to approve the minutes of the October 16, 2008 Special Meeting as presented. Motion passed with Ms. Duffy abstaining. Mr. Clouette moved and Mr. Nesbitt seconded to approve the minutes of the October 20, 2008 Special Meeting as presented. Ms. Koehn objected and stated that when she checked the Town website the aforementioned meeting was listed as cancelled. Ms. Koehn asked Council members not to approve the minutes and stated that she was denied participation in the meeting and would be filing a complaint with the Freedom of Information Commission. The motion to approve the minutes passed with all in favor except Ms. Koehn who voted nay and Mr. Haddad who abstained. The Town Manager will look into the web posting of the notice of the meeting.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Hal Abramson, Wormwood Hill Road, expressed his concerns regarding parking and voter access for the Presidential Election at Buchanan Center. He asked why the polling location was changed from Southeast School and expressed regret that the students are not exposed to the potential civic lessons voting in the school afforded. The Town Clerk listed the steps the Registrars of Voters have taken to mitigate parking congestion.

Carol Pellegrine, Clover Mill Road, itemized a number of issues of concern regarding voting at Buchanan Center including, parking and traffic, the location's size and accessibility for movement and privacy booths and the lack of adequate phone connections. She suggested an in service day would allow voting in the schools. Ms. Pellegrine also urged the Council to proceed cautiously with the Storrs Downtown project in these uncertain economic times.

Kathleen Krider, Director of the Mount Hope Montessori School, read a statement regarding the proposed CL&P changes to the high voltage lines through the Town. Statement attached.

Mike Sikoski, Wildwood Road, agreed with the comments made regarding the District 3 voting location and said he too noticed that there was a mistake on the website. The Executive session cancelled but on the website it was noted that the meeting in question was cancelled.

IV. TOWN MANAGER'S REPORT

Report attached.

Mr. Haddad moved and Mr. Paulhus seconded to move Item #5, WINCOG Strategic Plan, as the next item of business. Motion passed unanimously.

V. OLD BUSINESS

1. Issues Regarding the UConn Landfill

Town Manager Matt Hart reported that even though the landfill has been closed the Town Council would continue to receive monitoring reports. Mayor Paterson participated in the opening of the Hillside Environmental Education Park, formerly the landfill, which includes student project areas and extensive walking trails. The Mayor noted that this park is an excellent example of the Town, University and citizens working together for the greater good.

2. Community/Campus Relations

Dave Dagon, Fire Chief; John Jackman, Deputy Chief/Director of Emergency Management; and Sgt. Brian Kennedy, Sgt.; James Kodzis, and Lt. Francis Conroy of the Connecticut State Police presented the Spring Weekend 2008 Report. Mr. Jackman outlined the parameters of the report noting that in addition to a chronology of events the report contains data on staffing cost, fire and medical operations, and recommendation and observations.

Mayor Paterson complimented the staff on the report and asked that the departments and organizations from other towns that participated be mentioned and that the effort of the students to make Spring Weekend a safer event also be noted. The Mayor requested the finished report be forwarded to the UConn Board of Trustees with a short summary indicating what is not included.

Mr. Nesbitt requested an average cost for transport to local hospitals be included as a cost in the report. Ms. Koehn asked the information be formatted on a spreadsheet to make it easier to compare statistics from year to year. The Town Manager noted this information was distributed in April and will be included in the report as an appendix.

Council members discussed various approaches to the issues of Spring weekend including Wednesday night parties in neighboring towns, the need to support non-disruptive activities offered by UConn student groups and the need to support the Town Manager's observations and goals as laid out in his report to the UConn Board of Trustees. Council members agreed that it is important to take advantage of the opportunity presented

by the Board of Trustees' formation of a subcommittee on Spring Weekend.

3. Community Water and Wastewater Issues

No report

4. Mansfield 2020: A Unified Vision

By consensus the Council agreed to put off discussion of the Mansfield 2020: A Unified Vision until the next meeting.

VI. NEW BUSINESS

5. WINCOG Strategic Plan

Mark Paquette, Executive Director of the Windham Region Council of Governments (WINCOG) summarized the mission and activities of WINCOG and described current initiatives including the WINCOG Strategic Plan and issues of regionalization. Statement attached. Mr. Paquette asked Town Council members to review the previously distributed Strategic Plan and contact him with any questions or suggestions.

6. CL&P Interstate Reliability Project

Council members discussed the commenting process and the timing of those comments. They also discussed the possibility of mitigating options and the opportunity for a regional stance. Members agreed that a workshop starting at 6:00 p.m. on November 11<sup>th</sup> would be used as an opportunity for CL&P to respond to the questions and comments of the advisory committees, the affected residents and regional concerns. Gregory Padick, Director of Planning, agreed to pass on comments from the affected parties to CL&P and asked Council members to forward any questions to him. The 36 affected property owners will be apprised of the meeting.

7. Town Council Meeting Schedule for 2009

Mr. Paulhus moved and Mr. Schaefer seconded effective October 27, 2008, to adopt the Town Council Meeting Schedule for 2009, as presented by the Town Clerk.  
Motion passed unanimously.

8. Town Manager's Compensation

Mr. Haddad moved and Mr. Paulhus seconded to approve the following adjustments to the Town Manager's compensation package, retroactive to July 1, 2008: 1) increase the Town Manager's annual salary by 3.5%

and 2) increase the amount of the Town Manager's health insurance cost share to 14% of premium.

Motion passed unanimously.

VII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

VIII. REPORTS OF COUNCIL COMMITTEES

Mr. Haddad will schedule a meeting of the Personnel Committee to review the draft goals of the Town Manager.

Ms. Duffy reported since Mr. Clouette has recused himself from involvement in the Four Corners Sewer Project that unless Council members objected she and Mr. Nesbitt would interview volunteers. Council members were in agreement with the approach.

IX. REPORTS OF COUNCIL MEMBERS

Ms. Koehn announced the arrival of a new granddaughter, Autumn.

X. PETITIONS, REQUEST AND COMMUNICATIONS

9. CCM Candidate Bulletin: "Municipal Revenue Diversification and the Real Estate Conveyance Tax"
10. CCM Candidate Bulletin: "The Decline in Non-education and State Aid to Cities and Towns"
11. CCM Environmental Management Bulletin: New Guides Available to Assist Municipalities
12. CCM Environmental Management Bulletin: "Winter Highway Maintenance Alternatives Can Save Money and the Environment"
13. CCM State Regulatory Bulletin: "Municipalities Able to Challenge AT&T Cable Boxes"
14. CT Department of Transportation re: Federal Highway Safety Program
15. CT Department of Transportation re: Town Aid Road Grants
16. M. Hogan re: Appointee to Committee on Community Quality of Life
17. R. Miller re: UConn Compost Facility Open House
18. G. Padick re: FY 2009 Grant Application, Lower Natchaug River Water Quality Improvement
19. H. Raphaelson re: Parking Issues at District 3
20. The Chronicle, "Mansfield Council Approves Building Fee Hikes" – October 15, 2008
21. The Chronicle, "Council OK's Condo Septic System Fix" – October 15, 2008
22. The Chronicle, "Relay Walker's Aim to Stomp Out Cancer" – October 16, 2008
23. The Chronicle, "New Compost Sites Revealed" – October 16, 2008

24. The Chronicle, "UConn Students Take Aim at Sexual Assault" – October 16, 2008
25. The Chronicle, "Surviving Cancer, One Step at a Time" – October 20, 2008
26. The Chronicle, "Nanobionics is a Bid Deal at UConn" – October 21 2008
27. Town of Windham Water Works, Drawdown for Willimantic Reservoir

XI. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Rick Hossack, Middle Turnpike, urged the Council to communicate more with the public regarding the Downtown Partnership. He also urged members to lower his taxes.

XIII. FUTURE AGENDAS

Mayor Paterson will announce the Town Council members of the Community Quality of Life Committee at the next meeting.

Mr. Clouette requested that after the election the Council meet with the Registrars of Voters to discuss the District 3 polling location.

XII. EXECUTIVE SESSION

None required

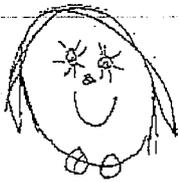
XIII. ADJOURNMENT

Mr. Paulhus moved and Ms. Duffy seconded to adjourn the meeting at 9:50 p.m.

Motion passed unanimously

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk



## Mount Hope Montessori School

48 Bassetts Bridge Road PO Box 267

Mansfield Center, CT 06250

(860) 423-1070

[mthopemontessori@snet.net](mailto:mthopemontessori@snet.net)

Web Site: [mthopemontessori.com](http://mthopemontessori.com)

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October 23, 2008

Elizabeth C. Paterson, Mayor  
Mansfield Town Council  
Audrey P. Beck Municipal Building  
4 South Eagleville Road  
Mansfield, CT 06268

I am writing on behalf of Mt. Hope Montessori School and its Board of Directors. As you know, CL&P is proposing to build a second set of high voltage lines through the Town. A half-mile section of these lines will be within 215 feet of Mount Hope's front door. At this time, I ask that you consider the potential impact this project could have on the well being of the School.

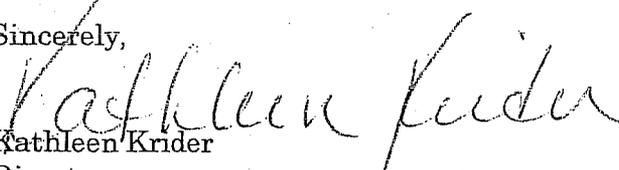
Many of you are aware of Mt. Hope's history in the Mansfield community. Currently, we are enjoying our 48<sup>th</sup> year of continuous operation, making us one of the oldest Montessori schools in the country. In 1974 the school established itself in its current location on Bassetts Bridge Road. Many, many children have started their education here, and it is our expectation that we will continue to do so for future generations.

Our belief is that should CL&P proceed with the currently proposed route, it will be extremely difficult, *if not impossible*, to remain the desirable institution we have become. It is hard to imagine prospective families choosing to send their children to our school when a large scale, high-voltage, electrical construction project is taking place right outside our door. We will, in the span of one short year, cease to exist.

We realize CL&P has the right to proceed with this project as planned. We are also aware that opposing it raises other disquieting concerns. The Board and Staff of Mt. Hope, while not wanting to relocate, are willing to explore that possibility. We realize that may be the only viable option for our continued existence. We are willing to work with CL&P to achieve a desirable outcome for all, and we respectfully request the Town's support as we move forward.

If it is not possible to oppose the project outright, then we ask that the Town Council make it clear to CL&P Project Managers that Mount Hope matters. They need to know that we are an integral part of Mansfield's excellent early childhood educational offerings and we ask that every effort be made to ensure our continued success. Thank you.

Sincerely,

  
Kathleen Krider  
Director

October 27, 2008

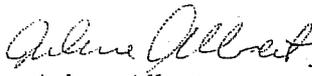
Town Council  
Town of Mansfield

We are residents of Mansfield whose house is adjacent to the CL&P right-of-way in which the expansion of capacity for transmission of electrical power is proposed. We oppose this expansion for the following reasons:

1. Blasting for installation of new towers may damage our well water supply;
2. An additional set of power lines will lead to extensive environmental damage from tree removal;
3. Asthetics degradation due to construction will lead to reduction in property values;
4. The damage to Mansfield is not compensated by any benefit to Mansfield since the lines are only for delivery to distant locales;
5. Building two lines adjacent to each other to satisfy regulations for redundancy fails the purpose of those regulations since the sources of such potential damage would impact both transmission lines.

We therefore ask that the Town of Mansfield oppose this expansion .

Sincerely yours,

  
Arlene Albert        
Philip Yeagle  
466 Bassetts Bridge Road  
Mansfield Center, CT 06250

**Town Manager's Office  
Town of Mansfield**

# Memo

To: Town Council  
From: Matt Hart, Town Manager  
CC: Town Employees  
Date: October 27, 2008  
Re: Town Manager's Report

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Below please find a report regarding various items of interest to the Town Council, staff and the community:

- *Board of Ethics* – the Board of Ethics has now met a few times, and has selected Mr. Michael Sikoski as chair. The board is now reviewing the town's ethics ordinance, and may present the Town Council with some recommended amendments. Similarly, the Ethics Board is reviewing its complaint procedure for possible updates. Maria Capriola and I have been attending these meetings to facilitate the work of the board.
- *Four Schools Renovation Project* - on behalf of the Mansfield School Building Committee, I would like to invite you to attend a special meeting/workshop scheduled for **6:30 PM, Monday, November 17, 2008, at the Mansfield Middle School cafeteria**. The purpose of the meeting will be to provide the Town Council and the Board with an update regarding the status of the Four Schools Renovation Project, and to solicit your guidance regarding next steps. Rick Lawrence and his architect/engineering team will facilitate the discussion. We are at an important stage in the project, and need some direction from our policymakers as to how we move forward.
- *Legislative Issues/Program* – staff has begun work on a Proposed Legislative Program for 2009, which will present to the Town Council for your review and consideration. As we have in years past, we will invite our State Representative and State Senator to attend a council meeting to review the program and other legislative issues of importance to the town. Also, Jeff Smith, the Mayor and I met recently with Representative Merrill to discuss a few key items, primarily state aid to cities and towns.
- *Mansfield Middle School Fuel Conversion Project* – I would like to alert you to a few issues regarding the fuel conversion project. In November 2006, our voters approved a bonding resolution for \$3,800,000 for this project, with the understanding that the State Department of Education would provide a grant for approximately 73 percent of the total cost. In May 2007, the state legislature approved the project. The town then commenced a fairly exhaustive study to look at alternatives to fossil fuel, and our consulting engineers ultimately determined that natural gas was the best option from an environmental and financial perspective. With this decision, we added a second phase to the project – the extension of a natural gas line from Maple Road to the middle school.

We have just bid the project and are looking at a sizable shortfall in funding. Consequently, at your next meeting, staff and the building committee will present you a recommendation as to how to fund the gap and move the project forward.

- *Storrs Center Update* - A significant new development for Storrs Center was announced with the retention of Cushman & Wakefield of Hartford as the commercial leasing representative for the project. LeylandAlliance, the Master Developer for Storrs Center, has engaged Cushman & Wakefield to work with Live Work Learn Play, its retail and commercial development and marketing consultants, on the leasing



# WINDHAM REGION COUNCIL OF GOVERNMENTS

Chaplin Columbia Coventry Hampton Lebanon Mansfield Scotland Willington Windham

## Summary Sheet

- Regional Land Use Planning for 9 towns (regional planning commission. Consists of one member from each town's planning commission + alternate)
- Regional Homeland Security (oversee \$1 million, 43 town/2 tribal nation, HS Regional Collaboration Grant)
- Regional Transportation Planning (rte 32 corridor study with SCCOG, safe routes to school)
- Technical Assistance to Towns (examples: plans of C&D, mapping requests, GIS assistance, web page creation, grant applications, other assistance to the 9 towns)
- Statewide Planning Initiatives (bike/ped plan, greenway council)
- Regional Housing Issues (10 year plan to end homelessness, affordable housing)
- Regional Sharing Initiatives

### Current Initiatives:

- Regional Performance Incentive Grant Awarded (\$ 413,000) for 3 Projects
  - Enhance **WINCOG GIS** capabilities (updated equipment, create regional GIS website, digitize and collect parcel maps, provide additional GIS services to towns)
  - Share **Trail Maintenance Equipment** amongst 10 towns to maintain 47 miles of Rail Trails in area. Grant purchases several pieces of equipment and creates sharing agreement amongst towns
  - Creation of **Regional Economic Development Plan**. WINCOG has selected AKRF, Inc to spend the next year developing this plan. Deliverables include creation of the plan, hosting a regional forum, creation of marketing kit for a particular parcel in each of the nine towns, meeting with each towns officials and infrastructure inventory of the region
- Regional Land Use Plan
  - Currently being updated by the **Regional Planning** Commission and important that you comment on it.
- Smart Growth
  - State Legislature has several active subcommittees' to advance the idea of **smart growth** on a regional basis. WINCOG is active in the Regionalism Subcommittee.
- WINCOG Strategic Plan
  - WINCOG has engaged the services of Lyle Wray (CRCOG Exec Director), and Associates. Four specific sessions were held over the last 10 months to create a **Strategic Plan for WINCOG** (see our website for a full Draft copy: [www.wincog.org](http://www.wincog.org))
  - Four key issues emerged as priorities from this board driven process;
    - **GROW SMART – Responsibly Manage Regional Growth**
      - To achieve and maintain a sustainable high quality of life consistent with the region's valued unique rural character
    - **GROW STRONG – Generate Economic Development That Is Strategic and Purposeful**
      - To enjoy a strong and expanding regional economy built on this region's unique strategic assets and history
    - **GROW EFFICIENT – To Provide Quality and Affordable Municipal Services In the WINCOG Region**
      - To build on shared ("regionalized") delivery of selected municipal services to produce cost-effective, high quality, well-regarded, and highly valued services for the region's residents and taxpayers
    - **GROW CAPACITY – Assure WINCOG's Capacity to Meet the Needs of Its Members and the Region**
      - WINCOG will be a state-of-the-art council of governments entity in the Windham region to meet the needs of members and regional residents

Please send comments/suggestions to: Mark Paquette, Executive Director. [director@wincog.org](mailto:director@wincog.org)

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant to Town Manager  
**Date:** November 10, 2008  
**Re:** *Mansfield 2020: A Unified Vision*

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**Subject Matter/Background**

In regards to the Town Council's continued review of *Mansfield 2020: A Unified Vision*, I have attached a proposed resolution from Council member Koehn to establish a Town Council Sustainability Committee. As I mentioned during the recent discussion of the proposal to create an Economic Development Advisory Committee, the question of whether to establish the proposed new committees is a policy matter. However, in its deliberations I would encourage the Council to be mindful of staffing and other resources, and administrative matters such as committee assignments. Related to this point and to promote effectiveness, I would recommend that any new committee approach the issue of environmental sustainability in a concerted and focused manner, along the lines of what we are doing with economic development and the Four Corners Sewer Study Advisory Committee. As an example, an initial assignment for a committee could be to assist with the development of policy, principles and practices designed to reduce the organization's carbon footprint and to promote energy conservation.

Also, I have met with key staff involved in the Mansfield 2020 process, and we have some recommendations to facilitate the Council's continued review of the strategic plan. Based upon the discussion at our recent Council workshop, staff's understanding is that we will refer the vision points and action plans to various advisory committees and other entities for review and consideration. The committees will conduct this review particularly with respect to the components of sustainability, regionalism and resource allocation. We will also ask how the committees might enhance and prioritize the action plans, and how the plans comport with their existing priorities. In order to move the process along in a timely manner, I would provide the advisory committees with an expected timeframe for this review.

Following the advisory committee review of the action plans and related reports to the Town Council, staff suggests that the Council consider formal adoption or acceptance of Mansfield 2020. This step would be important, in staff's view, to add credibility to the strategic plan as a policy document.

**Attachments**

- 1) Proposed Resolution to Establish a Town Council Sustainability Committee

A Resolution ESTABLISHING A TOWN COUNCIL SUSTAINABILITY COMMITTEE

WHEREAS, the Town of Mansfield is a signatory to the Mayor's Initiative on Climate Change and has undertaken other initiatives to preserve the environment; and

WHEREAS, the Strategic Visioning Conference, Mansfield 2020-A Unified Vision, defined sustainability as meeting the needs of current and future generations through the integration of environmental protection, conservation, community organization and economic prosperity; and

WHEREAS, the Strategic Visioning Conference, Mansfield 2020-A Unified Vision, set a goal of reducing carbon emissions attributed to the municipal sectors of the Mansfield by 20 percent by 2010; and

WHEREAS, the Strategic Visioning Conference, Mansfield 2020-A Unified Vision, identified sustainability as a fundamental governing principle; and

WHEREAS, the Town anticipates the development of other goals to address aspects of sustainable development in the future;

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Mansfield that a permanent TOWN COUNCIL SUSTAINABILITY COMMITTEE be established.

BE IT FURTHER RESOLVED that the TOWN COUNCIL SUSTAINABILITY COMMITTEE be composed of two Council members, the Town Manager, a representative of the Mansfield Public Schools, a representative of Regional School District 19, a representative of the University of Connecticut, two town staff members, and that three citizens be chosen to represent environmental protection, economic vitality and social justice, in the context of environmental sustainability.

BE IT FURTHER RESOLVED that the TOWN COUNCIL SUSTAINABILITY COMMITTEE be charged with maintaining a general overview of the sustainability of the Town, to specifically include the following responsibilities:

- Provide guidance and proposals to the Town Council regarding sustainability principles to be adopted by the Town Council or to be administratively implemented;
- Monitor implementation of principles and policies as adopted by the Town Council and administrative programs, and report to the Town Council annually;
- Coordinate and collaborate with Town boards and commissions, organizations, regional and state agencies to advance sustainability principles, plans, and policies established; and
- Seek information from other organizations to aid in the development of strategies, programs and initiatives that will further the sustainability goals established by the Council by policy or budgetary support of administrative programs.

This 10th day of November 2008.



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant to Town Manager; David Dagon, Fire Chief  
**Date:** November 10, 2008  
**Re:** Recognition of Performance of Citizen CPR

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**Subject Matter/Background**

On September 28, 2008 at 11:04am the Mansfield Fire Department (MFD) was dispatched for a call for service to 549 Storrs Rd (First Congregational Church, Mansfield Center) for an unconscious person. Upon signing on the air to respond, units were advised that a second call had been received from the facility advising that the person in question was now in cardiac arrest.

Upon arrival personnel found the patient to be conscious and breathing. The patient was evaluated by MFD EMTs and the Windham Hospital Para-Medic and transported to Windham Hospital. Deputy Chief Jordan was advised by members of the congregation that three individuals had come to the aid of the patient and had performed CPR and converted the Cardiac Arrest. The names of the three citizens involved were Ava Little of Mansfield, Mark Phelps of Windham Center, and Gail Marks of Windham Center.

There are a couple of items that should be noted; all three individuals were trained in CPR, they performed the skill for about three minutes before converting the patient, and personnel from WCMH advised that had the intervention not taken place the patient would have not survived.

Mansfield Fire and Emergency Services believes that the three citizens mentioned above should be recognized for their efforts, and requests and opportunity to do so at Monday's Council meeting.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *M.H.*  
**CC:** Maria Capriola, Assistant to the Town Manager; David Dagon, Fire Chief  
**Date:** November 10, 2008  
**Re:** Swearing in of Fire Captain

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**Subject Matter/Background**

I am very pleased to inform you that Mr. Uri Lavitt has been promoted to the position of Fire Captain. At Monday's meeting, we plan to appoint Mr. Lavitt and to swear him in under his new title.

Uri Lavitt is a full time career firefighter having served 15 years with the Mansfield Volunteer Fire Company and the Mansfield Fire Department. Captain Lavitt placed first on the competitive testing for the fire captain position. Captain Lavitt is certified as a Fire Service Instructor, and Fire Officer II and has consistently availed himself of training opportunities that enhance his ability to provide fire and emergency services to the community.

I would like to congratulate Captain Lavitt upon his accomplishment, and to acknowledge his service to the town. I respect his commitment to our community, and the skills and talents that he brings to our organization. I am confident that he will do an excellent job in his new role with Mansfield Fire and Emergency Services.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant to Town Manager  
**Date:** November 10, 2008  
**Re:** Successor Collective Bargaining Agreement with UPSEU/COPS (Police)

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**Subject Matter/Background**

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

The highlights of the tentative agreement are as follows:

- Duration – the duration of the proposed agreement is three years (July 1, 2007 – June 30, 2010).
- Health insurance – Plan design changes (i.e. increased co-pays) were negotiated for the PPO and POS. The Century Preferred PPO and the Bluecare POS are identical to what most employees have in place now. Employee cost shares are increased as follows:

	<u>'07-08</u>	<u>'08-09</u>	<u>'09-10</u>
	<b>Effective April 1, 2008</b>		
POS Emp. Share	9%	10%	11%
PPO Emp. Share	12%	13%	14%

- Retirement – under the tentative agreement, the town's contribution to retiree health insurance purchased through the town would increase as follows:

<u>'07-08</u>	<u>'08-09</u>	<u>'09-10</u>
\$195/mo	\$210/mo	\$225/mo

Employees retiring within 6 months of execution of the contract are eligible for a \$15,000 payment to a retiree health savings account (RHS) account to assist with medical expenses. There is one employee who would be eligible for this benefit.

- Wages – to offset some of the cost share and co-pay increases to the health insurance plans, the town has tentatively agreed to wage increases as follows:

<u>'07-08</u>	<u>'08-09</u>	<u>'09-10</u>
3.5% increase	3.5% increase	3.25% increase

A 3.5% wage increase is consistent with wage increases awarded to members of the Fire, Public Works, and Professional and Technical bargaining units and non-union personnel for fiscal years 2008 and 2009. CBAs for other units are not yet negotiated for fiscal year 2010.

3.5% is less than the current CPI for the Northeast region, which is currently running at 4.9% over September 2008.

### **Financial Impact**

Staff estimates the value of the package to be \$358,937 in year one, \$153,166 in year two, and \$89,019 in year three, totaling \$601,122 during the three year duration of the contract. Decreases in years two and three are primarily driven by resignations and retirements. The value of the package was determined based on wages (including overtime, longevity, holidays, etc.), various health insurance costs, various retirement related expenses, long-term disability insurance (LTD), short-term disability insurance (STD), life insurance and workers compensation premiums, and clothing allowances. A summary spreadsheet is attached itemizing the value of the package.

### **Recommendation**

Staff recommends that the Town Council authorize the Town Manager to execute the proposed successor collective bargaining agreement. We believe that the proposed agreement represents a fair and equitable package.

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

*Move, effective November 10, 2008, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield and UPSEU/COPS Unit 16 (Police) which agreement shall enter into effect retroactive to July 1, 2007 and expire on June 30, 2010.*

### **Attachments**

- 1) Summary of Costs FY 2008- FY 2010
- 2) Tentative Agreement Package - Successor Collective Bargaining Agreement

## Police Wages and Benefits FY '08-10

	<b>Fiscal Year 2008</b>	<b>Fiscal Year 2009</b>	<b>Fiscal Year 2010</b>	<b>3 Year Total</b>
Salaries	\$224,300	\$95,096	\$60,486	\$379,883
Longevity	\$1,800	\$900	\$0	\$2,700
Overtime & Private Duty	\$40,224	TBD	TBD	\$40,224
Health Insurance (town share)	\$27,570	\$22,421	\$16,253	\$66,244
Health Retirement Buyout	\$15,000	\$15,000	\$0	\$30,000
Retirement (MERS)	\$18,643	\$6,720	\$4,234	\$29,596
Social Security	\$16,512	\$5,952	\$3,750	\$26,214
Medicare	\$3,862	\$1,392	\$877	\$6,131
Life Insurance	\$768	\$398	\$198	\$1,365
STD	\$995	\$515	\$532	\$2,042
LTD	\$860	\$445	\$460	\$1,765
Workers Comp	\$8,402.68	\$4,327.34	\$2,228.58	\$14,959
Clothing	\$2,200.00	\$1,100.00	\$550.00	\$3,850
<b>TOTAL</b>	<b>\$358,937</b>	<b>\$153,166</b>	<b>\$89,019</b>	<b>\$601,122</b>

**Town of**

**Mansfield**

**And**

**UPSEU/COPS Division**

**Unit # 16**

**Negotiations for a Successor to the Collective Bargaining Agreement**

**Expiring June 30, 2007**

**Tentative Agreement Package**

Current Language

COLLECTIVE BARGAINING AGREEMENT

TOWN OF MANSFIELD

AND

LOCAL 760, CSEA, SEIU, AFL-CIO

POLICE OFFICERS

July 1, 2004 – June 30, 2007

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New Language

COLLECTIVE BARGAINING AGREEMENT

TOWN OF MANSFIELD

AND

THE UNITED PUBLIC SERVICE EMPLOYEES UNION  
UPSEU, COPS Division, Unit #16

POLICE OFFICERS

July 1, 2007 – June 30, 2010

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

Appendix

2004 - 2007

Collective Bargaining Agreement Between  
Local 760, CSEA, SEIU, AFL-CIO (Police) and Town of Mansfield

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New Language

Appendix

2007 - 2010

Collective Bargaining Agreement Between  
**The United Public Service Employees Union,**  
**UPSEU, COPS Division, Unit #16** and the Town of Mansfield

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

AGREEMENT

COLLECTIVE BARGAINING AGREEMENT between LOCAL 760, CIVIL SERVICE EMPLOYEES AFFILIATES, SEIU, AFL-CIO, herein referred to as "the Union" and the TOWN OF MANSFIELD, herein referred to as "the Town."

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New Language

AGREEMENT

COLLECTIVE BARGAINING AGREEMENT between **the United Public Service Employees Union, UPSEU, COPS Division, Unit #16** herein referred to as "**UPSEU**" or "the Union" and the TOWN OF MANSFIELD, herein referred to as "the Town."

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

**Current Language**

**Article II  
AGENCY SHOP**

2.2 Any employee who objects to joining or paying a service fee to a labor organization will pay said service fees to a non-religious charity approved by the Town and the Union. In addition, such objectors will be charged representation costs incurred by the Union in processing their grievances.

---

**New Language**

DELETE ENTIRE PROVISION

~~2.2 Any employee who objects to joining or paying a service fee to a labor organization will pay said service fees to a non-religious charity approved by the Town and the Union. In addition, such objectors will be charged representation costs incurred by the Union in processing their grievances.~~

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

ARTICLE II  
AGENCY SHOP

2.3 The Town agrees to deduct from the wages of all employees who are members of the Union under this Agreement the monthly dues and initiation fees and to submit same to the Financial Secretary-Treasurer of the Local no later than the fifteenth day of each month. Prior to such deduction, the Union agrees to submit to the Town a written authorization card duly signed by each individual member authorizing this deduction. This authorization card will be in accordance with the requirements of applicable law.

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New Language

ARTICLE II  
AGENCY SHOP

2.32 The Town agrees to deduct from the wages of all employees who are members of the Union under this Agreement the monthly dues, **service fees**, and/or initiation fees and to submit same to the Financial Secretary-Treasurer of the ~~Local~~ **UPSEU** no later than the fifteenth day of each month. Prior to such deduction, the Union agrees to submit to the Town a written authorization card duly signed by each individual member authorizing this deduction. This authorization card will be in accordance with the requirements of applicable law.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

NEW ARTICLE  
UNION BUSINESS

No language exists; this will be a new article.

---

New Language

NEW ARTICLE  
UNION BUSINESS

**X.1 One UPSEU/COPS Division Unit # 16 steward shall be granted reasonable time off during working hours, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the steward shall request permission from the Town Manager or his designee. The Town agrees that such permission shall not be unreasonably held.**

**X.2 One employee, designated by the Union as a member of the negotiating team, shall be permitted to attend collective bargaining negotiations with the Town without loss of pay or benefits when such meetings are scheduled during normal working hours. The Town may, in its discretion, extend this benefit to one additional employee.**

**X.3 Such officers and members of the Union, as may be designated by the Union, shall be granted leave from duty with full pay for Union business, provided the total leave for the bargaining unit, for the purpose set forth in this Section shall be four (4) working days in any fiscal year. Provided further that not more than two (2) members of the bargaining unit shall be granted such leave at the same time unless, at the reasonable discretion of the Town Manager, based on manpower requirements, it is determined that more than two (2) may be spared for such leave. Said leave time may not be carried over from year to year.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**NEW ARTICLE  
RULES AND REGULATIONS**

No language exists; this will be a new article.

---

New Language

**NEW ARTICLE  
RULES AND REGULATIONS**

- X.1 The State of Connecticut Resident Trooper Administration and Operations manual ("A & O manual") shall serve as the Departmental rules and regulations. In those cases where the parties have included provisions in the contract on subjects appropriate to collective bargaining, the contract provisions shall prevail in the event they conflict with the A & O manual.**
- X.2 See note below**
- X.3 In the event any provision of the A & O manual is added to, modified, deleted, or changed in any manner, said provision shall not be grounds for discipline against any employee until the new provision is provided to the employee in writing.**
- X.4 The parties agree to a re-opener of this Article concerning any current or future provision(s) of the A & O manual impacting a mandatory subject of bargaining.**

Note: x.2 was in dispute as follows: "The Town agrees to provide to each employee, at no expense, a printed copy of the A & O manual. Employees shall also be granted sufficient time on duty to review the manual and, if necessary shall be provided training [before the manual is implemented]." *The Town did not want "before the manual is implemented," the Union did. The Town's position is that the A & O has been in practice. The Union wanted "before it is implemented" because they were concerned about pending discipline of an employee no longer with the Town. The Town and Union had agreed to drop "before the manual is implemented" and draft a side letter for the contract that would not prejudice either party's position.*

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article IV  
SENIORITY AND LAYOFFS**

4.1 Seniority will be defined as the length of an employee's continuous service as a police officer from the first day of work with the Town, unbroken by layoff exceeding twelve (12) months, discharge or voluntary quit.

---

New Language

**Article IV  
SENIORITY AND LAYOFFS**

4.1 Seniority will be defined as the length of an employee's continuous **full time** service as a police officer from the first day of ~~work with the Town~~ **membership in the bargaining unit**, unbroken **only** by layoff exceeding ~~twelve (12)~~ **eighteen (18)** months, discharge or voluntary quit.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article IV  
SENIORITY AND LAYOFFS**

4.2 The Town will establish a seniority list and this will be brought up-to-date at the request of the Union every six (6) months and a copy given to the Secretary of the Union. The seniority lists are to contain names and addresses, hiring dates, job classifications and wage rates of all employees. Additionally, the Town will notify the Union of any new hires, separations and other changes in status as they occur.

---

New Language

**Article IV  
SENIORITY AND LAYOFFS**

4.2 The Town will establish a seniority list and this will be brought up-to-date at the request of the Union ~~every six (6) months~~ **annually** and a copy given to the Secretary of the Union. The seniority lists are to contain names and addresses, hiring dates, job classifications and wage rates of all employees. Additionally, the Town will notify the Union of any new hires, separations and other changes in status as they occur.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article IV  
SENIORITY AND LAYOFFS**

4.5 Before new employees are hired, eligible employees with seniority who are still on a layoff of twelve (12) months or less will be first offered employment provided the opening is within their classification and they have the ability to perform the job available.

---

New Language

**Article IV  
SENIORITY AND LAYOFFS**

4.5 Before new employees are hired, eligible employees with seniority who are still on a layoff of ~~twelve (12)~~ **eighteen (18)** months or less will be first offered employment provided the opening is within their classification and they have the ability to perform the job available.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article IV  
SENIORITY AND LAYOFFS**

4.6 Except in an emergency or other condition over which the employer has no control, a seventy-two (72) hour notice will be given in writing to the Union when there are to be layoffs and a list will be given to the Union indicating the names of the employees to be laid off and their seniority status in relation to the remaining employees. In the event of recall, the Town will send a registered letter to the employee's last known address. The employee must report to the Town within five (5) working days or forfeit any right to recall.

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New Language

**Article IV  
SENIORITY AND LAYOFFS**

4.6 Except in an emergency or other condition over which the employer has no control, a ~~seventy-two (72) hour~~ **two (2) week** notice will be given in writing to the Union when there are to be layoffs and a list will be given to the Union indicating the names of the employees to be laid off and their seniority status in relation to the remaining employees. In the event of recall, the Town will send a registered letter to the employee's last known address. The employee must report to the Town within ~~five (5)~~ **ten (10)** working days or forfeit any right to recall.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

Article V  
HOLIDAYS

- 5.3 Holiday compensation will be in accordance with the following:
- a. Employees who are not required to work on the holiday will receive the day off with pay. Holiday pay will be nine (9) hours at straight time.
  - b. Employees who are required to work on the day on which the holiday is observed, whether scheduled or not, will receive in addition to the compensation provided for in (a) above, compensation at the rate of time and one-half for all hours actually worked on the day the holiday is observed. It is hereby agreed that the word "observed" will be read to mean the day of the actual holiday or the date designated as the holiday by CGS §1-4, as amended. In other words, if a holiday falls on Saturday, the individual who works on Saturday will be paid at the rate of time and one-half in addition to holiday pay while the individual who works on Friday will not be credited with working on a holiday. The same principle is applicable to holidays that fall on a Sunday and would otherwise be celebrated on the following Monday.
  - c. It is understood between the parties that holidays and/or holiday pay is over and above the 2080 hours of pay for work per year.
- 

New Language

Article V  
HOLIDAYS

- 5.3 Holiday compensation will be in accordance with the following:
- a. Remains unchanged
  - b. ~~Employees who are required to work on the day on which the holiday is observed, whether scheduled or not, will receive in addition to the compensation provided for in (a) above, compensation at the rate of time and one-half for all hours actually worked on the day the holiday is observed.~~ **All hours worked on designated holidays will be paid for at one and one-half (1-1/2) times the employee's regular rate of pay in addition to nine (9) hours' holiday pay, which nine (9) hours holiday pay will be paid whether or not the employee is scheduled to work the designated holiday. The above notwithstanding, an employee who works on a designated holiday may, at his or her option, take a compensated day off.** It is hereby agreed that the word "observed" will be read to mean the day of the actual holiday or the date designated as the holiday by CGS §1-4, as amended. In other words, if a holiday falls on Saturday, the individual who works on Saturday will be paid at the rate of time and one-half in addition to holiday pay while the individual who works on Friday will not be credited with working on a

holiday. The same principle is applicable to holidays that fall on a Sunday and would otherwise be celebrated on the following Monday.

c. Remains unchanged.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article VI  
SICK LEAVE**

6.3 Proof of Illness: A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.

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New Language

**Article VI  
SICK LEAVE**

6.3 Proof of Illness: A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the ~~nature and~~ duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness ~~will normally~~ **shall** be required. The Town may investigate any absence for which sick leave is requested. **Nothing in this section is intended to impede the Town's ability to obtain all of the information required in the certification for FMLA leaves.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

Article VI  
SICK LEAVE

6.4 Report of Illness: On the first day of absence from work due to illness, the employee will report the illness to his or her supervisor no later than one (1) hour after the beginning of the scheduled work assignment, except that where a relief employee is required such reports must be made at least one (1) hour prior to the beginning of the scheduled work assignment. Nothing in this section will preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

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New Language

Article VI  
SICK LEAVE

6.4 Report of Illness: On the first day of absence from work due to illness, the employee will report the illness to his or her supervisor no later than ~~one (1) hour after the beginning of the scheduled work assignment, except that where a relief employee is required such reports must be made at least one (1) hour prior to the beginning of the scheduled work assignment~~ **unless the illness is an emergency. In the event that the illness is an emergency, the employee shall notify his or her supervisor of their absence as soon as practicable.** Nothing in this section will preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article VII  
PERSONAL LEAVE**

7.1 All employees covered by this Agreement who have completed their probationary period may request and the Town Manager may grant up to a maximum of three personal leave days per year with pay for the purpose of:

- a. Personal business that cannot be conducted outside normal working hours.
- b. Other good and sufficient personal reasons.

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Current Language

**Article VII  
PERSONAL LEAVE**

7.1 All employees covered by this Agreement who have completed their probationary period may request and the Town Manager ~~may~~ **shall** grant up to a maximum of three personal leave days per year with pay for the purpose of:

- a. Personal business that cannot be conducted outside normal working hours.
- b. Other good and sufficient personal reasons.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

Article VII  
PERSONAL LEAVE

7.3 Personal leave will not be carried over from fiscal year to fiscal year.

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New Language

Article VII  
PERSONAL LEAVE

7.3 Personal leave will not be carried over from fiscal year to fiscal year **nor will the Town pay employees for unused personal leave at separation.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

NO CURRENT LANGUAGE

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New Language

**Article VII  
PERSONAL LEAVE**

**7.4 Employees shall be allowed to take personal leave in two hour increments.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article VIII  
NON-OCCUPATIONAL LEAVE OF ABSENCE**

8.1 Any permanent employee with a minimum of two years' service who is sick or injured (non-occupational) and who is absent from work as a result of such illness or injury and who has utilized all paid leave and vacation time may request in writing and be granted a leave of absence without pay, upon written approval of the Town Manager. Said unpaid leave of absence will not exceed 180 days, except that a written request for a 180-day extension may be filed with the Town Manager during the original 180-day period. Such leave will not be unreasonably denied. The period of said unpaid leave of absence will not be considered as time worked. The Town will continue to make payments on behalf of the employee in group membership insurance programs and the employee will continue to accrue seniority during the approved leave of absence. However, the employee will not be entitled to any contractual or other benefits provided by the Town during the leave of absence which are not enumerated above.

---

New Language

**Article VIII  
NON-OCCUPATIONAL LEAVE OF ABSENCE**

8.1 Any permanent employee with a minimum of two years' service who is sick or injured (non-occupational) and who is absent from work as a result of such illness or injury and who has utilized all paid leave and vacation time may request in writing and be granted a leave of absence without pay, upon written approval of the Town Manager. Said unpaid leave of absence will not exceed 180 days, except that a written request for a 180-day extension may be filed with the Town Manager during the original 180-day period. Such leave will not be unreasonably denied. The period of said unpaid leave of absence will not be considered as time worked. ~~The Town will continue to make payments on behalf of the employee in group membership insurance programs and~~ **The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.** The employee will continue to accrue seniority during the approved leave of absence. However, the employee will not be entitled to any contractual or other benefits provided by the Town during the leave of absence which are not enumerated above.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article IX  
BEREAVEMENT LEAVE**

9.1 In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) consecutive work days paid leave. Immediate family will be defined as: spouse, children, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, great grandparents, grandchildren and any relation domiciled in the employee's household. If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, an extra consecutive work day off with pay will be granted.

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New Language

**Article IX  
BEREAVEMENT LEAVE**

9.1 In the event of a death in the immediate family, bargaining unit employees will be entitled to three (3) consecutive work days paid leave. Immediate family will be defined as: spouse, **partner in a civil union, domestic partner regardless of gender**, children, step-children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, great grandparents, grandchildren and any relation domiciled in the employee's household. **Domestic partner is defined as an individual in a co-habiting relationship of mutual support, caring, and commitment that intends to remain in such a relationship for the indefinite future.** If the funeral of a member of the immediate family takes place further than one-hundred (100) miles from the employee's residence, an extra consecutive work day off with pay will be granted.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

**Current Language**

Article X  
VACATIONS

10.6 Sickness While on Vacation: An employee who becomes ill while on leave may not charge such illness to sick leave unless the employee files a physician's certificate describing the nature and duration of the illness with the department head.

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**New Language**

Article X  
VACATIONS

10.6 Sickness While on Vacation: An employee who becomes ill while on leave may not charge such illness to sick leave unless the employee files a physician's certificate describing the nature and duration of the illness with the department head.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

Article XI  
WAGES

11.1 Each employee covered by this Agreement will be paid pursuant to the schedule attached hereto and captioned Appendix A.

11.2 All new employees or employees with less than one (1) year's seniority will generally be paid those wages set forth in Step A of Appendix A. The Town Manager may approve additional compensation at a rate higher than Step A when the qualifications of the candidate are outstanding and there is a shortage of qualified candidates available at the minimum rate of the range. New employees will not be paid at a rate higher than that paid to incumbent employees in the same classification with comparable experience.

11.3 Probationary employees undergoing training at the Police Academy will be paid at a rate not to exceed 40 hours per week for all hours worked.

11.4 Following his/her first year of service with the Town, the employee will receive a step increase on his/her anniversary date of employment until said employee reaches Step G.

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New Language

Article XI  
WAGES & HOURS

11.1 ~~Each employee covered by this Agreement will be paid pursuant to the schedule attached hereto and captioned Appendix A.~~ **The wage rates for employees shall be as set forth in Appendix A of this agreement.**

11.2 **The wage rates for full-time employees which are included in Appendix A reflect the following:**

- a. **Effective July 1, 2007\*, a three and one-half percent (3 ½%) general wage increase; and**
- b. **Effective July 1, 2008, a three and one-half percent (3 ½%) general wage increase; and**
- c. **Effective July 1, 2009 a three and one-quarter percent (3 ¼ %) general wage increase.**

**\*The general wage increase shall be retroactive to July 1, 2007**

**11.2 3** All new employees or employees with less than one (1) year's seniority will generally be paid those wages set forth in Step A of Appendix A. The Town Manager may approve additional compensation at a rate higher than Step A when the qualifications of the candidate are outstanding and there is a shortage of qualified candidates available at the minimum rate of the range. New employees will not be paid at a rate higher than that paid to incumbent employees in the same classification with comparable experience.

**11.3 4** Probationary employees undergoing training at the Police Academy will be paid at a rate not to exceed 40 hours per week for all hours worked.

**11.4 5** Following his/her first year of service with the Town, the employee will receive a step increase on his/her anniversary date of employment until said employee reaches Step G.

**11.6** Each employee will normally be scheduled to work 2080 hours per year. Employees will receive 2080 hours pay per year in 26 equal payments, equivalent to compensation for 40 hours worked per week or 80 hours worked bi-weekly.

**11.7** An employee may work for or exchange working time with another employee provided that:

- a. the exchange occurs on the same calendar day;
- b. one (1) week advance notice is provided to the Town unless unforeseen circumstances arise;
- c. no overtime or added costs will be incurred by the Town;
- d. the exchange is approved by the employee's supervisor, however, no such request shall be unreasonably denied.

**11.8** a) Employees shall be assigned to a rotating five (5) day on / three (3) day off day/evening/midnight shift work schedule. The regularly scheduled work period for the day shift shall be 0700 hours – 1600 hours or 1615 hours on a 9 ¼ hour day. The regularly scheduled work period for the evening shift shall be 1500 hours– 2400 hours or 0015 hours on a 9 ¼ hour day. The regularly scheduled work period for the midnight shift shall be 2300 hours – 0800 hours or 0815 hours on a 9 ¼ hour day.

One employee may be scheduled to work a tactical shift. The hours of work on the tactical shift shall be determined by the Town, provided that the assignment to the tactical shift will be for a period of not less than 5 consecutive working days or for more than three calendar months. The tactical shift assignment shall be filled first on a voluntary basis and then by order of inverse seniority.

It is understood that "regularly scheduled" may be either 9 or 9 ¼ hours per day and 45 or 46 ¼ hours per eight day work period since scheduling varies in order that each employee works a total of 2080 hours per year.

Employees working the midnight shift shall earn an additional \$1.35 per hour for actual hours worked during the midnight shift. Assignment to the midnight shift shall first be made on a voluntary basis; if there are no volunteers for the midnight shift, an

assignment shall be made based on inverse seniority (unless the junior officer is in their training period).

- b) In an emergency situation or due to exigent circumstances that could seriously compromise public safety as determined by the Town Manager or his/her designee, the Town may alter a shift starting and ending time for a necessary period of time. It is understood that this provision contemplates unplanned or unanticipated events.
- c) The Town may alter an employee's assignment and/or days off to accommodate training scheduled for the employee by the Town. The Town may schedule training and alter an employee's schedule at the Town's discretion with or without the employee's consent given that the Town has notified the employee at least seven days prior to the training. If training is scheduled with less than seven days notice that requires an employee schedule change, said schedule change may be done so upon mutual consent of the parties.
- d) Employees shall be permitted to work a maximum of eighteen (18) continuous hours. This includes regular duty, overtime and private duty employment. The employee shall not work more than eighteen (18) hours in a twenty-four (24) hour period. The Town Manager or his/her designee may waive this limitation in the event of an emergency

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

**Current Language**

Article XII  
Longevity

12.1 Employees will receive longevity pay based on the following schedule.

<u>Continuous Years of Full-time Service</u>	<u>Annual Longevity Payment</u>
Six years but less than ten years	\$525
Ten years but less than fifteen years	\$600
Fifteen years but less than twenty years	\$700
Twenty years or more	\$850

Longevity payments will be earned on the employee's full-time anniversary hiring date occurring during the fiscal year and paid the employee in the first pay period in December of that fiscal year. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment in any position. Prior years of full-time service that have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the Town Manager.

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**New Language**

Article XII  
Longevity

12.1 Employees will receive longevity pay based on the following schedule.

<u>Continuous Years of Full-time Service</u>	<u>Annual Longevity Payment</u>
Six years but less than ten years	<b>\$575</b>
Ten years but less than fifteen years	<b>\$650</b>
Fifteen years but less than twenty years	<b>\$750</b>
Twenty years or more	<b>\$900</b>

Longevity payments will be earned on the employee's full-time anniversary hiring date occurring during the fiscal year and paid the employee in the first pay period in December of that fiscal year. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment in any position. Prior years of full-time service that have been interrupted for just and reasonable cause may be added to years of continuous full-time service by the Town Manager.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

## Current Language

### **Article XIII OVERTIME**

13.1 Employees will normally be scheduled to work 2080 hours per year. Employees will receive 2080 hours pay per year, exclusive of holiday pay, in 26 equal payments.

13.2 For all hours worked in excess of regularly scheduled hours in a single work day or in a consecutive eight-day work period, bargaining unit employees will be paid at the rate of time and one half (1-1/2 times) their regular hourly rate of pay. "Regularly scheduled" may be either 9 or 9-1/4 hours per day and 45 or 46-1/4 per eight-day work period, since scheduling varies in order that each employee works a total of 2080 hours per year.

13.3 There will be no pyramiding of overtime premiums.

13.4 All outside private work assignments such as but not limited to traffic control in construction areas which:

- a. the Town has exclusive control over either by ordinance, regulation or statute; or,
- b. is offered to the Town and the Town Manager or designee decides to accept;

will be offered first to bargaining unit employees before being offered to outsiders, and such work will be equalized amongst all bargaining unit employees within twenty-four (24) hours per calendar year. An employee who does not accept the opportunity to work outside private work or overtime will be charged on the overtime chart as though she or he had worked. Employees will notify the Town Manager by the 15th of each month of the days in the following month that they will be available for outside private work. Any request for which there is no employee available will be referred to the State Police.

13.5 Sections 13.2 and 13.4 above notwithstanding, outside private work assignments for Town approved nonprofit organizations will be paid at straight time. The work will first be offered to bargaining unit employees, who will have the right to decline such straight time pay outside private work assignments, whereupon the Town may hire non-bargaining unit persons to perform this work.

13.6 A minimum of four (4) hours work or in lieu thereof, four hours pay at the applicable rate, will be provided when called in for outside private work assignments.

13.7 Cancellation of private duty overtime assignments:

- a. When a cancellation notice is received twelve hours (12) or more prior to the starting time for a private duty job, no overtime payment is permitted.
- b. When a cancellation notice is received less than twelve (12) hours to the starting time for the private duty job, four hours pay at the applicable rate will be provided.

13.8 All hours worked on designated holidays will be paid for at one and one-half (1-1/2) times the employee's regular rate of pay in addition to nine (9) hours' holiday pay, which nine (9) hours holiday pay will be paid whether or not the employee is scheduled to work the designated holiday. The above notwithstanding, an employee who works on a designated holiday may, at his or her option, take a compensated day off.

13.9 Employees whose shift lasts more than ten (10) hours, and/or are called back to work prior to the start of their next regular shift for four (4) or more hours, will be entitled to receive a meal allowance of \$6 per breakfast, \$7 per lunch and \$8 per supper.

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**New Language**

**Article XIII  
OVERTIME**

~~13.1 Employees will normally be scheduled to work 2080 hours per year. Employees will receive 2080 hours pay per year, exclusive of holiday pay, in 26 equal payments. (Delete Entire Provision and move to wages article)~~

13.21 For all hours worked in excess of regularly scheduled hours in a single work day or in a consecutive eight-day work period, bargaining unit employees will be paid at the rate of time and one half (1-1/2 times) their regular hourly rate of pay. "Regularly scheduled" may be either 9 or 9-1/4 hours per day and 45 or 46-1/4 hours per eight-day work period, since scheduling varies in order that each employee works a total of 2080 hours per year.

a. **Overtime work is defined as police work performed beyond the normal work schedule identified in 13.1, funded by the Town or through grant funds obtained for police work to be performed within the Town.**

i. **The right of first refusal for bargaining unit members is limited to grant funded enforcement (i.e. traffic, seatbelt, DUI) activities. In the event of emergency or exigent circumstances, the right of first refusal will be waived for bargaining unit members. This limited right of first refusal does not include grant funded overtime for program specific activities such as the Good Decisions Program or Juvenile Justice Programs unless the bargaining unit member(s) is the staff member assigned to that program.**

ii. **In the event that a non-profit organization (e.g., 501(c)(3) organization, Mansfield Board of Education, Regional School District #19, Mansfield Historical Society, Mansfield Library, etc.) enters into an agreement with the Town for police services, and the Town opts to use Town funds to pay for the police services provided to the non-profit organization, said overtime shall be construed as private duty and the provisions regarding private duty assignments shall apply.**

iii. Town sponsored events (i.e. those paid for with Town funds) shall be deemed "patrol work" for the purposes of overtime assignments and the limited right of first refusal set forth in paragraph (a) above shall not apply. Examples of this work include but are not limited to the Fireworks Celebration, Memorial Day Parade, and the Festival on the Green.

13.62 A minimum of four (4) hours work or in lieu thereof, four hours pay at the applicable rate, will be provided when called in for ~~outside private work assignments~~ overtime.

- a. When an employee is called in early or held beyond the scheduled ending time of their shift, and said call-in or hold-over does not exceed two hours, said employee shall be paid overtime at a rate of 1 ½ times the employee(s)' normal hourly pay rate for time actually worked.

13.3 There will be no pyramiding of overtime premiums.

~~13.4 All outside private work assignments such as but not limited to traffic control in construction areas which:~~

- a. ~~the Town has exclusive control over either by ordinance, regulation or statute; or,~~
- b. ~~is offered to the Town and the Town Manager or designee decides to accept;~~

~~will be offered first to bargaining unit employees before being offered to outsiders, and such work will be equalized amongst all bargaining unit employees within twenty four (24) hours per calendar year. An employee who does not accept the opportunity to work outside private work or overtime will be charged on the overtime chart as though she or he had worked. Employees will notify the Town Manager by the 15th of each month of the days in the following month that they will be available for outside private work. Any request for which there is no employee available will be referred to the State Police.~~

**(Delete entire provision and move to new article on Private Duty)**

~~13.5 Sections 13.2 and 13.4 above notwithstanding, outside private work assignments for Town approved nonprofit organizations will be paid at straight time. The work will first be offered to bargaining unit employees, who will have the right to decline such straight time pay outside private work assignments, whereupon the Town may hire non-bargaining unit persons to perform this work.~~

**(Delete entire provision and move to new article on Private Duty)**

~~13.6 A minimum of four (4) hours work or in lieu thereof, four hours pay at the applicable rate, will be provided when called in for outside private work assignments.~~

**(Delete entire provision and move to new article on Private Duty)**

~~13.7 Cancellation of private duty overtime assignments:~~

- a. ~~When a cancellation notice is received twelve hours (12) or more prior to the starting time for a private duty job, no overtime payment is permitted.~~

b. ~~When a cancellation notice is received less than twelve (12) hours to the starting time for the private duty job, four hours pay at the applicable rate will be provided.~~

**(Delete entire provision and move to new article on Private Duty)**

~~13.8 All hours worked on designated holidays will be paid for at one and one half (1 1/2) times the employee's regular rate of pay in addition to nine (9) hours' holiday pay, which nine (9) hours holiday pay will be paid whether or not the employee is scheduled to work the designated holiday. The above notwithstanding, an employee who works on a designated holiday may, at his or her option, take a compensated day off.~~

**(Delete entire provision and move to Holiday Leave article)**

13.94 Employees whose shift lasts more than ten (10) hours, and/or are called back to work prior to the start of their next regular shift for four (4) or more hours, will be entitled to receive a meal allowance of \$6 per breakfast, \$7 per lunch and \$8 per supper **\$12.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

New Article  
PRIVATE DUTY

XX.1 No current Language

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New Language

New Article  
PRIVATE DUTY

**13.4X.1 Private duty shall be defined as performing police work for a third party who enters into an agreement with the Town for Police Services.** Except as otherwise set forth below, all outside private work **duty** assignments such as but not limited to traffic control in construction areas which:

- a. the Town has exclusive control over either by ordinance, regulation or statute; or,
- b. is offered to the Town and the Town Manager or designee decides to accept;

will be offered first to bargaining unit employees before being offered to outsiders, and such work will be equalized amongst all bargaining unit employees within twenty-four (24) hours per calendar year. An employee who does not accept the opportunity to work outside private work **duty** or overtime will be charged on the overtime chart as though she or he had worked. Employees will notify the Town Manager **Resident Trooper Sergeant or his designee** by the 15th of each month of the days in the following month that they will be available for outside private work **duty**. Any request for which there is no employee available will be referred to the State Police.

**(Entire provision moved from Overtime Article)**

**X.2 When traffic control is needed by the University during UCONN events, and UCONN has entered into an agreement for police service as defined in X.1, two posts shall be offered first to bargaining unit employees before being offered to outsiders. The posts are:**

- a. **Intersection of Route 195 and Route 44**
- b. **Intersection of Route 195 and Route 32**

**If the locations of the posts noted above in a and b change, and other posts are available within the jurisdiction of the Town, two posts shall be assigned to the Town and made available to bargaining unit employees. Any request for which there is no employee available will be referred to the State Police.**

~~13.5~~ **X.3 Sections 13.2 and 13.4 above notwithstanding, Outside private work **duty** assignments for Town approved nonprofit organizations ((e.g., 501(c)(3) organization, Mansfield Board of Education, Regional School District #19, Mansfield Historical Society, Mansfield Library, etc.) will be paid at straight time when the Town is not funding the private duty assignment on behalf of the non-profit organization. When the Town is funding the private duty assignment on behalf of the non-profit organization, it shall be paid at 1 ½ times the employee(s)' normal hourly pay rate. The work will**

first be offered to bargaining unit employees, who will have the right to decline such straight time pay for outside private work duty assignments, whereupon the Town may hire non-bargaining unit persons to perform this work.

**(Entire provision moved from Overtime Article)**

**X.4 For hours worked as private duty assignments, excluding non-profits noted in section X.3 above, in excess of regularly scheduled hours in a consecutive eight day work period, bargaining unit employees will be paid at the rate of time and one-half (1 ½ times) their regular hourly rate of pay. "Regularly scheduled" means a 45 or 46-1/4 hour eight-day work period, since scheduling varies in order that each employee works a total of 2080 hours per year.**

~~13.6~~ X.5 A minimum of four (4) hours work or in lieu thereof, four hours pay at the applicable rate, will be provided when called in for outside private work duty assignments.

**(Entire provision moved from Overtime Article)**

~~13.7~~ X.6 Cancellation of private duty overtime assignments:

- a. When a cancellation notice is received twelve hours (12) or more prior to the starting time for a private duty job, no overtime payment is permitted.
- b. When a cancellation notice is received less than twelve (12) hours to the starting time for the private duty job, four hours pay at the applicable rate will be provided.

**(Entire provision moved from Overtime Article)**

X.7 Employees whose shift lasts more than ten (10) hours, and/or are called back to work prior to the start of their next regular shift for four (4) or more hours, will be entitled to receive a meal allowance of \$6 per breakfast, \$7 per lunch and \$8 per supper \$12. **The cost of the meal allowance for private duty assignments shall be borne by the third party entering into an agreement with the Town for police services as defined in X.1.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

New Article - No Current Language

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New Language

New Article  
**OUTSIDE EMPLOYMENT**

**XX.1 An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest as defined by the Town's ethics ordinance, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager. Upon notification in writing by the Town Manager, such outside employment shall be terminated if it is disadvantageous to the Town.**

- a. **Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.**
- b. **Any employee who engages in outside employment shall not perform duties for his/her outside employer while on the clock for the Town. Outside employment shall not interfere with an employee's Town related job duties and work hours.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

## Current Language

### Article XIV INSURANCE

14.1 On behalf of the employees, the Town will maintain group membership in the Anthem Blue Cross Century Preferred PPO, the Bluecare POS Option 1 and the Bluecare POE plans, or their equivalents, for hospitalization, medical and major medical insurance. The employee may choose between any available plan.

- a. Vision Care. The Town shall provide the Blue Cross Vision Care Rider or its equivalent, in addition to the vision coverage provided under the Century Preferred PPO, the Bluecare POS Option 1 and the Bluecare POE plans.
- b. Prescription Drugs. The Town shall provide the prescription riders, or their equivalents, for the Century Preferred PPO, the Bluecare POS Option 1 and the Bluecare POE plans. The coverage shall be as follows:

#### Century Preferred PPO:

- \$3,000 annual maximum
- Co-payments of \$5 for generic drugs, \$15 for brand name drugs, \$25 for non-list drugs
- Mail order program with one co-payment for a 31-100 day supply

#### Bluecare POS Option 1 and Bluecare POE:

- Unlimited annual maximum
- Co-payments of \$2 for generic drugs, \$7 co-pay for brand name drugs
- Mail order program with no co-pay

- e. Dental Insurance. Employees and their dependents may enroll in the dental coverage offered through the Town. Employees will be responsible for the full cost of these benefits.

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## New Language

### Article XIV INSURANCE

14.1 ~~On behalf of the employees, the Town will maintain group membership in the Anthem Blue Cross Century Preferred PPO, the Bluecare POS Option 1 and the Bluecare POE plans, or their equivalents, for hospitalization, medical and major medical insurance. The employee may choose between any available plan.~~ **On behalf of the employees, the Town will maintain group membership in a PPO and POS plan, which are currently the Anthem Blue Cross Century Preferred PPO (2416-148) and the Bluecare POS (2416-151), or their equivalents, for**

**hospitalization, meical and major medical insurance. The employee may choose between any available plan.**

a. ~~Vision Care. The Town shall provide the Blue Cross Vision Care Rider or its equivalent, in addition to the vision coverage provided under the Century Preferred PPO, the Bluecare POS Option 1 and the Bluecare POE plans.~~

e. ~~Prescription Drugs. The Town shall provide the prescription riders, or their equivalents, for the Century Preferred PPO, the Bluecare POS Option 1 and the Bluecare POE plans. The coverage shall be as follows:~~

~~Century Preferred PPO:~~

- ~~• \$3,000 annual maximum~~
- ~~• Co payments of \$5 for generic drugs, \$15 for brand name drugs, \$25 for non list drugs~~
- ~~• Mail order program with one co payment for a 31-100 day supply~~

~~Bluecare POS Option 1 and Bluecare POE:~~

- ~~• Unlimited annual maximum~~
- ~~• Co payments of \$2 for generic drugs, \$7 co pay for brand name drugs~~
- ~~• Mail order program with no co pay~~

d. ~~Dental Insurance. Employees and their dependents may enroll in the dental coverage offered through the Town. Employees will be responsible for the full cost of these benefits.~~

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

**Current Language**

**Article XIV  
INSURANCE**

14.2 The Town and the employees agree to share the cost of medical insurance premiums for the coverage enumerated in Section 14.1 above, except for the dental coverage in 14.1(c), which cost shall be borne solely by the employee. The employees are responsible for the amounts listed below on an annual basis with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Bluecare POE	3%	4%	5%
Bluecare POS Option 1	4%	5%	6%
Century Preferred PPO	9%	10%	11%

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**New Language**

**Article XIV  
INSURANCE**

14.2 The Town and the employees agree to share the cost of medical insurance premiums for the coverage enumerated in Section 14.1 above, except for the dental coverage in 14.1(c), which cost shall be borne solely by the employee. The employees are responsible for the amounts listed below on an annual basis with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
	<i>Effective April 1, 2008</i>		
<b>POS (2416-151)</b>	<b>9%</b>	<b>10%</b>	<b>11%</b>
<b>PPO (2416-148)</b>	<b>12%</b>	<b>13%</b>	<b>14%</b>

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

## Current Language

### Article XIV INSURANCE

- 14.3 a. The Town will provide the following insurance for employees who retire with the full cost to be borne by the employee: \$10,000 term life insurance, Anthem Blue Cross, Bluecare POS Option 1 or Bluecare POE plan or their substantial equivalents until age 65 or until eligible for Medicare and Anthem Medicare Supplement Plan F or its substantial equivalent for those over 65. Non-Medicare/Medicaid eligible retired employees who move out of state will be permitted to enroll in the Anthem Blue Cross Century Preferred PPO plan or its substantial equivalent.
- b. The Town agrees to pay \$115 per month toward the cost of medical insurance for each employee who retires after July 1, 2004 upon: (a) completing twenty-five (25) years of aggregate service; (b) attaining the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service; or (c) receiving a disability retirement under CMERS B.
- c. The Town agrees to pay \$120 per month toward the cost of medical insurance for each employee who retires after July 1, 2005 upon: (a) completing twenty-five (25) years of aggregate service; (b) attaining the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service; or (c) receiving a disability retirement under CMERS B.
- d. The Town agrees to pay \$125 per month toward the cost of medical insurance for each employee who retires after July 1, 2006 upon: (a) completing twenty-five (25) years of aggregate service; (b) attaining the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service; or (c) receiving a disability retirement under CMERS B.

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## New Language

### Article XIV INSURANCE

- 14.3 a. The Town will provide the following insurance for employees who retire with the full cost to be borne by the employee: \$10,000 term life insurance, **a POS plan, currently the Anthem Blue Cross, Bluecare POS Option 1 (2416-151)** or Bluecare POE plan or their **its** substantial equivalents until age 65 or until eligible for Medicare and Anthem Medicare Supplement Plan F or its substantial equivalent for those over 65. Non-Medicare/Medicaid eligible retired employees who move out of state will be permitted to enroll in **a PPO**

**plan, currently** the Anthem Blue Cross Century Preferred PPO plan **(2416-148)**, or its substantial equivalent.

- e. The Town agrees to pay ~~\$115~~ **195** per month toward the cost of medical insurance for each employee who retires after July 1, 2004**7** upon: (a) completing twenty-five (25) years of aggregate service; (b) attaining the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service; or (c) receiving a disability retirement under CMERS B.
  
- f. The Town agrees to pay ~~\$120~~ **210** per month toward the cost of medical insurance for each employee who retires after July 1, 2005**8** upon: (a) completing twenty-five (25) years of aggregate service; (b) attaining the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service; or (c) receiving a disability retirement under CMERS B.
  
- g. The Town agrees to pay ~~\$125~~ **225** per month toward the cost of medical insurance for each employee who retires after July 1, 2006**9** upon: (a) completing twenty-five (25) years of aggregate service; (b) attaining the age of fifty-five (55) years with ten (10) years of continuous service or fifteen (15) years of aggregate service; or (c) receiving a disability retirement under CMERS B.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article XIV  
INSURANCE**

14.4 Payment in Lieu of Health Benefits

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

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

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New Language

**Article XIV  
INSURANCE**

14.5 Payment in Lieu of Health Benefits

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

Individual	<del>\$1,000</del> <b>1200</b>
Two-person	<del>\$1,200</del> <b>2400</b>
Family	<del>\$1,400</del> <b>3000</b>

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article XVI  
PENSIONS**

16.2 No Current Provision

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New Language

**Article XVI  
PENSIONS**

**16.2 The Town will offer a lump sum payment of \$15,000 to officers with 25 years or more of service to the Town if they choose to retire within six months of the execution of this contract. The lump sum payment will be subject to taxes and deductions.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article XVII  
EMPLOYEE WELLNESS PROGRAM**

No current re-opener language

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New Language

**Article XVII  
EMPLOYEE WELLNESS PROGRAM**

**Union agrees to a re-opener of this Article to determine the components to the annual physical with the understanding that the Article shall not be enforced until and agreement has been reached between the parties.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

Article XVIII  
REIMBURSED EDUCATION

- 18.1 a. For each bargaining unit member, the Town will pay up to \$2,000 per year toward the cost of tuition and books for police work related schooling that the employee takes on his/her own time. The Town Manager may waive this maximum when there are uncommitted funds left after approved applications have been reimbursed.
- b. To be eligible for the Town to pay for their schooling, the employees involved must receive written approval from the Town Manager in advance.
- 

New Language

Article XVIII  
REIMBURSED EDUCATION

- 18.1 a. For each bargaining unit member the Town will pay up to \$2,000 per fiscal year toward the cost of tuition and books for **courses needed to obtain an associates, bachelors, masters and/or doctorate degree.** The Town Manager may waive this maximum when there are uncommitted funds left after approved applications have been reimbursed. **For the purpose of this provision uncommitted funds shall be defined as any portion of those funds budgeted but not utilized by membership for education reimbursement. No one employee shall be eligible to receive more than \$4,000 in one fiscal year. Employees that utilize this benefit shall be expected to share the benefits of their education for a minimum of five year with the police department. Employees leaving service from the Town prior to completing five years of service after said training has been completed shall reimburse the Town for said training on a prorated basis. The prorated basis is as follows:**

Less than 1 year	100% reimbursement to Town
1-2 years	80% reimbursement to Town
2-3 years	60% reimbursement to Town
3-4 years	40% reimbursement to Town
4-5 years	20% reimbursement to Town
5+ years	0% reimbursement to Town

**An employee shall not reimburse the town if they have been separated from service due to reduction(s) in force, layoff or other similar action in which the employee was not at fault.**

- b. To be eligible for the Town to pay for their schooling, the employees involved must receive written approval from the Town Manager **prior to registering for the course. Employees shall not be reimbursed unless they receive a grade of "C" or higher in the course they seek reimbursement for.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

## Current Language

### **Article XX GRIEVANCE AND ARBITRATION**

20.1 Unless the Union is notified in writing to the contrary, the police officer's immediate supervisor for purposes of administration of this contract will be the Town Manager.

20.2 For the purpose of this Agreement, a grievance will be defined to mean "Any controversy, dispute or complaint arising over the interpretation or application of the provisions of this Agreement." Any grievance will be brought to the attention of the Town Manager or designee within five (5) working days after the occurrence of the event giving rise to the grievance and will be handled in accordance with the procedures set forth below.

20.3 An employee who has a grievance may, in the company of a representative of the Union, if she or he so desires, discuss the matter with the Town Manager or designee. If no satisfactory settlement is reached at this step, the grievance may then be put into writing by the employee or the Union setting forth the specific section of the Agreement involved and submit it to the Town Manager or designee within five (5) working days from the date it was first brought to the attention of the Town Manager or designee, but in no event more than eight (8) working days after the occurrence of the event giving rise to the grievance.

20.4 If submitted to the Town Manager or designee in writing as required in Section 18.3 herein, the Town Manager or designee will answer the grievance in writing within ten (10) working days after its receipt.

20.5 If the grievance is not settled by the procedures outlined in Article XVIII, either party may submit the matter to arbitration. The request for arbitration must be in writing and be filed with the arbitrator no later than fifteen (15) calendar days after the written answer of the Town Manager is given to the Union. The party filing for arbitration will simultaneously deliver or mail a copy of its request for arbitration to the other party hereto. Grievances concerning suspensions of five (5) days or more and/or grievances concerning terminations will be arbitrated by the American Arbitration Association in accordance with their rules and procedures. All other grievances will be arbitrated by the Connecticut State Board of Mediation and Arbitration.

20.6 The arbitrators will hear and decide only one grievance at a time. The award will be final and binding as provided by law. The arbitrators will be bound by and will comply with all the terms of this Agreement and will have no power to add to, subtract from or in any way amend, modify or alter the provisions of this Agreement. Each party will be responsible for their own costs of legal counsel, witnesses and other expenses. The arbitrator's fee, if any, will be divided equally between the parties.

20.7 Any time limits specified within this Article XVIII, other than the initial filing of a grievance, may be extended by mutual agreement of the Union and the Town Manager or his designee in writing, provided that if a grievance is not submitted within the time limits required to a higher step in the above procedure, it will be deemed settled on the basis of the Town's answer in the last step considered.

20.8 Nothing in this Article will preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees covered by this Agreement as defined in Section 7-468(2)(d) of the Connecticut General Statutes, as amended.

20.9 The time limits contained herein will be strictly construed and working days will be defined as Monday through Friday, inclusive, and the failure of the employee covered by this Agreement and/or the Union to timely file a grievance or to timely proceed to the next step of the grievance procedure will serve to terminate the right of the employee and/or the Union to proceed any further on the dispute.

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**New Language**

**Article XX  
GRIEVANCE AND ARBITRATION**

20.1 **Language remains unchanged.**

20.2 For the purpose of this Agreement, a grievance will be defined to mean: "~~Any controversy, dispute or complaint arising over the interpretation or application of the provisions of this Agreement.~~"

**a. Any dispute or complaint arising over the interpretation or application of the provisions of this agreement;**

**b. Termination, suspension, or other disciplinary action involving an employee.**

Any grievance will be brought to the attention of the Town Manager or designee within ~~five (5)~~ **thirty (30)** working days after the occurrence of the event giving rise to the grievance and will be handled in accordance with the procedures set forth below.

20.3 An employee who has a grievance may, in the company of a representative of the Union, if she or he so desires, discuss the matter with the Town Manager or designee. If no satisfactory settlement is reached at this step, the grievance may then be put into writing by the employee or the Union setting forth the specific section of the Agreement involved and submit it to the Town Manager or designee within five (5) working days from the date it was first brought to the attention of the Town Manager or designee, but in no event more than ~~eight (8)~~ **thirty-five (35)** working days after the occurrence of the event giving rise to the grievance.

20.4 If submitted to the Town Manager or designee in writing as required in Section ~~18.3~~ **20.3** herein, the Town Manager or designee will answer the grievance in writing within ten (10) working days after its receipt.

20.5 If the grievance is not settled by the procedures outlined in Article ~~XVIII-XX~~, either party may submit the matter to arbitration. The request for arbitration must be in writing and be filed with the arbitrator no later than fifteen (15) calendar days after the written answer of the Town Manager is given to the Union. The party filing for arbitration will simultaneously deliver or mail a copy of its request for arbitration to the other party hereto. Grievances concerning suspensions of five (5) days or more and/or grievances concerning terminations will be arbitrated by the American Arbitration Association in accordance with their rules and procedures. All other grievances will be arbitrated by the Connecticut State Board of Mediation and Arbitration.

20.6 Language remains unchanged.

20.7 Any time limits specified within this Article ~~XVIII~~ **XX**, other than the initial filing of a grievance, may be extended by mutual agreement of the Union and the Town Manager or his designee in writing, provided that if a grievance is not submitted within the time limits required to a higher step in the above procedure, it will be deemed settled on the basis of the Town's answer in the last step considered.

20.8 Nothing in this Article will preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees covered by this Agreement as defined in Section 7-468(2)(~~d~~)(**e**) of the Connecticut General Statutes, as amended.

20.9 The time limits contained herein will be strictly construed and working days will be defined as Monday through Friday, ~~inclusive~~, **excluding holidays in which Town Hall is closed for business**, and the failure of the employee covered by this Agreement and/or the Union to timely file a grievance or to timely proceed to the next step of the grievance procedure will serve to terminate the right of the employee and/or the Union to proceed any further on the dispute.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article XXI  
CLOTHING ALLOWANCE**

- 21.1 The Town will provide new bargaining unit employees with complete winter and summer uniforms and equipment as determined by the Town Manager or designee, including but not limited to a reasonable supply of both winter, long-sleeve shirts; summer, short-sleeve shirts; winter and summer trousers; winter coats; gloves; raincoats; spring jackets; neckties; and storm boots.
- 21.2 The Town will replace or repair any part of said uniform when necessary, provided such necessity is the result of normal use and/or is caused by activities arising in the course of said employee's employment as determined by the Town Manager or designee and provided that the cost of repair and/or replacement as determined by the Town Manager or designee to be necessary will not exceed four hundred dollars (\$400) per employee covered by this Agreement in any calendar year during the term of this Agreement.
- 21.3 Watches, eyeglasses or dentures damaged or destroyed in the line of duty as determined by the Town Manager or designee will be replaced or repaired at the expense of the Town. All replacement and/or repair costs under this section must be reasonable and must be approved by the Town Manager or his/her designee.
- 21.4 The Town will pay the cost of dry cleaning of uniforms.
- 21.5 No language exists.

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New Language

**Article XXI  
CLOTHING ALLOWANCE**

- 21.1 The Town will provide new bargaining unit employees with complete winter and summer uniforms and equipment as determined by the Town Manager or designee, including but not limited to a reasonable supply of both winter, long-sleeve shirts; summer, short-sleeve shirts; winter and summer trousers; winter coats; gloves; raincoats; spring jackets; neckties; and storm boots, **duty weapon, holster, magazine pouch, duty belt, handcuffs, pepper spray, and holder.** **The Town shall also, whenever possible, furnish such additional equipment so as to promote safety and welfare of the officers and aid in the efficient promotion of their duties.**
- 21.2 The Town will replace or repair any part of said uniform when necessary, provided such necessity is the result of normal use and/or is caused by activities arising in the course of said employee's employment as determined by the Town Manager or designee and provided that the cost of repair and/or replacement as determined by the Town Manager or designee to be necessary will not

exceed **five hundred fifty dollars (\$550.00)** per employee covered by this Agreement in any ~~calendar~~ **fiscal** year during the term of this Agreement.

21.3 Watches, eyeglasses or dentures damaged or destroyed in the line of duty as determined by the Town Manager or designee will be replaced or repaired at the expense of the Town. All replacement and/or repair costs under this section must be reasonable **and** must **be** approved by the Town Manager or his/her designee.

21.4 Language remains unchanged.

21.5 **The Town will provide body armor (ballistic vest) to all officers. Said body armor shall conform to current National Institute of Justice (N.I.J) standards and shall have a level of protection rating which is equal to or greater than that necessary to protect an officer from the discharge of a weapon with a caliber rating of that equal to or greater than that carried by on-duty Mansfield police officers. The Town will replace body armor based on manufacturer's recommendations (every five years). The initial and replacement costs of the body armor will be borne by the Town and will not be applied against the officer's clothing allotment.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

Article XXIV  
WORKERS COMPENSATION

24.3 does not exist

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New Language

Article XXIV  
WORKERS COMPENSATION

24.3 An employee who, based on the medical opinion of his/her medical provider in the preferred network, is able to return to work in a light duty capacity shall be provided with light duty police related work if, in the Town's discretion, such light duty work is available. Employees will be provided with light duty work for so long as it is available.

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**Article XXV  
FAMILY AND MEDICAL LEAVE**

25.1 An employee who has completed at least one year's service and has worked at least 1250 hours during that year will be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993. An employee will be required to use paid leave except for vacation leave prior to unpaid leave. For the first three months after returning from an unpaid leave, the employee cannot use vacation leave without the permission of the Town Manager who will not unreasonably deny such a request. Requests for and inquiries concerning family and medical leave will be submitted to the Town Manager's office.

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New Language

25.1 An employee who has completed at least one year's service and has worked at least 1250 hours during that year will be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993. ~~An employee will be required to use paid leave except for vacation leave prior to unpaid leave. For the first three months after returning from an unpaid leave, the employee cannot use vacation leave without the permission of the Town Manager who will not unreasonably deny such a request.~~ **An employee shall be required to use all paid leave concurrently with unpaid FMLA Leave with the exception of five (5) vacation days. Requests for and inquiries concerning family and medical leave will be submitted to the Town Manager's Office.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**NEW ARTICLE  
MISCELLANEOUS PROVISIONS**

No language currently exists.

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New Language

**NEW ARTICLE  
MISCELLANEOUS PROVISIONS**

- XX.1 There shall be only one personnel file for each employee which shall be maintained in the office or under the direct supervision of the Town Manager. Nothing shall be inserted into an employee's personnel file without prior written notification to the employee. Notification may be made by supplying the employee with a copy of the document to be inserted into the file. This section does not pertain to providing the employee with copies of administrative documents related to processing payroll.**
- XX.2 The Town shall designate one bulletin board on the premises of the Mansfield Police/Resident Trooper's Office for the purposes of posting notices concerning Union business and activities or any other matter pertaining to Union business.**
- XX.3 The Town shall give to each present officer and to each new officer when he/she is hired, a copy of this contract.**

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

APPENDIX A  
POLICE SALARY SCHEDULE

<u>Step</u>	<u>07/01/04</u>	<u>07/01/05</u>	<u>07/01/036</u>
A	\$ 20.41	\$ 21.12	\$ 21.86
B	\$ 21.04	\$ 21.78	\$ 22.54
C	\$ 21.65	\$ 22.41	\$ 23.19
D	\$ 22.35	\$ 23.13	\$ 23.94
E	\$ 23.23	\$ 24.04	\$ 24.88
F	\$ 24.06	\$ 24.91	\$ 25.78
G	\$ 24.54	\$ 25.40	\$ 26.29

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New Language

APPENDIX A  
POLICE SALARY SCHEDULE

<u>Step</u>	<u>7/1/2007</u>	<u>7/1/2008</u>	<u>7/1/2009</u>
A	\$22.63	\$23.42	\$24.18
B	\$23.33	\$24.15	\$24.93
C	\$24.00	\$24.84	\$25.65
D	\$24.78	\$25.65	\$26.48
E	\$25.75	\$26.65	\$27.52
F	\$26.68	\$27.62	\$28.51
G	\$27.21	\$28.16	\$29.08

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_

Current Language

**APPENDIX B  
HEALTH INSURANCE SUMMARY**

o appendix currently exists.

New Language

**APPENDIX B  
HEALTH INSURANCE SUMMARY**

BENEFIT	PPO 2416-148	POS 2416-151
Costshares	<p align="center">In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p align="center">\$ 15 office visit co-pay \$ 50 Emergency Room/\$ 25 Urgent Care Facility \$ 100 Outpat Surg Facility / \$ 200 Inpat Hosp Deductible \$400/\$800/\$ 1,000 Cost share Maximum \$ 2,000/\$4,000/\$5,000 Lifetime Maximum In-Network - Unlimited Lifetime maximum out of network - \$1,000,000</p>	<p align="center">In-Network services subject to co-pays Out-of-Network services subject to deductible and coinsurance</p> <p align="center">\$ 20 PCP / \$ 25 Specialist \$ 175 Op Hsp / \$ 350 Inpat Hosp co-pay \$75 Emergency / \$ 50 Urgent Care Facility Deductible \$ 500/\$1,000 /\$1,500 Cost Share Maximum \$ 2,500/\$ 5,000/\$7,500 Lifetime Maximum In-Network -Unlimited Lifetime Maximum out of Network - \$ 1,000,000</p>
Preventive Care Pediatric	<p align="center">Covered according to age-based schedule \$0 Copay Birth to 1 year - 6 exams 1 through 6 years - 6 exams 6 through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year</p>	<p align="center">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 <b>Not covered out of Network</b></p>
Adult	<p align="center">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 align="center">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 <b>Not covered out of Network</b></p>
Vision	<p align="center">\$0 Co-pay one exam every two years ( Frames &amp; Lenses covered under vision rider )</p>	<p align="center">\$ 0 Co-pay one exam every two years ( Frames &amp; Lenses covered under vision rider ) <b>Not covered out of Network</b></p>
Hearing	<p align="center">\$ 15 Co-pay</p>	<p align="center">\$ 0 Co-pay</p>

		<b>Not covered out of Network</b>
Gynecological	\$ 0 Co-pay Routine annual exam	\$ 0 Co-pay Routine annual exam
<b>Medical Services</b> Medical Office Visit	\$ 15 office visit co-pay	\$ 20 office visit co-pay PCP \$ 25 office visit co-pay Specialist
Outpatient PT/OT/Chiro/ Speech	\$ 15 co-pay 50 combined visits per member per calendar year ( subject to medical necessity )	\$ 25 office visit co-pay Unlimited Visits ( subject to medical necessity )
Allergy Services	\$ 15 office visit co-pay No copay for injections	\$25 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	\$ 15 per visit unlimited visits subject to medical necessity	\$ 25 office visit co-pay Limited to 40 visits per calendar year
<b>Emergency Care</b> Emergency Room	\$ 50 co-pay ( waived if admitted )	\$ 75 co-pay ( waived if admitted )
Urgent Care	\$ 25 co-pay Participating Facilities only.	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
<b>Inpatient Hospital</b> General/Medical/ Surgical/Maternity (Semi-Private)	<b>Note: All hospital admissions require pre-cert</b> \$ 200 per admission co-pay	<b>Note: All hospital admissions require pre-cert</b> \$ 350 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$ 200 per admission co-pay	\$ 350 per admission co-pay
Substance Abuse/ Detox	\$ 200 per admission co-pay	\$ 350 per admission co-pay
Rehabilitative	\$ 200 per admission co-pay Covered up to 60 days per calendar year	\$ 350 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$ 200 per admission co-pay Covered up to 120 days	\$ 350 per admission co-pay up to 90 days per calendar year

Respite	\$ 200 per admission co-pay Covered up to 60 days	\$ 350 per admission co-pay up to 60 days per calendar year
<b>Outpatient Hospital</b> Outpatient Surgery Facility Charges	\$ 100 per admission co-pay	\$ 175 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
<b>Other Services</b> Durable Medical Equipment	Covered ( Limited to covered items only )	Covered (Limited to covered items only ) Prosthetics limited to \$ 1,000 annual max
Prescription Drugs	\$ 5 Generic / \$ 15 Brand / \$ 25 Non listed Brand 2 co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin ( Oral contraceptives are covered )	\$ 5 Generic / \$ 15 Brand / \$ 25 Non listed Brand 2 co-pays mail - unlimited max ( Oral contraceptives are covered )
Infertility	Unlimited Lifetime maximum ( Limited to covered services only )	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% ( limited to covered services only )
<b>Dependent age max</b>	Unmarried dependent children to age 19 full time student to age 25	Unmarried dependent children to age 19 full time student to age 25

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

Town: \_\_\_\_\_

Union: \_\_\_\_\_



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt*  
**CC:** Maria Capriola, Assistant to Town Manager  
**Date:** November 10, 2008  
**Re:** 2009 Child Day Care Application

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**Subject Matter/Background**

Pursuant to the town's agreement with the Mansfield Discovery Depot, the town shall apply annually for a state daycare grant, which funds shall be used by the daycare for operating expenses. Attached you will find excerpts from the town's Child Day Care Contract Application to the Connecticut Department of Social Services to provide funding for the Mansfield Discovery Depot. The 2009 application is based on a funding allocation of \$319,199. As detailed in the contract application, the Discovery Depot is seeking funding to provide five slots for full time infant and toddler care, and 35 slots for full time preschool care.

**Recommendation**

Staff requests that the Town Council authorize the Town Manager to execute the contract application, which grant award provides the bulk of the funding for the operation of the Mansfield Discovery Depot.

If the Council supports this recommendation, the following resolutions are in order:

*Resolved, that the Town Manager, Matthew W. Hart, is empowered to enter into or amend contractual instruments in the name and on behalf of the Town of Mansfield with the Department of Social Services of the State of Connecticut for a Child Day Care program if such agreement is offered and to have the corporate seal affixed to all documents required as part of any offered agreement.*

*Resolved, that the Town of Mansfield hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and section 9(a)(1) of Public Act 07-142, as those statutes may be amended from time to time.*

**Attachments**

- 1) Excerpts from the 2009 Child Day Care Application
- 2) Connecticut General Statutes 4a-60(a)(1) and 4a-60a(a)(1)
- 3) Public Act 07-245
- 4) Public Act 07-142

This document must be submitted with the following application by December 8, 2008 for the Department of Social Services to honor the allocation offer. If your organization cannot meet the above deadline, we must receive a letter from your organization by the close of business November 28, 2008 explaining why the deadline cannot be met and offering an alternate submission date. Letters requesting an extension in the submission date beyond December 8, 2008 shall be addressed to:

Application Extension Request  
Department of Social Services  
Division of Family Services – Child Care Unit – 10<sup>th</sup> Floor  
25 Sigourney Street  
Hartford, CT 06106-5033

The department, in its sole discretion, shall be the determiner of whether the alternative submission date is acceptable.

The allocation offer contained in the department's letter to you of October 1, 2008 will expire as of the close of business on December 8, 2008. Failure to accept the offer or submit a letter requesting an extension as set forth above shall result in the withdrawal of the allocation offer.

## ACCEPTANCE

This is the application for funding of the **Town of Mansfield's** Child Day Care (CDC) program for calendar year 2009, known to the Department of Social Services as **078-CDC-36**.

This application is based on an estimated funding allocation of **\$319,199.00**. It is acknowledged that no commitment on the Department of Social Services to fund this specific request is created by this application. Further, we understand that a commitment on the Department of Social Services shall only exist upon acceptance of this application by the offer by the Department of a contract and that contract's execution by all relevant parties.

For: **Town of Mansfield**

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

\_\_\_\_\_  
Date

## DECLINATION

This is to advise the Department of Social Services that **Town of Mansfield** does not wish to participate in the Child Day Care (CDC) program for calendar year 2009.

For: **Town of Mansfield**

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

\_\_\_\_\_  
Date

# CHILD DAY CARE CONTRACT APPLICATION/DATA FORM

(PLEASE SIGN AND DATE AS APPROPRIATE – correcting incorrect and adding missing information)

Contractor's Name: Town of Mansfield (hereinafter referred to as Mansfield)

Street Address: Four South Eagleville Road

City: Mansfield State: CT Zip: 06268-2574

Telephone Number: (860) 429-3336 Fax Number: (860) 429-0646

FEIN Number: 06-6002032 Fin. Mgmt. Id.: 09DSS3001QT

Name of Authorized Signatory: Matthew W. Hart

Title of Authorized Signatory: Town Manager

Authorized Signatory e-mail address: townmanager@mansfieldct.org

Name, Title and e-mail address of Mansfield's Contract Contact: \_\_\_\_\_

Name of Mansfield's Finance Director: Jeffrey Smith

Title of Mansfield's Finance Director: Finance Director

The Town of Mansfield wishes to provide the following number of child care slots for the service "categories of care" identified:

- |    |           |   |           |            |
|----|-----------|---|-----------|------------|
| a. | <u>5</u>  | slots of full time infant and toddler care  | <u>52</u> | # of weeks |
| b. | <u>35</u> | slots of full time preschool care           | <u>52</u> | # of weeks |
| c. | <u>0</u>  | slots of wraparound infant and toddler care | _____     | # of weeks |
| d. | <u>0</u>  | slots of wraparound preschool care          | _____     | # of weeks |
| e. | <u>0</u>  | slots of full-time school age care          | _____     | # of weeks |
| f. | <u>0</u>  | slots of part-time school age care          | _____     | # of weeks |

The child care slots identified above will be provided at the facilities listed below as identified by Department of Public Health (DPH) license number(s):

	DPH Lic Number center	<i>please mark each box that applies</i>						Meets Acc. Req. <sup>1</sup>	<i>unaccredited facilities only</i>	
		Infant/Toddler		Preschool		School Age			Contracted for in 2008	Accreditation Stage <sup>2</sup>
		No. <sup>3</sup>	CR <sup>4</sup>	No. <sup>3</sup>	CR <sup>4</sup>	No. <sup>3</sup>	CR <sup>4</sup>			
1.	13856 mdd	<u>22</u>	<u>3</u>	<u>80</u>	<u>4</u>			<input type="checkbox"/>	<input type="checkbox"/>	
2.							<input type="checkbox"/>	<input type="checkbox"/>		
3.							<input type="checkbox"/>	<input type="checkbox"/>		
4.							<input type="checkbox"/>	<input type="checkbox"/>		
5.							<input type="checkbox"/>	<input type="checkbox"/>		
6.							<input type="checkbox"/>	<input type="checkbox"/>		
7.							<input type="checkbox"/>	<input type="checkbox"/>		
8.							<input type="checkbox"/>	<input type="checkbox"/>		
9.							<input type="checkbox"/>	<input type="checkbox"/>		
10.							<input type="checkbox"/>	<input type="checkbox"/>		
11.							<input type="checkbox"/>	<input type="checkbox"/>		
12.							<input type="checkbox"/>	<input type="checkbox"/>		

<sup>1</sup> is accredited by the National Association for the Education of Young Children (NAEYC)  
<sup>2</sup> has begun Self-Study (S), has filed an application with NAEYC (A), has filed Candidacy materials with NAEYC (C) or Not Applicable (N/A)  
<sup>3</sup> No. - number of children  
<sup>4</sup> CR - number of classrooms with DSS-supported children

# CHILD DAY CARE CONTRACT APPLICATION/DATA FORM

(PLEASE SIGN AND DATE AS APPROPRIATE – correcting incorrect and adding missing information)

	A WEEKLY	B WEEKLY	C	D
COLUMNS →	MAXIMUM RATE	CONTRACT RATE	UNITS	TOTAL
1 Infant/Toddler (Std) (ft)	444.231	147.40	5	737 —
2 Infant/Toddler (Title 1) (ft)				
3 Infant/Toddler (Accredited) (ft)				
4 Preschool (Std) (ft)	369.692	154.33	35	5401.55
5 Preschool (ua)				
6	Weekly Total			\$ 6138.55
7	Number of Weeks			x 52
8	SUBTOTAL			\$ 319,204.60
9 Infant/Toddler (Std) (wa)				
10 Infant/Toddler (Title 1) (wa)				
11 Infant/Toddler (Accredited) (wa)				
12 Preschool (wa)				
13 Preschool (ua) (wa)				
14	Weekly Total			\$
15	Number of Weeks			x
16	SUBTOTAL			\$
17 Infant/Toddler (Std) (wa) (ft)				
18 Infant/Toddler (Title 1) (wa) (ft)				
19 Infant/Toddler (Accredited) (wa) (ft)				
20 Preschool (wa) (ft)				
21 Preschool (ua) (wa) (ft)				
22	Weekly Total			\$
23	Number of Weeks			x
24	SUBTOTAL			\$
25 School Age (Std) (ft)				
26 School Age (Title 1) (ft)				
27 School Age (Accredited) (ft)				
28 School Age (Unaccredited) (ft)				
29	Weekly Total			\$
30	Number of Weeks			x
31	SUBTOTAL			\$
32 School Age (Std)				
33 School Age (Title 1)				
34 School Age (Accredited)				
35 School Age (Unaccredited)				
36	Weekly Total			\$
37	Number of Weeks			x
38	SUBTOTAL			\$
39	<b>GRAND TOTAL (lines 8+16+24+31+38) round total to the nearest whole dollar</b>			<b>\$ 319,199.00</b>

(approved 10/08)

Mansfield

**Sec. 4a-60. (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.** (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such

provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(February, 1965, P.A. 366, S. 1; 1967, P.A. 284; P.A. 73-279, S. 13; P.A. 74-68; P.A. 76-8; P.A. 78-148, S. 8; P.A. 82-358, S. 7, 10; P.A. 83-569, S. 8, 17; P.A. 84-412, S. 3, 8; 84-418; P.A. 88-351, S. 2, 16; P.A. 89-253, S. 2, 7.)

History: 1967 act included contractor's agreement to supply information to civil rights commission; P.A. 73-279 prohibited discrimination on grounds of physical disability; P.A. 74-68 prohibited discrimination on grounds of sex; P.A. 76-8 replaced "religion" with "religious creed" and prohibited discrimination on grounds of age and marital status; P.A. 78-148 prohibited discrimination on grounds of mental retardation; P.A. 82-358 required that contractors for public works projects make good faith effort to employ minority enterprises as subcontractors and materials suppliers; P.A. 83-569 amended section to refer to Sec. 46a-56; P.A. 84-412 applied provisions to political subdivisions of the state other than a municipality and defined "minority business enterprise"; P.A. 84-418 added Subsecs. (b) to (e), inclusive, concerning determination of good faith and adoption of regulations; P.A. 88-351 revised section, substituting "provisions" for "clause", adding "ancestry" adding provisions re affirmative action requirements and deleting former Subsec. (e) re regulations and added new Subsec. (e) re applicability of affirmative action requirements to subcontractors, vendors or manufacturers and involvement of state in litigation or negotiation involving contractor, effective April 1, 1989; Sec. 4-114a transferred to Sec. 4a-60 in 1989; P.A. 89-253 amended Subsec. (a) by moving provision re public works contracts to end of subsection, and changed references to Secs. 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k to Sec. 46a-68e and 46a-68f, and amended Subsec. (e) by changing references to this section and Secs. 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive, to Sec. 46a-56.

See Sec. 1-1f for definitions of "blind" and "physically disabled".

See Sec. 1-1g for definition of "mental retardation".

See Sec. 46a-68b for definition of "public works contract".

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**Sec. 4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.** (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the

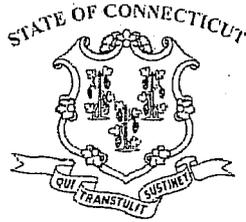
Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(P.A. 91-58, S. 16; 91-407, S. 8, 42.)

History: P.A. 91-407 deleted references to Secs. 46a-68e and 46a-68f.

See Sec. 46a-68b for definition of "public works contract".



**Senate Bill No. 1447**

**Public Act No. 07-245**

**AN ACT CONCERNING FAMILY AND MEDICAL LEAVE FOR MUNICIPAL EMPLOYEES AND THE APPLICABILITY OF CERTAIN STATUTORY PROVISIONS TO CIVIL UNION STATUS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2007*) (a) Each political subdivision of the state shall grant any employee of such political subdivision who is a party to a civil union, as defined in section 46b-38aa of the general statutes, and who has been employed for at least twelve months by such employer and for at least one thousand two hundred fifty hours of service with such employer during the previous twelve-month period the same family and medical leave benefits under the federal Family and Medical Leave Act, Public Law 103-3, and 29 CFR 825.112, as are provided to an employee who is a party to a marriage.

(b) Any employee of a political subdivision of the state who has worked at least twelve months and one thousand two hundred fifty hours for such employer during the previous twelve-month period may request leave in order to serve as an organ or bone marrow donor, provided such employee may be required, prior to the inception of such leave, to provide sufficient written certification from the physician of such employee of the proposed organ or bone marrow

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donation and the probable duration of the employee's recovery from such donation.

(c) Nothing in this section shall be construed as authorizing leave in addition to the total of twelve workweeks of leave during any twelve-month period provided under the federal Family and Medical Leave Act, Public Law 103-3.

(d) The Labor Department shall enforce compliance with the provisions of this section.

Sec. 2. Section 46b-3800 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

Wherever in the general statutes the terms "spouse", "family", "immediate family", "dependent", "next of kin" or any other term that denotes the spousal relationship are used or defined, a party to a civil union shall be included in such use or definition, and wherever in the general statutes, except sections 7-45 and 17b-137a, subdivision (4) of section 45a-727a, and sections 46b-20 to 46b-34, inclusive, 46b-38nn and 46b-150d, the term "marriage" is used or defined, a civil union shall be included in such use or definition. Wherever in the general statutes, except sections 46a-60, 46a-64, 46a-64c and 46a-66, the term "marital status" is used or defined, civil union status shall be included in such use or definition.

Sec. 3. Section 46a-81c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

It shall be a discriminatory practice in violation of this section: (1) For an employer, by himself or his agent, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against him in compensation or in terms, conditions or privileges of employment because of the individual's sexual

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orientation or civil union status, (2) for any employment agency, except in the case of a bona fide occupational qualification or need, to fail or refuse to classify properly or refer for employment or otherwise to discriminate against any individual because of the individual's sexual orientation or civil union status, (3) for a labor organization, because of the sexual orientation or civil union status of any individual to exclude from full membership rights or to expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer, unless such action is based on a bona fide occupational qualification, or (4) for any person, employer, employment agency or labor organization, except in the case of a bona fide occupational qualification or need, to advertise employment opportunities in such a manner as to restrict such employment so as to discriminate against individuals because of their sexual orientation or civil union status.

Sec. 4. Subsection (a) of section 46a-81d of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) It shall be a discriminatory practice in violation of this section: (1) To deny any person within the jurisdiction of this state full and equal accommodations in any place of public accommodation, resort or amusement because of such person's sexual orientation or civil union status, subject only to the conditions and limitations established by law and applicable alike to all persons; or (2) to discriminate, segregate or separate on account of sexual orientation or civil union status.

Sec. 5. Section 46a-81e of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) It shall be a discriminatory practice in violation of this section:

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(1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of sexual orientation or civil union status.

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sexual orientation or civil union status.

(3) To make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sexual orientation or civil union status, or an intention to make any such preference, limitation or discrimination.

(4) (A) To represent to any person because of sexual orientation or civil union status, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available. (B) It shall be a violation of this subdivision for any person to restrict or attempt to restrict the choices of any buyer or renter to purchase or rent a dwelling (i) to an area which is substantially populated, even if less than a majority, by persons of the same sexual orientation or civil union status as the buyer or renter, (ii) while such person is authorized to offer for sale or rent another dwelling which meets the housing criteria as expressed by the buyer or renter to such person and (iii) such other dwelling is in an area which is not substantially populated by persons of the same sexual orientation or civil union status as the buyer or renter. As used in this subdivision, "area" means municipality, neighborhood or other geographic subdivision which may include an apartment or condominium complex.

(5) For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or

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prospective entry into the neighborhood of a person or persons of a particular sexual orientation or civil union status.

(6) For any person or other entity engaging in residential-real-estate-related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of sexual orientation or civil union status.

(7) To deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against him in the terms or conditions of such access, membership or participation, on account of sexual orientation or civil union status.

(8) To coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this section.

(b) The provisions of this section shall not apply to (1) the rental of a room or rooms in a unit in a dwelling if the owner actually maintains and occupies part of such unit as his residence, or (2) a unit in a dwelling containing not more than four units if the owner actually maintains and occupies one of such other units as his residence.

(c) Nothing in this section limits the applicability of any reasonable state statute or municipal ordinance restricting the maximum number of persons permitted to occupy a dwelling.

(d) Nothing in this section prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than sexual orientation or civil union status.

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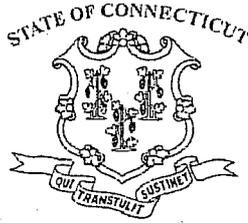
(e) Notwithstanding any other provision of this chapter, complaints alleging a violation of this section shall be investigated within one hundred days of filing and a final administrative disposition shall be made within one year of filing unless it is impracticable to do so. If the Commission on Human Rights and Opportunities is unable to complete its investigation or make a final administrative determination within such time frames, it shall notify the complainant and the respondent in writing of the reasons for not doing so.

(f) Any person who violates any provision of this section shall be fined not less than twenty-five nor more than one hundred dollars or imprisoned not more than thirty days, or both.

Sec. 6. Subsection (a) of section 46a-81f of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) It shall be a discriminatory practice in violation of this section for any creditor to discriminate on the basis of sexual orientation or civil union status, against any person eighteen years of age or over in any credit transaction.

Approved July 10, 2007



**Substitute Senate Bill No. 1106**

**Public Act No. 07-142**

**AN ACT CONCERNING PROCEDURES FOR THE HEARING OF COMPLAINTS AGAINST STATE CONTRACTORS AND SUBCONTRACTORS BY THE COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES AND THE DOCUMENTATION OF NONDISCRIMINATION POLICIES ADOPTED BY STATE CONTRACTORS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Subdivision (8) of section 46a-51 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(8) "Discriminatory practice" means a violation of section 4a-60, as amended by this act, 4a-60a, as amended by this act, 4a-60g, 46a-58, 46a-59, 46a-60, 46a-64, 46a-64c, 46a-66, 46a-68, [sections] 46a-68c to 46a-68f, inclusive, or 46a-70 to 46a-78, inclusive, subsection (a) of section 46a-80 [.] or sections 46a-81b to 46a-81o, inclusive.

Sec. 2. Subsections (c) and (d) of section 46a-56 of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(c) If the commission determines through its [complaint procedure] monitoring and compliance procedures that a contractor or subcontractor is not complying with antidiscrimination statutes or

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contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or the provisions of [section 46a-68c, 46a-68d, 46a-68e or 46a-68f, (A)] sections 46a-68c to 46a-68f, inclusive, the commission may issue a complaint pursuant to subsection (c) of section 46a-82, as amended by this act. Such complaint shall be scheduled for a hearing before a hearing officer or human rights referee appointed to act as a presiding officer. Such hearing shall be held in accordance with chapter 54 and section 46a-84, as amended by this act. If, after such hearing, the presiding officer makes a finding of noncompliance with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or the provisions of sections 46a-68c to 46a-68f, inclusive, the presiding officer may: (1) Order the state [shall] to retain two per cent of the total contract price per month on any existing contract with such contractor; [and (B)] (2) prohibit the contractor [shall be prohibited] from participation in any further contracts with state agencies until: [(i)] (A) The expiration of a period of two years from the date of the finding of noncompliance, or [(ii)] (B) the [commission] presiding officer determines that the contractor has adopted policies consistent with such statutes, [ The commission] provided the presiding officer shall make such [a] determination [as to whether the contractor has adopted such policies] within forty-five days of [its determination] such finding of noncompliance; [ In addition, the commission may do one or more of the following: (1) Publish] (3) publish, or cause to be published, the names of contractors or unions [which it] that the presiding officer has found to be in noncompliance with such provisions; [(2)] (4) notify the Attorney General that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in section 4a-60 or 4a-60a, as amended by this act, appropriate proceedings should be brought to enforce [those] such provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or indirectly,

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compliance with the provisions of [said] section 4a-60 or 4a-60a, as amended by this act; [(3)] (5) recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; [(4)] (6) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; [(5)] (7) order the contractor to bring itself into compliance with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or sections 46a-68c to 46a-68f, inclusive, within a period of thirty days or, for good cause shown, within an additional period of thirty days, and, if such contractor fails to bring itself into such compliance within such time period and such noncompliance is substantial or material or there is a pattern of noncompliance, recommend to the contracting agency that such agency declare the contractor to be in breach of the contract and that such agency pursue all available remedies; or (8) order the contracting agency to refrain from entering into further contracts, or [extension] extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and the provisions of section 4a-60 or 4a-60a, as amended by this act, and sections 46a-68c to 46a-68f, inclusive. The commission shall adopt regulations, in accordance with chapter 54, to implement the provisions of this section.

(d) If the commission determines, through its [complaint procedure and after a hearing held in accordance with chapter 54] monitoring and compliance procedures and after a complaint is filed and a hearing is held pursuant to subsection (c) of this section, that, with respect to a state contract, a contractor, subcontractor or supplier of materials has

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(1) fraudulently qualified as a minority business enterprise, or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor, subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to subsection (b) of section 4a-60g, [it] the hearing officer or human rights referee before whom such hearing was held shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The Attorney General, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered pursuant to this subsection shall be deposited in a special fund and shall be held by the State Treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of chapter 54, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: [(1)] (i) Who are active in the daily affairs of the enterprise; [(2)] (ii) who have the power to direct the management and policies of the enterprise; and [(3)] (iii) who are members of a minority, as [such term is] defined in subsection (a) of section 32-9n.

Sec. 3. Section 46a-68i of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

The commission or any contractor or subcontractor aggrieved by a decision of the hearing officer or human rights referee following a

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hearing held pursuant to [section 46a-68h] subsection (c) of section 46a-56, as amended by this act, shall have a right of appeal to the Superior Court as provided for in section 4-183. Such appeal shall be privileged in order of assignment of trial.

Sec. 4. Section 46a-81r of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

Nothing in sections 4a-60a, as amended by this act, 45a-726a, 46a-51, as amended by this act, 46a-54, 46a-56, as amended by this act, 46a-63, 46a-64b, 46a-65, 46a-67, 46a-68b [,] and 46a-81a to 46a-81q, inclusive, subsection [(d)] (e) of section 46a-82, as amended by this act, subsection (a) of section 46a-83, as amended by this act, and sections 46a-86, as amended by this act, 46a-89, 46a-90a, 46a-98, 46a-98a and 46a-99 shall be deemed or construed (1) to mean the state of Connecticut condones homosexuality or bisexuality or any equivalent lifestyle, (2) to authorize the promotion of homosexuality or bisexuality in educational institutions or require the teaching in educational institutions of homosexuality or bisexuality as an acceptable lifestyle, (3) to authorize or permit the use of numerical goals or quotas, or other types of affirmative action programs, with respect to homosexuality or bisexuality in the administration or enforcement of the provisions of sections 4a-60a, as amended by this act, 45a-726a, 46a-51, as amended by this act, 46a-54, 46a-56, as amended by this act, 46a-63, 46a-64b, 46a-65, 46a-67, 46a-68b [,] and 46a-81a to 46a-81q, inclusive, subsection [(d)] (e) of section 46a-82, as amended by this act, subsection (a) of section 46a-83, as amended by this act, and sections 46a-86, as amended by this act, 46a-89, 46a-90a, 46a-98, 46a-98a and 46a-99, (4) to authorize the recognition of or the right of marriage between persons of the same sex, or (5) to establish sexual orientation as a specific and separate cultural classification in society.

Sec. 5. Section 46a-82 of the general statutes is repealed and the **Public Act No. 07-142**

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following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) Any person claiming to be aggrieved by an alleged discriminatory practice, except for an alleged violation of section 4a-60g or 46a-68 or the provisions of sections 46a-68c to 46a-68f, inclusive, may, by himself or ~~[his]~~ herself or by such person's attorney, make, sign and file with the commission a complaint in writing under oath, which shall state the name and address of the person alleged to have committed the discriminatory practice, and which shall set forth the particulars thereof and contain such other information as may be required by the commission. After the filing of a complaint pursuant to this subsection, the commission shall serve upon the person claiming to be aggrieved a notice that: (1) Acknowledges receipt of the complaint; and (2) advises of the time frames and choice of forums available under this chapter.

(b) The commission, whenever it has reason to believe that any person has been engaged or is engaged in a discriminatory practice, may issue a complaint, except for a violation of subsection (a) of section 46a-80.

(c) The commission, whenever it has reason to believe that any contractor or subcontractor is not complying with antidiscrimination statutes or contract provisions required under section 4a-60, 4a-60a, as amended by this act, or 4a-60g or the provisions of sections 46a-68c to 46a-68f, inclusive, may issue a complaint.

~~[(c)]~~ (d) The commission may issue a complaint if: (1) An affirmative action plan filed pursuant to section 46a-68 is in violation of any of the provisions of section 4-61u or 4-61w, sections 46a-54 to 46a-64, inclusive, section 46a-64c or sections 46a-70 to 46a-78, inclusive; or (2) an agency, department, board or commission fails to submit an affirmative action plan required under section 46a-68.

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[(d)] (e) Any employer whose employees, or any of them, refuse or threaten to refuse to comply with the provisions of section 46a-60 or 46a-81c [J] may file with the commission a written complaint under oath asking for assistance by conciliation or other remedial action.

[(e)] (f) Any complaint filed pursuant to this section must be filed within one hundred and eighty days after the alleged act of discrimination, except that any complaint by a person claiming to be aggrieved by a violation of subsection (a) of section 46a-80 must be filed within thirty days of the alleged act of discrimination.

Sec. 6. Subsection (a) of section 46a-83 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) Within twenty days after the filing of any discriminatory practice complaint pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, or an amendment to such complaint adding an additional respondent, the commission shall cause the complaint to be served upon the respondent together with a notice (1) identifying the alleged discriminatory practice, and (2) advising of the procedural rights and obligations of a respondent under this chapter. The respondent shall file a written answer to the complaint under oath with the commission within thirty days of receipt of the complaint, provided a respondent may request, and the commission may grant, for good cause shown, one extension of time of fifteen days within which to file an answer to a complaint. The answer to any complaint alleging a violation of section 46a-64c or 46a-81e shall be filed within ten days of receipt.

Sec. 7. Section 46a-84 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) If the investigator fails to eliminate a discriminatory practice

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complained of pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, within fifty days of a finding of reasonable cause, [he] the investigator shall, within ten days, certify the complaint and the results of the investigation to the executive director of the commission and to the Attorney General.

(b) Upon certification of [the] a complaint filed pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, or upon the filing of a complaint pursuant to subsection (c) of said section, the [executive director of the commission or his designee] Chief Human Rights Referee shall appoint, for a complaint filed pursuant to said subsection (a) or (b), a hearing officer, hearing adjudicator or human rights referee, and for a complaint filed pursuant to said subsection (c), a hearing officer or human rights referee, to act as a presiding officer to hear the complaint or to conduct settlement negotiations and shall cause to be issued and served in the name of the commission a written notice, together with a copy of the complaint, as the same may have been amended, requiring the respondent to answer the charges of the complaint at a hearing before the presiding officer or hearing adjudicator at a time and place to be specified in the notice. [, provided such] A hearing on a complaint filed pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, shall be commenced by convening a hearing conference not later than forty-five days after the certification of the complaint. [The] Such hearing shall be a de novo hearing on the merits of the complaint and not an appeal of the commission's processing of the complaint prior to its certification. [The hearing] A hearing on a complaint filed pursuant to subsection (c) of section 46a-82, as amended by this act, shall be commenced by convening a hearing conference not later than twenty days after the date of notice of such complaint. Hearings shall proceed with reasonable dispatch and be concluded in accordance with the provisions of section 4-180.

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(c) The place of any hearing may be the office of the commission or another place designated by [it] the commission.

(d) The case in support of the complaint shall be presented at the hearing by the Attorney General, who shall be counsel for the commission, or by a commission legal counsel as provided in section 46a-55, as the case may be. If the Attorney General or the commission legal counsel determines that a material mistake of law or fact has been made in the finding of reasonable cause [ , he] on a complaint filed pursuant to subsection (a) or (b) of section 46a-82, as amended by this act, the Attorney General or the commission legal counsel may withdraw the certification of the complaint and remand the file to the investigator for further action. The complainant may be represented by an attorney of [his] the complainant's own choice. If the Attorney General or the commission legal counsel, as the case may be, determines that the interests of the state will not be adversely affected, the attorney for the complainant shall present all or part of the case in support of the complaint. No commissioner may participate in the deliberations of the presiding officer in the case.

(e) A hearing officer, hearing adjudicator, human rights referee or attorney who volunteers service pursuant to subdivision (18) of section 46a-54 may supervise settlement endeavors, or, in employment discrimination cases only, the complainant and respondent, with the permission of the commission, may engage in alternate dispute resolution endeavors for not more than three months. The cost of such alternate dispute resolution endeavors shall be borne by the complainant or the respondent, or both, and not by the commission. Any endeavors or negotiations for conciliation, settlement or alternate dispute resolution shall not be received in evidence.

(f) The respondent may file a written answer to the complaint under oath and appear at the hearing in person or otherwise, with or without counsel, and submit testimony and be fully heard. If the respondent

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fails to file a written answer prior to the hearing within the time limits established by regulation adopted by the commission in accordance with chapter 54 or fails to appear at the hearing after notice in accordance with section 4-177, the presiding officer or hearing adjudicator may enter an order of default and order such relief as is necessary to eliminate the discriminatory practice and make the complainant whole. The commission or the complainant may petition the Superior Court for enforcement of any such order for relief pursuant to the provisions of section 46a-95.

(g) The presiding officer or hearing adjudicator conducting any hearing shall permit reasonable amendment to any complaint or answer and the testimony taken at the hearing shall be under oath and be transcribed at the request of any party.

Sec. 8. Section 46a-86 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2007*):

(a) If, upon all the evidence presented at the hearing conducted pursuant to section 46a-84, as amended by this act, the presiding officer finds that a respondent has engaged in any discriminatory practice, the presiding officer shall state [his] the presiding officer's findings of fact and shall issue and file with the commission and cause to be served on the respondent an order requiring the respondent to cease and desist from the discriminatory practice and further requiring the respondent to take such affirmative action as in the judgment of the presiding officer will effectuate the purpose of this chapter.

(b) In addition to any other action taken [hereunder] under this section, upon a finding of a discriminatory employment practice, the presiding officer may order the hiring or reinstatement of employees, with or without back pay, or restoration to membership in any respondent labor organization, provided, liability for back pay shall not accrue from a date more than two years prior to the filing or

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issuance of the complaint and, provided further, interim earnings, including unemployment compensation and welfare assistance or amounts which could have been earned with reasonable diligence on the part of the person to whom back pay is awarded shall be deducted from the amount of back pay to which such person is otherwise entitled. The amount of any such deduction for interim unemployment compensation or welfare assistance shall be paid by the respondent to the commission which shall transfer such amount to the appropriate state or local agency.

(c) In addition to any other action taken [hereunder] under this section, upon a finding of a discriminatory practice prohibited by section 46a-58, 46a-59, 46a-64, 46a-64c, 46a-81b, 46a-81d or 46a-81e, the presiding officer shall determine the damage suffered by the complainant, which damage shall include, but not be limited to, the expense incurred by the complainant for obtaining alternate housing or space, storage of goods and effects, moving costs and other costs actually incurred by [him] the complainant as a result of such discriminatory practice and shall allow reasonable attorney's fees and costs.

(d) In addition to any other action taken [hereunder] under this section, upon a finding of a discriminatory practice prohibited by section 46a-66 or 46a-81f, the presiding officer shall issue and file with the commission and cause to be served on the respondent an order requiring the respondent to pay the complainant the damages resulting from the discriminatory practice.

(e) In addition to any other action taken under this section, upon a finding of noncompliance with antidiscrimination statutes or contract provisions required under section 4a-60 or 4a-60a, as amended by this act, or the provisions of sections 46a-68c to 46a-68f, inclusive, the presiding officer shall issue and file with the commission and cause to be served on the respondent an order with respect to any remedial

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action imposed by the presiding officer pursuant to subsection (c) or (d) of section 46a-56, as amended by this act.

[(e)] (f) If, upon all the evidence and after a complete hearing, the presiding officer finds that the respondent has not engaged in any alleged discriminatory practice, the presiding officer shall state [his] the presiding officer's findings of fact and shall issue and file with the commission and cause to be served on the respondent an order dismissing the complaint.

[(f)] (g) Any payment received by a complainant under this chapter or under any equivalent federal antidiscrimination law, either as a settlement of a claim or as an award made in a judicial or administrative proceeding, shall not be considered as income, resources or assets for the purpose of determining the eligibility of or amount of assistance to be received by such person in the month of receipt or the three months following receipt under the state supplement program, Medicaid or any other medical assistance program, temporary family assistance program, state-administered general assistance program, or the temporary assistance for needy families program. After such time period, any remaining funds shall be subject to state and federal laws governing such programs, including, but not limited to, provisions concerning individual development accounts, as defined in section 31-51ww.

Sec. 9. Subsection (a) of section 4a-60 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the

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grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act. If the contract is a public works contract, the

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contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

Sec. 10. Subsection (a) of section 4a-60a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for

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employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.

Sec. 11. Section 46a-68h of the general statutes is repealed. (*Effective July 1, 2007*)

Approved June 25, 2007



**MINUTES**

**MANSFIELD ADVOCATES FOR CHILDREN**  
**Wednesday, June 4, 2008**  
**Town Hall, Council Chambers**  
**6:30-8:00 PM**

**PRESENT:** Kimberley Russo, Jane Goldman, Sandy Baxter, Becky Lehmann, Jessica Higham, Cindy Guerreri, Mary Jane Newman, Donna McLaughlin, Susan Daley, Judy Stoughton, Jim Greene.

**REGRETS:** Anne Bladen, Lisa Oransoff, Kevin Grunwald, Rachel Leclerc, Jackie Soroka, Nancy Hovorka, Katherine Paulhus.

<p><b>Open</b></p>	<p><i>-Welcome: Acting Chair J.Higham called the meeting to order at 6300PM</i>  <i>-Vote to adopt 5/14/08 MAC minutes</i></p>	<p><b>Minutes approved as written.</b>  <b>Welcomed Jim Green</b></p>
<p><b>Announcements</b></p>	<p><i>Updates on: J.Goldman shared information about "Connecticut Charts a Course". This will provide bonuses for teachers in Headstart, School Readiness and DSS centers. Jane reviewed the employment and educational requirements and noted that the bonuses are not limited to recent graduates, as retention of staff is a focus. It is important to apply under the updated START regulations. This program doesn't extend to home care providers</i></p> <p><i>S. Daley provided more information about CT Charts a Course: focusing on the career ladder for early childhood personnel; provides a CT registry, provides training opportunities, is state funded and growing.</i></p> <p><i>S.Baxter reported that Fred Baruzzi has been appointed Superintendent of Mansfield Schools.</i></p>	<p><b>Written information was provided.</b></p>
<p><b>Leadership Work Group planning</b></p>	<p><i>S.Baxter reported that approximately 50+ invitations have been sent for the Information Session on 6-11-08, 5:30-7:30pm in Shippee Hall, UConn. The meeting room is on the ground floor.</i></p>	<p><b>Reviewed the importance of good MAC representation at the meeting</b></p>

<p><b>Leadership Work Group (LWG) Preparations</b></p>	<p><i>S.Baxter led discussion from MAC members to request additional names/positions as well as a listing of resources to be provided to attendees. Suggested terms to be defined were also listed. There was discussion about balancing information that would encourage individuals to join the process vs. too much information for this first meeting. Susan and Jessica offered help to Sandy in compiling this information.</i></p> <p><i>The Leadership Work Group will likely be 12-16 (optimum number) individuals; Initial meeting will be 6/19/08 and involvement will entail a monthly meeting at a minimum, with small groups working at other times. At each step in the process, feedback will be sought from the larger community.</i></p> <p><i>C. Guerreri and S.Baxter reviewed the priorities outlined in "Ready by 5, Fine by 9", and reported that results-based accountability will be the strategy utilized. This is an important strategy as it is what will be used by state government in making funding decisions in the future and a language that legislators have been trained in.</i></p> <p><i>C.Guerreri reiterated the importance of involving Denise Merrill in this process to gain an ally from the Appropriations Committee, a very important committee for this wok.</i></p>	<p><b>K. Russo will contact the N.E. CT Rep for 211 –Info. Line</b></p> <p><b>B. Lehmann will get contact information for the Asst.Principal of the Colchester School in order to recruit her.</b></p> <p><b>J. Stoughton gave contact information for one International parent and may recruit others.</b></p>
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<p><b>Mansfield Family Information Packets</b></p>	<p><i>B. Lehmann led discussion regarding the packets which are assembled annually. Last year about 200 packets were made, funded by a local real estate agent. These are offered to new families and to families who are new to parenting in Mansfield. These families are identified by means of the public school, library, and networking. It was suggested that information about the availability of these packets be placed on the town website.</i></p> <p><i>There was discussion about the time and cost of these packets. Assembly is completed by Sandy and volunteers. The concept of a booklet was briefly discussed. This issue will continue to be discussed at the August meeting, and at that time a date to assemble packets will be established.</i></p>	<p>Further discussion at next MAC meeting.</p> <p>Select date for assembling packets.</p> <p>J. Higham and J. Greene will be reviewing the present packet and offering suggestions to improve.</p>
<p><b>Small Group updates</b></p>	<p><i>S. Daley &amp; J. Goldman report on the <u>Infant/Toddler</u> group. They are currently meeting monthly to establish the next focus.</i></p> <p><i>They have met with UConn staff from the Work Life Committee who has interest and expertise in looking at childcare needs for UConn staff in conjunction with the town. They are now waiting for a confirmation on the date set to meet with the Town Manager and Mayor.</i></p> <p><i>J. Higham reported that the <u>Parent Group</u> will meet on Friday, 6/6/08 to review interviews.</i></p> <p><i>J. Stoughton &amp; D. McLaughlin reported the <u>Membership Group</u> has not met recently, but will be re-convening.</i></p>	

Meeting Adjourned at 8:07pm

**Next Meeting August 6, 2008**

**Respectfully submitted,**

**Donna McLaughlin**



**MINUTES**  
**MANSFIELD ADVOCATES FOR CHILDREN**  
 Wednesday, August 6, 2008  
 6:30-8:30 PM  
 Council Chambers- Town Hall

**PRESENT:** S. Baxter (staff), K. Grunwald (staff), J. Stoughton (staff), J. Goldman, C. Guerreri, L. Dahn

**REGRETS:** A. Bladen, N. Hovorka, S. Daley, L. Oransoff, M.J. Newman, D. McLaughlin, J. Higham, B. Lehmann, K. Russo,

TOPIC	DISCUSSION	OUTCOME
<p><i>Open</i></p>	<p><i>-Welcome: S. Baxter called the meeting to order at 6:35 PM.</i></p> <p><i>-Vote to adopt 6/4/08 MAC Minutes: J. Goldman raised questions about the Infant/Toddler group description in the minutes. Correct that the group is meeting monthly to establish next steps, and Jane and Anne and co-chairs of the Work/Life committee met with Tom Callahan to discuss the need for a feasibility study regarding infant/toddler needs in the community.</i></p> <p><i>- School Readiness Grant and Local Planning Grant Awards:</i></p> <ul style="list-style-type: none"> <li><i>• S. Baxter announced that the SR grant was awarded in the amount of \$107,000, and all four Centers in town are participating. Almost all slots are filled.</i></li> <li><i>• Mansfield received a Community Planning grant in the amount of \$40,000 for July 1, 2008- June 30, 2009. The group is meeting monthly and information is</i></li> </ul>	<ul style="list-style-type: none"> <li><i>• Minutes were corrected noting changes on the Infant/Toddler group report. It should also be noted that Family Information packets were <i>partially</i> funded by a local realtor. There was not a quorum present to adopt the minutes. Send out corrected minutes for the next meeting.</i></li> <li><i>• Have a regular status report on the agenda for the MAC meeting from the Leadership Work Group.</i></li> <li><i>• Create a link on the MAC page of the Town's website to <a href="http://www.leadershipmac.blogspot.com">www.leadershipmac.blogspot.com</a>.</i></li> </ul>

	<i>posted on a blog that has been created.</i>	
<b>Discovery Action Plan</b>	<i>Review recently submitted mid-year report of Discovery Action Plan and plan work for the last 6 mos. of the year: S. Baxter distributed copies of the mid-year report that was sent to Graustein.</i>	<ul style="list-style-type: none"> <li>• C. Guerreri will send a draft public information plan for possible involvement in influencing the legislature.</li> <li>• Explore opportunities to collaborate with the NE Regional group.</li> <li>• Continue to work with Sue Wilson to obtain TA on data collection and analysis.</li> </ul>
<b>Mansfield Family Information Packets</b>	Small group Report	<ul style="list-style-type: none"> <li>• Members of this small group were not present. No small group reports.</li> </ul>
<b>Graduate Student Orientation</b>	Discuss ways that we can assess the needs of UCONN graduate students with young children	<ul style="list-style-type: none"> <li>• S. Baxter and J. Goldman will discuss this.</li> </ul>
<b>Sexual Abuse Prevention Program</b>	<i>Recruit help for evening program for parents</i>	<ul style="list-style-type: none"> <li>• On Sept. 23 there will be a presentation on prevention of sexual abuse of children from 6-8; there will be flyers distributed throughout the school system.</li> </ul>
<b>NEXT MTG.</b>	<b>October 1<sup>st</sup> 6:30-8:00PM Town Hall, Council Chambers</b>	<b>Meeting adjourned at 8:00 PM.</b>

Respectfully submitted,

Kevin Grunwald

**MINUTES**  
**MANSFIELD ADVOCATES FOR CHILDREN**  
 Wednesday, October 1, 2008  
 6:30-8:00 PM  
 Council Chambers- Town Hall

**PRESENT:** K. Grunwald (staff), S. Baxter (staff), A. Bladen (Chair), L. Dahn, MJ Newman, C. Guerreri, N. Hovorka, S. Daley, J. Higham, J. Greene, J. Goldman, J. Stoughton (staff), K. Russo  
**REGRETS:** K. Paulhus, D. McLaughlin, J. Soroka, B. Lehmann

ITEM	DISCUSSION	OUTCOME
Open	<p>-Welcome: meeting called to order at 6:35 PM by Chair A. Bladen; members introduced themselves.</p> <p>-Vote to adopt 6/4/08 and 8/28/08 MAC Minutes</p> <p>-Discuss MAC meeting schedule: A. Bladen reported that the group had decided to meet every other month; question as to whether or not we need monthly minutes for purposes of continuity. S. Baxter pointed out that this was changed due to the Local Planning Grant; it turns out that most members are not part of that group. J. Goldman suggested that it's helpful to meet early in the month, but not Aug., Sept. or January. Suggestion that we meet on the second Wed. of every month, with the exception of July and August.</p>	<p>Minutes accepted as written.</p> <p>Agreed that we will meet monthly on the first Wed. through June of 2009, and will start meeting on the second Wed. of the month as of September, 2009.</p>
Announcements	<p>School Readiness Grant: S. Baxter announced that the School Readiness grant has some open slots.</p> <p>Local Planning Grant: S. Baxter</p>	<p>Asked that if members know anyone who needs care for 3 &amp; 4 year-olds please have them contact Sandy.</p> <p>MJ Newman will provide</p>

	<p>announced that the group has collected data and is in the process of coming up with indicators, which will tell us when a change has occurred. K. Grunwald pointed out that MAC is identified as the oversight group for this planning initiative, and should ensure that the group is moving in a direction that is consistent with the overall goals of MAC. The group is currently in the process of forming a sub-committee on communication. J. Goldman asked if the group is focusing on issues related to healthcare and transportation. J. Stoughton pointed out that this group will be seeking feedback around these issues from the community.</p>	<p>information about the mobile dental clinic. Members are asked to familiarize themselves about the work of this group through <a href="http://www.leadershipmac.blogspot.com">www.leadershipmac.blogspot.com</a></p>
<p>Update- Infant/ Toddler</p>	<p>Infant/Toddler group will update us on meetings in June and September with local leaders and discuss next steps: S. Daley reported that the group recently met with Tom Callahan from UConn and Matt Hart to discuss results of their surveys. T. Callahan suggested that the group develop a "Scope Statement", which would support the need for a feasibility study. They also discussed possible funding. The feasibility study should examine multiple options for a solution; not just a preferred option(s). Look at surrounding communities and whether or not it makes sense to work with them.</p>	<p>The group will meet on 10/9 at 9 AM to develop a Scope Statement; contact unions affiliated with UConn and Mansfield to build a constituency. Identify contacts at surrounding communities. T. Callahan and M. Hart will provide feedback on the Scope Statement. The UConn Work/Life Committee is interested in this and would like a presentation from A. Bladen.</p>
<p>Parent Group</p>	<p>Report on 1-on-1 Interviews: J. Higham distributed a handout on the outcomes of the 27 interviews that they conducted and presented these results to the group. J. Goldman suggested including feedback from the "other" list in future presentations. C. Guerreri suggested "intentional connection"</p>	<p>Look at presenting these results to other groups. Focus on building parent leaders around specific issues. Invite interviewees to presentation of results that is done. The group will be meeting again in the next few weeks to discuss.</p>

	<p>with other town-wide planning projects under next steps. J. Goldman also suggested explaining the methodology that was used for these interviews; include questions that were used. C. Guerreri suggested that interviewees be invited to a town-wide presentation. K. Grunwald suggested that participants be encouraged to look at other intentional connections (e.g. Downtown Partnership, Advisory Committees, etc.). J. Goldman suggested that these people may be convened as a focus group for the planning initiative.</p> <p>Recruitment for more members on parent committee: will use these contacts to recruit new members.</p>	
I-Parent	Hear about a new parent website coming up: K. Grunwald reported on the work of the iParentNetwork/underage drinking initiative.	K. Grunwald will continue to provide updates on the status of this initiative.
MAC Discovery Action Plan	Review plan to check for progress towards meeting goals: S. Baxter distributed copies of the update that was recently submitted to Graustein. This is primarily budgetary, but could include other issues as well, as indicated in our action plan.	C. Guerreri will do a presentation on the _____ model at our next meeting.
Other Business	Mansfield Family Information Packets: S. Baxter acknowledged the work of J. Greene, J. Higham and B. Lehmann on updating these packets and putting the information together. J. Greene sent out a letter to all realtors in town asking for ongoing information about sales to families with young children in town. There was some discussion about changing this to an online format and producing refrigerator magnets with the link to this packet. J. Goldman advocates for still having	

	<p>something to hand out.</p> <p>J. Goldman announced that UConn's Work/Life Coordinator position was frozen and then defunded. HR at UConn has identified graduate students with children, and targeted mailings can be sent to them. They are in the process of putting handouts together for them. The issue of the need for care for infants and toddlers continues to come up.</p>	<p>Explore if Family Fun In Mansfield can be linked on the Work/Life website. S. Baxter will send the file to J. Goldman.</p>
Adjournment/Next Meeting	Meeting adjourned at 8:03 PM; next meeting will be Wed., Nov. 5 at 6:30.	

Respectfully submitted,

Kevin Grunwald

**Mansfield Board of Education Meeting**  
**September 11, 2008**  
**Minutes**

**Attendees:** Mary Feathers, Chair, Martha Kelly, Mark LaPlaca, Min Lin, Katherine Paulhus, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

**Absent:** Shamim Patwa, Chris Kueffner

The meeting was called to order at 7:35 p.m. by Ms Feathers, Chair.

Ms Feathers asked to move the first item on the Superintendent's Report the beginning of the meeting.

- New Certified Staff: The building principals introduced the new teachers for the 2008-2009 school year.

HEARING FOR VISITORS: None

ADDITIONS TO THE PRESENT AGENDA: None

**COMMITTEE REPORTS:**

Ms Feathers reported that the Chairs of the Board of Education from Ashford, Mansfield, Region 19, and Willington met.

Ms Feathers reported that the Building Committee will host a public workshop on Wednesday, September 17<sup>th</sup> in the Mansfield Middle School Cafeteria at 7:00pm. This workshop will focus on presenting a series of options for consideration by the community.

Mr. LaPlaca reported that the personnel committee would like an Executive Session to discuss negotiations with the Mansfield Administrator's Association.

Mr. Hamlin reported that the policy committee met with Attorney Anne Littlefield to discuss policy changes recommended by Shipman and Goodwin. A summary of proposed changes was included in the Board packet for review and he will ask for a motion for adoption at the October 16, 2008 meeting.

**REPORT OF THE SUPERINTENDENT:**

- Budget Overview: Cherie Trahan, Comptroller and Treasurer, Town of Mansfield, discussed what makes a high quality budget and reviewed the eight sections of the budget book and discussed the significance of each.
- Additional 2008-2009 Budget Reductions: **MOTION** by Dr. Bent, seconded Mr. LaPlaca to accept the Budget Reductions of \$155,825 as outlined by Mr. Baruzzi in his memo dated September 4, 2008. **VOTE:** Unanimous in favor.
- Board Summer Retreat Review/Next Steps: Mr. Baruzzi asked the Board to review the notes from the facilitator, George Goens and the impact on future meeting during the 08-09 school year.
- Board Fall Retreat with Administrators: The Board and Administrators will participate in a retreat facilitated by George Goens on Thursday, September 25, 2008. Agenda will include reading and mathematics goals, budget, school building, and special education.
- *Bridges in Mathematics* - Year One: Mr. Baruzzi discussed the implementation plan for the first year of *Bridges in Mathematics*.
- School Energy Committee, 2008-2009: Energy Committees are being formed at each school building to include staff, students, parents, and community members.

- Update on World Language – Quebec Trip and German Exchange: **MOTION** by Mr. Hamlin, seconded Mr. LaPlaca to endorse and support the Mansfield Middle School trips to Germany and Quebec. **VOTE:** Unanimous in favor.
- Class Size/Enrollment: The principals reviewed their enrollment at each school. 82% of classes are within class size guidelines. Principals will continue to monitor enrollment.

NEW BUSINESS: None

CONSENT AGENDA: **MOTION** by Dr. Bent, seconded Mr. LaPlaca that the following items for the Board of Education meeting of September 11, 2008 be approved or received for the record:

The following items for the Board of Education Meeting of September 11, 2008 be approved or received for the record, unless removed by a Board member or the Superintendent of Schools.

That the Mansfield Public Schools Board of Education approves the minutes of the June 12, 2008 Board meeting.

That the Mansfield Public Schools Board of Education approves the minutes of the June 27, 2008 Board meeting.

That the Mansfield Public Schools Board of Education approves the 2008-09 District Consolidated Application for ESEA Federal Grants.

That the Mansfield Public Schools Board of Education approves the employment of Melissa DeLoreto, Academic Support Teacher and Janine Elliott, 6<sup>th</sup> grade Science and Reading teacher and William Vanderrest, 7<sup>th</sup> grade Mathematics teacher at Mansfield Middle School.

**VOTE:** Unanimous in favor.

HEARING FOR VISITORS: NONE

SUGGESTIONS FOR FUTURE AGENDA: NONE

EXECUTIVE SESSION: **MOTION** by Dr. Bent, seconded Ms Lin to move into Executive Session at 9:30pm. to discuss collective bargaining contract negotiations. **VOTE:** Unanimous in favor.

**MOTION** by Dr. Bent, seconded by Mrs. Paulhus to return to open session at 10:15pm. **VOTE:** Unanimous in favor.

**MOTION** by Dr. Bent, seconded by Ms Lin to ratify the Mansfield Administrators Association 2009-2012 contract. **VOTE:** Unanimous in favor.

Mrs. Paulhus left at 10: 20pm.

**MOTION** by Dr. Bent, seconded by Ms Lin to approve a 3% gross wage increase retroactive to July 1, 2008 for the Director of Information Technology. **VOTE:** Mr. Hamlin, Dr. Bent, Mrs. Kelly, Mr. LaPlaca in favor; Ms Lin opposed.

**MOTION** by Dr. Bent, seconded by Mr. Hamlin to adjourn at 10:30pm. **VOTE:** Unanimous in favor.

Respectfully submitted,

Celeste N. Griffin, Board Clerk

**APPROVED MINUTES**  
COMMUNICATIONS ADVISORY COMMITTEE (CAC)  
REGULAR MEETING  
MONDAY OCTOBER 6 2008

The meeting was called to order by chairman Toni Moran at 7:05 p.m. Members present were Toni Moran, Aline Booth, Joyce Crepeau, Leila Fecho, Patrick McGlamery, Richard Pellegrine and Bill Powers. Staff present was Jaime Russell.

#### Town Council Committee on Committees

Leigh Duffy and Gene Nesbitt from the Town Council were present to discuss difficulties in identifying interested citizens to serve on committees. At present, there are about 250 slots on committees with about 100 vacancies. Some suggestions were

1 - sign boards or postings listing vacancies at the Town Hall, the Library, the Community Center, the schools. ( A table had been set up this year at the Know Your Town Fair with little response.)

2 - informing political Town Committees, officers of committees with vacancies, and Town Staff.

3 - using many of the above sources to notify interested citizens of vacancies.

#### Minutes

The minutes of the September 15 meeting were approved with minor typographical corrections and format.

There was no public present.

#### Mission Statement

A preliminary draft of a mission statement for the CAC was discussed with suggestions for the subcommittee to consider. It will be discussed further at the next meeting.

#### Comparable Towns

Dick Pellegrine and Bill Powers noted that some Towns similar to ours do not have a formal policy on communications. Dick spoke about Avon where some people are unhappy about not being able to find details about budget items and contracts. Some other towns similar to ours (college towns) include New Britain, New Haven, Fairfield, Willimantic, New London, Middletown, etc. Toni Moran will join the subcommittee.

#### New Business

Jaime Russell handed out copies of Town policies on procedures for committees such as ours. State laws have been changed regarding posting of draft minutes on the Towns web site within 7 days.

He also reported that the Town has a volunteer who will be working with Charter Communications to tape meetings.

The meeting adjourned at 9:08 p.m.

Respectfully submitted  
Aline Booth, Secretary pro tem

Town of Mansfield  
**CONSERVATION COMMISSION**  
Meeting of 17 September 2008  
Conference B, Beck Building  
**MINUTES**

*Members present:* Peter Drzewiecki (8:00p), Quentin Kessel, Scott Lehmann, John Silander, Joan Stevenson, Frank Trainor. *Members absent:* Robert Dahn. *Others present:* Hill Bullard (8:00p).

1. The meeting was **called to order** at 7:35p by Chair Quentin Kessel.
2. The draft **minutes of the 20 August 08 meeting**, with the correction of a typo in item 3, were approved.
3. **IWA referrals.** Lehmann participated in the IWA field trip on 09/10 (report attached), but maps delineating wetlands were not available to the CC at this meeting. W1416 was considered after item 4 to accommodate Mr. Bullard.
  - a. **W1415 (Madrid Corp., Crane Hill Rd.)** The applicant is requesting approval of a building lot on Crane Hill Rd.; although the lot is large, extensive wetlands constrain development. The proposed house site is across Crane Hill Rd. from the Puddin La. branch of the Nipmuck Trail to Wolf Rock; on the southwest, the lot abuts Town land containing the Nipmuck Trail north of Crane Hill Rd. From the road, the land slopes down toward wetlands to the north and west; the house would be sited close to the road, with its septic system farther down the slope. After some discussion, the CC agreed unanimously to comment as follows (motion: Silander, Trainor):
    - The CC declines to comment on wetland issues in the absence of adequate maps delineating their location relative to the proposed house and septic system.
    - The existing roadside parking area for Wolf Rock, which is often full on fine weekends, extends to the proposed driveway cut. Retaining adequate trailhead parking space along Crane Hill Rd. should be a condition of approval.
    - The trail to Wolf Rock has been compromised by houses recently built to either side of it, and a house at the proposed site will further diminish the natural values of this area: instead of a woodland with large white pines, those returning from Wolf Rock will see another house. Consideration should be given to placing the house farther back on the site, with the septic area in front. In any case, many existing trees as possible should be preserved as a buffer in front of the house.
  - b. **W1416 (Ouimette, Woodland Rd.)** The applicant proposes a house on a wooded lot that slopes up from Woodland Rd., the house sited below a wetland, with its septic system farther downslope toward Woodland Rd. Based on Lehmann's report, the CC agreed to the following comment (motion: Drzewiecki, Stevenson; for: Drzewiecki, Kessel, Lehmann, Stevenson; abstaining to protest lack of adequate maps: Silander, Trainor):
    - The CC recommends moving the proposed house and septic system closer to Woodland Rd. to reduce the potential impact of grading on the wetland.

**4. CL&P Interstate Reliability Project.** Hill Bullard was invited to review this proposal for the CC; Mr. Bullard is active in Joshua's Trust and owns property along CL&P's right of way in Chaplin.

CL&P proposes to upgrade the electrical grid by doubling the capacity of its 345 kV line through northeast CT. Its preferred alternative is to add a second set of poles to its existing right-of-way. In Mansfield, this right-of-way is 300 ft wide through private and Town land and 150 ft wide through Army Corps of Engineers (ACE) land at Mansfield Hollow. CL&P is asking ACE for another 150 ft. In all areas, trees would be cleared on the north side of the right-of-way to leave 85 ft between the 2 columns of poles and another 75 ft to trees. This would entail loss of forest in Town land on the right-of-way where the Puddin La. branch of the Nipmuck Trail crosses. Resurgence of trees and brush would be controlled by herbicide applications.

If ACE refuses to grant the extra right-of-way, CL&P might propose (a) routing the line through Windham, avoiding Mansfield entirely, or (b) replacing existing poles in Mansfield Hollow with higher ones that could carry both the existing lines and the new ones. More sweeping alternatives include routing the line (which would start at Worcester, MA) along I-90 and I-91 ("Option C2"), avoiding northeast CT entirely. The Connecticut Siting Council will decide where the line will go; the Town may comment, but has no jurisdiction. In making its decision, the Siting Council will consider cost, so the options of running the lines underground -- or through Windham -- at considerable extra expense are probably unrealistic. There will be a public hearing at the Mansfield Community Center on 10/22.

Mr. Bullard urged the CC to communicate concerns about this project to the Town Planner, asking that they be included in the Town's comment; a copy should be sent to Rep. Merrill. He suggested (a) asking for more consideration of Option C2, (b) pushing for replacing existing poles with taller ones capable of carrying the extra lines in the Mansfield right-of-way, (c) barriers to ATV access, and (d) restoration of land used for access during the construction phase.

**5. Election of Officers.** The following people agreed to serve as officers one year, starting immediately, and were elected by acclamation: Quentin Kessel (Chair), John Silander (Vice Chair), Scott Lehmann (Secretary).

**6. Membership.** The CC is short two alternates. Drzewiecki will invite Catherine Carlson to the October meeting.

7. The meeting was **adjourned at 9:30p** after the CC decided that, at this hour, it lacked the energy to consider and comment on the proposed **Verizon cell phone tower** on Daleville Rd. in Willington.

Scott Lehmann, Secretary  
18 September 08; approved 15 October 08

Attachment: Report on the 09/10/08 PZC/IWA field trip.

There were four sites on the Field Trip, but I believe that only the last two concern the CC.

IWA 1416 (Ouimette, Woodland Rd.) The applicant proposes one house on a large wooded lot on the east side of Woodland Rd. The land slopes up from the road to a large field at the property line. There is a wetland in a flat area below the field and above the proposed house site. The

house is to be just 25 or 30 ft from the wetland, though the wetland is slightly uphill from it; the septic system would be located between the house and the road, i.e., farther downhill from the wetland. There does not seem to be any reason why the house and septic system could not be moved somewhat closer to the road and farther from the wetland, which would decrease the impact on it from grading (as well as reducing potential drainage problems at the house).

IWA 1415 (Madrid Corp., Crane Hill Rd.) The applicant proposes one house on a wooded lot on Crane Hill Rd., just across the road from the Puddin Lane branch of the Nipmuck Trail to Wolf Rock; Town land containing the trail north of Crane Hill Rd. abuts the lot to the southwest. Although the lot is large, wetlands limit the buildable area to what is proposed. The land slopes down from the road to wetlands to the north and west, though the slope is not great once you get beyond the road embankment. The septic system would be located beyond the house, farther down the slope and closer to wetlands, but probably not close enough to have a significant impact. Nonetheless, the conversion of this woodland, with its large white pines, to housing will further suburbanize Wolf Rock area, diminishing its natural values. A potential issue is parking for Wolf Rock; the new owners will probably not be thrilled about lots of cars parking right in front of their house. (Parking in the obvious area where the Nipmuck crosses Browns Rd. to the north is *streng verboten*, presumably at the insistence of the landowner.)

Scott Lehmann, 09/12/08

TOWN OF MANSFIELD  
Ethics Board

Thursday, October 2, 2008  
Mansfield Community Center Conference Room  
7:00pm

Minutes

Members Present: Nora Stevens, Win Smith, Mike Sikoski, David Ferrero, Eleanor Plank, Mayor Paterson (serving as chair until chair is selected amongst membership)

Staff Present: Matthew Hart, Town Manager, Maria Capriola, Assistant to Town Manager

I. INTRODUCTIONS

Mayor Paterson welcomed members of the committee, staff and presenters present. Members of the Committee introduced themselves to one another.

II. SELECTION OF RECORDER

Ms. Capriola agreed to serve as secretary for this meeting of the committee. The Committee will select a secretary from within the membership at a future meeting.

III. PRESENTATION ON PUBLIC SECTOR ETHICS

Ms. Carol Lewis, Ph.D. (Princeton University), professor of political science at the University of Connecticut, consultant and author in the field of public sector ethics, and long-time Mansfield resident provided a brief overview of public sector ethics in local government. Ms Lewis discussed approaches to public sector ethics, principles behind conflict of interest, and the appearance of impropriety. Ms. Lewis noted that principles of conflict of interest often include: public stewardship; rejecting private gain; maintaining impartial and independent judgment; and upholding public confidence in government integrity. Ms. Lewis also discussed "three rules of thumb" to consider when drafting ethics policies, ordinances, etc: keep the rules as simple as possible to get the job done; tailor the rules to the management and legislative context of the community (no universal, one-size fits all code); and make work better for elected and appointed (volunteer) officials and employees – not impossible.

IV. ORIGINS OF THE COMMITTEE AND ETHICS ORDINANCE

Ms. Capriola and Ms. Stevens provided background on the Committee and the complaint procedure it developed in the late 1990's. As an original member to the Committee, Ms. Stevens noted that the complaint procedure was only utilized once, and that it worked well. Ms. Stevens noted that once the procedures were established, the Committee did not meet, as it has not received any complaints as noted in the complaint procedure. The Committee decided to meet on October 23, 2008 to: review the complaint procedure and determine if any modifications are needed and review the ethics ordinance and determine if any changes should be recommended to Council. Mr. Sikoski, offered two samples of ethics codes to the

group: Wilton, CT ethics code and the sample municipal ethics code as drafted by the State of Connecticut in 1995.

V. SELECTION OF CHAIR

The group decided to wait on selecting a member as the chair until they have had an opportunity to work with one another. This will be decided at a future meeting.

VI. ADJOURNMENT

The meeting adjourned at 8:30pm.

Respectfully Submitted,  
Maria E. Capriola  
Assistant to Town Manager

**Sara-Ann Chainé**

**From:** webmaster@mansfieldct.org  
**Sent:** Tuesday, November 04, 2008 9:55 AM  
**To:** Sara-Ann Chainé  
**Subject:** Approved 10-6-08 IWA Minutes

MINUTES

MANSFIELD INLAND WETLANDS AGENCY

Regular Meeting

Monday, October 6, 2008

Council Chambers, Audrey P. Beck Municipal Building

Members present: J. Goodwin (Acting Chairman), B. Gardner, R. Hall, K. Holt, P. Kochenburger,  
B. Pociask, B. Ryan,

Members absent: R. Favretti, P. Plante

Alternates present: M. Beal, L. Lombard (arrived at 7:10)

Alternates absent: G. Lewis

Staff present: G. Meitzler (Wetlands Agent)

Acting Chairman Goodwin called the meeting to order at 7:00 p.m. Alternates Lombard and Beal were appointed to act in Favretti's & Plante's absence.

**Minutes:**

9-2-08 Regular Meeting-Hall MOVED, Ryan seconded, to approve the 9-2-08 regular meeting minutes as written. MOTION PASSED with all in favor except Gardner who disqualified herself.

9-10-08 Field Trip-Holt MOVED, Ryan seconded, to approve the 9-10-08 field trip minutes as written. MOTION PASSED with Goodwin, Hall, Beal, Ryan and Holt in favor, and all others disqualified.

9-15-08 Special Meeting-Pociask MOVED, Gardner seconded, to approve the 9-15-08 Special Meeting minutes as corrected. MOTION PASSED UNANIMOUSLY.

**Communications:**

The Wetlands Agent's Monthly Business report and the minutes of the 9-17-08 Conservation Commission meeting were both noted.

## **Outstanding Enforcement Action:**

### W1400 - Glode - Stafford Rd near Mansfield City Rd

Hall reported that the Lion's Club is unable to assist in the cleanup of this property, adding that the amount and location of the debris made it difficult for members of the club to participate in the cleanup. Meitzler stated that this matter should be referred to the Town Attorney and a report to be given at the next meeting. Holt MOVED, Gardner seconded, to refer the illegal dumping occurring at the Glode property on Stafford Road to the Town Attorney (file W1400). MOTION PASSED with all in favor except Hall who abstained.

## **Old Business:**

### W1411 - Chovnick - Rte. 32 & Cider Mill Rd. - showroom addition

Holt MOVED, Ryan seconded, to grant an Inland Wetlands License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Benjamin Chovnick (file no. W1411), for a two-story 30'x40' addition to an existing building, including paving of the parking area and drainage work, on property owned by Eleanor Chovnick, located at Route 32 and Cider Mill Road, as shown on a map dated 7/28/08 revised through 9/2/2008, and as described in other application submissions. This action is based on the application submissions, observations made on a field trip to the site on September 10, 2008, and consideration of applicable regulations.

Based on the above considerations, the Agency hereby finds this project will not cause significant impact, provided the following conditions are met:

1. All erosion and sedimentation controls (as shown on the plans) shall be in place prior to construction and maintained during construction and removed when disturbed areas are completely stabilized.
2. The proposed paving of the parking area shall be extended to include the area around the dry well inlet. Both areas shall be connected to each other and shall be paved at the same time.
3. In the event of further modifications to the plan resulting from final Planning and Zoning reviews, those final plans shall be brought back to the Wetlands Agency for review of those modifications.

This approval is valid for a period of five years (until October 6, 2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this Agency for further review and comment. MOTION PASSED UNANIMOUSLY.

### W1415 - Madrid Corporation - Crane Hill Road - 1 lot subdivision

Mark Peterson, P.E., of Gardner & Peterson Associates, representing the applicant, stated that there are not any changes to the house location or lot lines as proposed and depicted in the 8/08/08 application. He then submitted two alternative driveway plans, each with a change in the driveway location based on concerns raised by staff regarding the proximity of the proposed driveway to the parking area for the Nipmuck Trail and the open space area. Peterson noted that the location of the driveway in the 8/08/08 plan was chosen because of

solar orientation. Members posed questions to the applicant regarding which driveway plan had the least effect on the wetlands, proximity of driveway to wetlands, stonewall disturbance and driveway grades and slopes.

John Ianni, Professional Soil Scientist, emphasized that the significant wetland is in the western portion of the site, adding that it is not supplied by a running water course, but by seeps. He stated that in his professional opinion he does not expect any impact on the wetlands from the construction of the house, driveway or septic system.

Holt questioned how this application differs from the one previously denied by the IWA, and was told that there were two house lots proposed originally.

Gardner stated that revised plans should include the location of significant trees in the vicinity of the proposed driveway.

This item was tabled until the November 3, 2008 meeting.

W1416 - Ouimette - Woodland Road - single-family house in buffer

Holt MOVED, Ryan seconded, to grant an Inland Wetlands License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Dan Ouimette Builders, LLC (file no. W1416), for a single family house with three bedrooms on property owned by Michael Sikoski, located on the east side of Woodland Road, as shown on plans dated 3/31/2008 revised through 10/06/2008, and as described in other application submissions. This action is based on the application submissions, observations made on a field trip to the site on September 10, 2008, and consideration of applicable regulations.

Based on the above considerations, the Agency hereby finds this project will not cause significant impact, provided the following conditions are met:

1. All erosion and sedimentation controls (as shown on the plans) shall be in place prior to construction and maintained during construction and removed when disturbed areas are completely stabilized.
2. This approval is limited to approval for construction of a single family three bedroom house, and a note to this effect shall be included in the deed of conveyance for this land, and recorded on the land records.

This approval is valid for a period of five years (until October 6, 2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this Agency for further review and comment. MOTION PASSED UNANIMOUSLY.

**New Business:**

W1417 - Popeleski - Bassetts Bridge & S. Bedlam Road - 3 lot subdivision

Holt MOVED, Hall seconded, to receive the application submitted by Thomas V. Pope, Executor (File W1417) under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield for approval of a 3 lot residential subdivision, at Bassetts Bridge and South Bedlam Roads, on property owned by the Estate of Shirley Popeleski, as shown on a map

dated 7/21/08, revised through 9/30/08, and as described in other application submissions, and to refer said application to the staff and Conservation Commission for review and comment. MOTION PASSED UNANIMOUSLY.

**Reports of Officers and Committees:**

Acting Chairman Goodwin declared that a Field Trip will be scheduled for Wednesday, October 15, 2008 at 1:00 p.m.

**Other Communications and Bills:**

Noted.

**Adjournment:**

The meeting was adjourned at 7:40 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

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**Sara-Ann Chainé**

**From:** WEBMASTER@MANSFIELDCT.ORG  
**Sent:** Tuesday, October 21, 2008 9:51 AM  
**To:** Sara-Ann Chainé  
**Subject:** PZC 10-15-08 FIELD TRIP APPROVED MINUTES

MINUTES

MANSFIELD INLAND WETLAND AGENCY/PLANNING AND ZONING COMMISSION

FIELD TRIP

Special Meeting

Wednesday, October 15, 2008

Members present: R. Favretti, B. Gardner, R. Hall, K. Holt, L. Lombard, B. Ryan

Staff present: G. Meitzler, Wetlands Agent, Assistant Town Engineer;  
S. Lehman (Conservation Commission), G. Padick, Director of Planning;

The field Trip began at 1:10 p.m.

1. POPELESKI PROPERTY, BASSETTS BRIDGE RD., - PROPOSED 3-LOT SUBDIVISION  
IWA File #1417, PZC File# 1278

Members were met on site by S. Filip, Project Surveyor. Site characteristics were observed from Bassetts Bridge Road and from the three proposed house locations. No decisions were made.

The field trip ended at approximately 1:50 p.m.

Respectfully submitted,

K. Holt, Secretary

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# MINUTES

## Mansfield Advisory Committee on Persons with Disabilities

Regular Meeting - Tuesday September 23, 2008

2:30 PM - Conference Room B - Audrey P. Beck Building

- I. Recording Attendance: K. Grunwald (staff), J. Tanner, K.A. Easley (staff), J. Sidney, W. Gibbs, C. Colon-Semenza
- II. Approval of the Minutes for the Meeting, June 24, 2008: the minutes were approved as written.
- III. New Business
  - a. Welcome new member: Jacqui Kelleher: not present.
  - b. Report on "Know Your Towns Fair"; discussion re: wheelchair simulation exercise: K. Grunwald presented concerns about the impact of this exercise. Is the purpose to raise awareness about accessibility issues, or is it to sensitize people to disabilities? It was decided that the group will look for other ways to raise awareness.
  - c. Discussion re: a web page for this committee: some discussion about this committee having their own page on the Town website: content would include information about the committee

(mission statement), resource links, accessible parking, social activities group, accessibility issues (threads and needles), "contact us". Email suggestions to Wade at [wade.gibbs@uconn.edu](mailto:wade.gibbs@uconn.edu).

- d. "Other": Parking Violation notice: discussion of possible use of accessible parking violation notices. J. Sidney shared an experience confronting an individual who was in an accessible space. There was some discussion about the risks associated with confronting people over this issue. Some feeling that the most significant impact would be for people to get a ticket and be fined. J. Sidney stated that the police will act on a picture showing a license plate. K.A. Easley asked if there is something available from the DMV or the police that would empower a citizen to make sure that a citation is issued. The notice could cite the statute and the violation. K. Grunwald will invite Resident State Trooper Jim Kodzis to the next meeting. J. Tanner and K. Grunwald will work on an article that will call attention to this issue.
- Kayaks at River Park: find out where the kayaks are stored, is it possible to get a kayak that is accessible (2-person?), etc.? K. Grunwald will follow-up with Parks & Rec. and the Health District to get answers to these questions.
  - Parking at the landing: two designated accessible spots; need to be moved to make them van accessible. K. Grunwald will follow-up to see if they have been moved to the left.
  - C. Colon-Semenza had an experience with a friend whose child has juvenile diabetes; unable

to get into the Town pre-school program. None of the other pre-school programs have a registered nurse on staff. Questions raised regarding disability guidelines for admission to the school. K. Grunwald will ask Rachel Leclerc.

#### IV. Old Business

- a. Election of Committee Chair: J. Sidney feels that there should be an election of the committee members. We will ask for nominations and hold an election at the next meeting.
- b. Funding opportunities for accessibility improvements: J. Sidney stated that she is disappointed that the Community Center has not renovated an additional dressing room to an accessible dressing room. Suggestion that a sign be placed inside the changing room as well; what about getting a key from the desk for the room? K. Grunwald will check with Curt Vincente.
- c. Status of accessibility issues previously identified: TJ Maxx- K. Grunwald will write a thank-you letter; see if they want to do a photo with the Committee. K. Grunwald will follow-up regarding grant opportunities.

- V. Adjournment: meeting adjourned at 3:55 PM. (note: a request was made that the meeting time be limited to one hour. Committee members agreed).

Respectfully submitted,

Kevin Grunwald

**Town of Mansfield**  
**Open Space Preservation Committee**  
Minutes of the September 16, 2008 meeting

Members present: Evangeline Abbott, Ken Feathers, Quentin Kessel, Steve Lowrey, Jim Morrow, Vicky Wetherell. Town Staff - Jen Kaufman, Greg Padick

1. Meeting called to order at 7:35.
2. Minutes of the August meeting were approved on a motion by Kessel/Lowrey.
3. Opportunity for Public Comment: none present.
4. Old Business: none.
5. Report from Town Staff: Padick reported updates on Mulwood West. Meeting in Executive Session at 7:41 for discussion of additional reporting by Padick/Kaufman. Out of Executive Session at 7:50.
6. New Business: Padick reviewed and highlighted particulars of **Section 13.0 OPEN SPACE, PARK OR PLAYGROUND AREAS** regulations. Strategies to improve receipt of input from various committees/commissions were discussed and further review of the material was requested by Padick for consideration by the regulations review sub-committee prior to the spring public hearing to be held on this matter. Feathers put forth the suggestion to continue review of regulations at the October OSPC meeting.
7. Meeting adjourned at 8:55.

Respectfully submitted,  
Evangeline Abbott

**Sara-Ann Chainé**

**From:** WEBMASTER@MANSFIELDCT.ORG  
**Sent:** Tuesday, October 21, 2008 9:52 AM  
**To:** Sara-Ann Chainé  
**Subject:** 10-6-08 PZC APPROVED MINUTES

MINUTES

MANSFIELD PLANNING AND ZONING COMMISSION

Regular Meeting, Monday, October 6, 2008

Council Chambers, Audrey P. Beck Municipal Building

Members present: J. Goodwin (Acting Chairman), B. Gardner, R. Hall, K. Holt, P. Kochenburger,  
B. Pociask, B. Ryan

Members absent: R. Favretti, P. Plante

Alternates present: M. Beal, L. Lombard

Alternates absent: G. Lewis

Staff present: G. Padick, Director of Planning and C. Hirsch, Zoning Agent

Acting Chairman Goodwin called the meeting to order at 7:45 p.m., and appointed alternate Beal to act in Favretti's absence and Lombard for Plante.

**Minutes:**

9/15/08- Hall MOVED, Gardner seconded, to approve the 9/15/08 minutes as corrected.  
MOTION PASSED UNANIMOUSLY.

**Scheduled Business:**

**Zoning Agent's Report:**

Zoning Agent items A & B were noted.

**C. Hall Property Update**

Hirsch reported that he met Hall at the site and reviewed all the vehicles on the property. Hirsch said that there were very few vehicles that he felt are accessory use to the business. Hirsch will research the start of the Hall business site to determine what vehicles are considered accessory to the approved use. Hirsch will report back at the next meeting and he will send Hall a letter with his finding.

#### D. DeBoer Property Update

Hirsch said that he has not been given the authority to inspect the property, but he is aware that five vehicles have been removed. DeBoer may remove more, although there has not been a firm commitment from the owner.

#### Old Business:

##### **1. Subdivision Application, Windwood Acres, Baxter Estates Section II, 6 lots off of Storrs Rd., Crossen., o/a File # 1229-2**

Kochenburger disqualified himself. Hall MOVED, Beal seconded, to approve with conditions the six-lot Windwood Acres subdivision on property owned by R. F. Crossen Contractors, LLC., located on Storrs Road in an RAR-90 zone, as submitted to the Commission and shown on plans dated 3/31/08 as revised to 7/29/08, as presented at Public Hearings on 5/5/08 and 6/2/08 and as described in other application submissions including a March 2008 landscape assessment report prepared by J. Alexopolus. This approval is granted because the application as hereby approved is considered to be in compliance with the Mansfield Zoning and Subdivision Regulations. It also takes into consideration a 9/15/08 approval action by the Inland Wetland Agency. Approval is granted with the following modifications or conditions:

1. Final plans shall be signed and sealed by the responsible surveyor, engineer, soil scientist, and landscape architect.
2. Subject to the incorporation of revisions required by the 9/15/08 IWA approval, the Commission accepts the applicant's proposed dedication of land to the Town and conservation easements as appropriate to address the open space dedication requirements of Section 13 for the subject 6-lot subdivision. A deed for the open space dedication to the Town and conservation easement documents, based on the Town's model format, shall be approved by the Director of Planning and Town Attorney and filed on the Land Records in association with final plans.
3. This approval authorizes a merged segment of common driveway from Storrs Road through the depicted wetland crossing as generally depicted on a 5/6/08 alternative driveway layout submitted by the applicant. Final plans shall incorporate this design revision with a single curb cut on Storrs Road and wetland crossing details as approved by the Inland Wetland Agency. This approved common driveway design is considered consistent with the expressed objectives of Mansfield's common driveway regulations and will help reduce environmental impacts and promote traffic safety. Common driveway easements that address maintenance and liability issues shall be approved by the Director of Planning and the Town Attorney. All common driveway work shall be completed or bonded in an amount and form acceptable to the PZC Chairman, with staff assistance, before the filing of the subdivision plan, pursuant to Section 7.10.e. A Department of Transportation permit is required for driveway work within the State right-of-way.
4. Pursuant to Subdivision Regulation provisions, particularly Sections 7.5 and 7.6, this action specifically approves frontage waivers for lots 14, 15, 16 and 17 and the depicted building envelopes for all lots. Unless revisions are specifically authorized by the Commission, the depicted building envelopes shall serve as the setback lines for all future structures and site improvements, pursuant to Article VIII of the Zoning Regulations. This condition, which is noted on the plans, shall be specifically noticed on

the Land Records.

The frontage waivers are considered acceptable based on the judgment that the yield plan demonstrates that the subject lots could be accessed by a new Town Road that would meet subdivision regulations and would likely be approved by the Inland Wetland Agency.

5. Pursuant to the waiver provisions of Section 11.1., this approval authorizes a segment of overhead utility line construction crossing Storrs Road. Unless alterations are specifically approved by the PZC Chairman with staff assistance, all utility work shall comply with submitted plans. This authorized waiver of a segment of underground service was appropriately justified by information presented in a 5/27/08 letter from the project engineer.
6. The approved plans include specific notes regarding stone wall preservation and, pursuant to Section 7.7, no existing stone walls shall be altered except for site work depicted on the approved plans. No stones from existing walls shall be removed from the site. In conjunction with the filing of final maps, notice of this condition shall be filed on the Land Records and referenced in the deeds of the subject lots.
7. The erosion control plan shall be revised to include daily inspections and the submittal of bi-weekly erosion and sediment control monitoring reports until all common driveway work is completed and disturbed areas are revegetated.
8. The Commission, for good cause, shall have the right to declare this approval null and void if the following deadlines are not met (unless a ninety [90] or one hundred and eighty [180]-day filing extension has been granted):
  - A. All final maps, including submittal in digital format, common driveway easements, an open space deed for land to be conveyed to the Town, conservation easements and a Notice on the Land Records to address conditions 4 and 6, for recording on the Land Records (with any associated mortgage releases) shall be submitted to the Planning Office no later than fifteen days after the appeal period provided for in Sec. 8-8 of the State Statutes or, in the case of an appeal, no later than fifteen days of any judgment in favor of the applicant;
  - B. All monumentation (including delineation of the open space parcel and conservation easements with iron pins and the Town's official markers every 50 to 100 feet on perimeter trees or on cedar posts), with Surveyor's Certificate, and common driveway improvements, shall be completed or bonded pursuant to the Commission's approval action and Section 14 of the Subdivision Regulations no later than fifteen days after the appeal period provided for in Section 8-8 of the State Statutes or, in the case of an appeal, no later than fifteen days of any judgment in favor of the applicant.

MOTION PASSED with all in favor except Kochenburger who disqualified himself.

**2. Site Modification Application, Motorcycle Consultant, LLC, E. Chovnick, owner, B. Chovnick, applicant, 213 Stafford Road, showroom expansion, File #827-3**

Benjamin Chovnick, owner, and Richard Sherman, architect, were present answer questions regarding the submitted revised plans. Padick discussed the site plan and landscaping issues outlined in his report. He said that access to the employee parking area needs to be clearly

depicted on the plans. Padick stated that a PZC judgment is necessary to determine if the proposed plan may be approved as a modification or if a special permit application should be required. Hall volunteered to work with staff on a draft motion.

### **3. Subdivision Application, Malek Manor, Lot 4, Crane Hill, File # 548-2**

Item was tabled.

### **4. Proposed CL&P "Interstate Reliability Project"**

Item was tabled, pending Public Information Session on 10/22/08 @ 5:30-7:30 p.m. at the Community Center.

### **New Business:**

#### **1. Request to Modify Staples Center Free Standing Sign, 82-86 Storrs Rd, File #483-4**

Kochenburger MOVED, Holt seconded, that the Planning and Zoning Commission approve the identity sign revision request of D. Mills for the Staples Center site, 82-86 Storrs Road, as described in a 9/19/08 letter and attached sign depiction. This authorization is approved pursuant to the provisions of Article X., Section C.6.k. of Mansfield's Zoning Regulations and a determination that the proposal is preferable to have a separate site name sign. MOTION PASSED UNANIMOUSLY.

#### **2. Request to Release/Reduce Driveway Bonds for Mulwood East (File #1225) and Mulwood West (File #1225-2)**

Mulwood East (File #1225) Gardner MOVED, Holt seconded, that the Planning and Zoning Commission authorize the Director of Planning to take appropriate action to release the \$5,000 bond plus accumulated interest that has been held to ensure suitable completion of the Mulwood East common driveway work off of Wormwood Hill Road. MOTION PASSED UNANIMOUSLY.

Mulwood West (File #1225-2) Gardner MOVED, Holt seconded, that the Planning and Zoning Commission authorize the Director of Planning to reduce bonding requirements for Mulwood West Subdivision common driveway to \$5,000 plus accumulated interest. Furthermore, upon satisfactory completion of paved apron work that the Director of Planning is authorized to release the bond in its entirety. A new bond agreement shall be executed in association with this action. MOTION PASSED UNANIMOUSLY.

### **Public Hearings:**

#### **Special Permit Application, Conversion of 1-Family to 2-Family Residence, 1620 Storrs Rd.,**

#### **Y. Ghiaei, o/a File #1276**

Acting Chairman Goodwin opened the Public Hearing at 8:32 p.m. Members present were J. Goodwin, B. Gardner, R. Hall, K. Holt, P. Kochenburger, B. Pociask, B. Ryan, and alternates M. Beal, and L. Lombard. Goodwin appointed Beal and Lombard to act. Padick read the Legal Notice as it appeared in the Chronicle on 9/23/08 and 10/1/08, and listed the following communications received and distributed to all members of the Commission: a 10/2/08 memo from G. Padick, Director of Planning; and a 9/25/08 memo from EHHD. Padick summarized his memo and discussed his concerns regarding the need for clearly marked parking spaces and clear mapping with dimensions in order to provide the PZC with the information necessary to assess setback waivers. The consensus of the Commission was for the applicant to return with

a revised map showing clearly marked parking spaces for resident parking, including space for vehicles to turn-around. Hall questioned if staff was aware of the history of the creation of the apartment.

Goodwin noted no further questions from the public or the Commission. Public Hearing will be continued until October 20, 2008.

**Special Permit Application, Arcade Use, 591 Middle Tpk, Daniel Keener, o/a, File #1277**

Acting Chairman Goodwin opened the Public Hearing at 8:45 p.m. Members present were J. Goodwin,

B. Gardner, R. Hall, K. Holt, P. Kochenburger, B. Pociask, B. Ryan, and alternates M. Beal, and L. Lombard. Goodwin appointed Beal and Lombard to act. Padick read the Legal Notice as it appeared in the Chronicle on 9/23/08 and 10/1/08, and listed the following communication received and distributed to all members of the Commission: a 10/2/08 memo from G. Padick, Director of Planning.

Ryan Fitzgerald and Dan Keener, applicants, were present to answer questions.

Members questioned the applicants about the hours of operation, Fire Marshal and Building Official approval and code compliance, occupancy limits, restroom facilities and other accommodations, age requirements, sales of products and types of games, menu, layout of seating in booths and at tables, and crowd control.

Goodwin noted no further questions from the public or the Commission. Hall MOVED, Kochenburger seconded, to close the Public Hearing at 9:00 p.m. MOTION PASSED UNANIMOUSLY.

Gardner volunteered to work with staff to draft a motion.

**New Business Continued:**

**3. Request to Review Existing Policy that Considers a Town Line to be a Lot Line (9/15/08 Letter from Attorney Schragar)**

Padick stated this item is being referred to the Town Attorney.

**4. Request to Accept Extension of Adeline Place as a Town Road, File #1187-2**

Hall MOVED, Holt seconded, that the Planning and Zoning Commission report to the Town Council that the extension of Adeline Place constructed in association with Pine Grove Estates Subdivision is now ready to be accepted as a Town road. Upon Town Council acceptance of this road extension, the PZC Chairman, with staff assistance, is authorized to execute a one-year maintenance bond pursuant to regulatory requirements. MOTION PASSED UNANIMOUSLY.

**5. New 3-Lot Subdivision Application, Bassetts Bridge & South Bedlam Rds, Mansfield Hollow Estates, File # 1278**

Holt MOVED, Lombard seconded, to receive the subdivision application (file # **1278**) submitted by Thomas V. Pope, Executor for a 3-lot subdivision named Mansfield Hollow Estates on property located at the northwest corner of Bassetts Bridge and South Bedlam Roads, owned by the Estate of Shirley Popeleski as shown on plans dated 7/21/08, and as described in other

application submissions, and to refer said application to the staff, Conservation Commission, and Open Space Preservation Committee for review and comments. MOTION PASSED UNANIMOUSLY.

**Reports of Officers and Committees:**

Acting Chairman Goodwin noted a Field Trip scheduled for Wednesday, October 15, 2008 at 1:00 p.m.

**Communications and Bills:**

Padick noted a 10-29-08 meeting at Bishop Center regarding two alternate sites for the UConn composting facility. Members discussed the notification process for abutters. Pociask asked about the possibility of installing sidewalks on Storrs Road north from Horsebarn Hill Road to the Four Corners. Padick will bring these items to the attention of the appropriate staff.

**Adjournment:**

Lombard MOVED, Holt seconded, to adjourn the meeting. MOTION PASSED UNANIMOUSLY.

Goodwin declared the meeting adjourned at 9:17 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

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## **Sara-Ann Chainé**

**From:** webmaster@mansfieldct.org  
**Sent:** Tuesday, November 04, 2008 9:56 AM  
**To:** Sara-Ann Chainé  
**Subject:** Approved 10-20-08 PZC Minutes

### MINUTES

#### MANSFIELD PLANNING AND ZONING COMMISSION

Regular Meeting, Monday, October 20, 2008

Council Chambers, Audrey P. Beck Municipal Building

Members present: R. Favretti (Chairman), B. Gardner, R. Hall, K. Holt, P. Kochenburger, P. Plante,  
B. Pociask, B. Ryan

Members absent: J. Goodwin

Alternates present: M. Beal, G. Lewis, L. Lombard

Staff present: G. Padick, Director of Planning

Chairman Favretti called the meeting to order at 7:02 p.m., and appointed alternate Beal to act in Goodwin's absence.

Holt MOVED, Ryan seconded, to add two items to the agenda under New Business: 1) request for a lot-line revision at Windwood Acres Subdivision, Lots 12 & 15, File #1229-2; and 2) discussion regarding the next steps for the Pleasant Valley area, the rezoning of the remaining parcel. MOTION PASSED UNANIMOUSLY.

#### **Minutes:**

10/6/08- Gardner MOVED, Ryan seconded, to approve the 10/6/08 minutes as written. MOTION PASSED, with all in favor except Plante who disqualified himself. Favretti noted that he listened to the tapes of the 9-15-08 and 10-6-08 meetings.

10/15/08 Field Trip- Holt MOVED, Ryan seconded, to approve the 10/15/08 field trip minutes as written. MOTION PASSED with Favretti, Gardner, Hall, Holt, Lombard and Ryan in favor and all others disqualified.

#### **Scheduled Business:**

#### **Zoning Agent's Report:**

A. The Zoning Agent's enforcement update was noted.

## B. Hall Property Update

Padick stated that Hirsch has continued to work on a violation notice related to unauthorized use at the Hall site. A draft letter to Hall should be completed by the next meeting.

## C. DeBoer Property Update

Padick stated that there are no new updates at this time.

## **Old Business:**

### **1. Site Modification Application, Motorcycle Consultant, LLC, E. Chovnick, owner, B. Chovnick, applicant, 213 Stafford Road, showroom expansion, File #827-3**

Hall MOVED, Gardner seconded, to approve with conditions the special permit modification application (file 827-3) of Benjamin Chovnick for a showroom addition and site work related to existing and proposed motorcycle and scooter sales and repair on property located at 213 Stafford Road, in a PB-5 zone, as submitted to the Commission and shown and described on a site plan dated April 12, 2004, revised through September 15, 2008; floor plans dated July 28, 2008; a 3-page set of elevation plans revised to 9/18/08; a landscape plan revised to 10/1/08; and an undated Statement of Use; and as presented at PZC meetings on 9/2/08 and 10/6/08. This approval is granted because the application as hereby approved is considered to be in compliance with provisions of the Mansfield Zoning Regulations and is not considered a significant alteration of the use approved on 7/19/04. This approval is granted with the following conditions:

1. This approval is specifically tied to the applicant's submissions and Public Hearing testimony and the conditions cited in this motion. Unless modifications are specifically authorized, the proposed uses and site improvements shall be limited to those authorized by this approval. Any questions regarding authorized uses and required site improvements shall be reviewed with the Zoning Agent and, as appropriate, the PZC;
2. Unless specifically revised by this modification action, all conditions cited in the PZC's July 19, 2004 Special Permit approval shall remain in effect.
3. Site revisions required by the 10/6/08 Inland Wetland Agency approval shall be incorporated onto final plans.
4. The number and design of depicted parking spaces and associated driveway access are considered acceptable subject to the incorporation of the following revisions which shall be shown or clearly noted on final plans:
  - a. A paved or gravel access drive shall be provided for the 4 depicted staff parking spaces.
  - b. A paved or gravel surface shall be provided for the 4 depicted staff parking spaces.
  - c. The plans shall clarify that the area to be paved south of the existing shop shall be extended to the depicted gate.
  - d. All parking spaces in paved areas shall be delineated with pavement markings and any gravel spaces shall utilize wheels stops or other measures to define the limits of the spaces.

e. The handicap space shall be striped and signed as per current state requirements.

f. If access to the staff spaces displaces a currently depicted space, an additional space shall be added along the access drive, subject to the retention of a minimum driveway width of 20 feet south of the existing shop.

5. The landscape plan shall be revised to add planting and mulch details and it shall be confirmed that proposed plantings are suitable for the subject site which is underlaid by stratified drift soils and has areas of full exposure to the sun. The final landscape plan shall be approved by the PZC Chairman with staff assistance.

6. Unless bonded as per regulatory provisions, all site work shall be completed prior to the issuance of a Certificate of Compliance for the showroom addition.

7. This approval waives several provisions of Article V, Section A.3.e, since the information submitted with the application is sufficient to determine compliance with applicable approval criteria.

MOTION PASSED with all in favor except Plante who disqualified himself.

### **Public Hearings:**

#### **Special Permit Application, Conversion of 1-Family to 2-Family Residence, 1620 Storrs Rd.,**

#### **Y. Ghiaei, o/a File #1276**

Chairman Favretti opened the continued Public Hearing at 7:20 p.m. Members present were Favretti, Gardner, Hall, Holt, Kochenburger, Plante, Pociask, Ryan and alternates Beal, Lewis, and Lombard. Favretti appointed Beal to act in Goodwin's absence. Padick listed the following communications received and distributed to all members of the Commission: 10/16/08 and 10/20/08 memos from G. Padick, Director of Planning; and an undated site plan received in the office on 10/14/08 submitted by Mr. Ghiaei.

Padick stated that he and Chairman Favretti re-visited the site with the submitted site plan and they determined that the measurements observed were not accurate according to the scale of the plan. Padick suggested that Mr. Ghiaei meet with him to discuss the information necessary for the Commission to make a determination, and he recommended continuing the Public Hearing.

Mr. Ghiaei agreed to meet with Padick to revise the plans. Gardner MOVED, Beal seconded, to continue the Public Hearing until 11/3/08. MOTION PASSED UNANIMOUSLY.

### **Old Business Continued:**

#### **2. Special Permit Application, Arcade Use, 591 Middle Tpk, Daniel Keener, o/a, File #1277**

Gardner MOVED, Hall seconded, to approve with conditions the special permit application (File #1277) of Daniel Keener for a game arcade within the Grand Union Plaza at 591 Middle Turnpike, as described in application submissions, including a statement of use, and as presented at a Public Hearing on 10/6/08. This approval is granted because the application as

hereby approved is considered to be in compliance with Article V, Section B and other provisions of the Mansfield Zoning Regulations and is granted with the following conditions:

1. This approval authorizes the described game arcade use including provisions for adult supervision at all times, a prohibition of alcoholic beverage sales or consumption, and a prohibition of unattended children under the age of 13. Any changes in the described use shall be reviewed with the Zoning Agent and PZC Chairman and, as deemed appropriate, by the entire Commission.
2. No Certificate of Compliance shall be issued until approvals are granted by the Mansfield Building Official, Fire Marshal and Eastern Highlands Health District.
3. The applicant shall be responsible for monitoring and enforcing occupancy levels established by the Fire Marshal and discouraging any loitering on the subject property.
4. This approval authorizes waivers of several provisions of Article V, Section A.3.c since the information submitted is sufficient to determine compliance with applicable approval criteria.
5. This permit shall not become valid until the applicant obtains the permit form from the Planning Office and files it upon the Land Records. MOTION PASSED UNANIMOUSLY.

**3. Subdivision Application, Malek Manor, Lot 4, Crane Hill, File # 548-2**

Item tabled- awaiting revised plans.

**4. 3-Lot Subdivision Application, Bassetts Bridge & South Bedlam Rds, Mansfield Hollow Estates, File # 1278**

Item tabled- awaiting referral reports.

**5. Request to Review Existing Policy that Considers a Town Line to be a Lot Line**

Item tabled-awaiting a response from Town Attorney.

**6. Proposed CL&P "Interstate Reliability Project"**

Item tabled pending Public Information Session on 10/22/08 @ 5:30-7:30 p.m., at the Community Center.

**New Business:**

**1. 10/14/08 Agenda item summary and Town Council Action on Advisory Committee for Four Corners Sewer Project.**

Padick summarized the request from the Town Council. Peter Plante volunteered to serve on the Advisory Committee for the Four Corners Sewer Project as the representative from the PZC.

**2. Request to extend Special Permit Approval period for Gibbs Oil Company project at 9 Stafford Rd, File # 404-3**

Holt MOVED, Hall seconded, that the Planning and Zoning Commission approve an extension of the period of time to begin construction of the Gibbs Expansion Project on property located at 9 Stafford Road. The new date to begin construction is October 1, 2009, unless an additional extension is requested and approved. MOTION PASSED UNANIMOUSLY.

**3. Request for Release of Maintenance Bond, Beacon Hill Subdivision File #1214-2**

Padick summarized his report, and it was determined that action should be tabled until the next meeting.

**4. Proposed Lot Line Revision, Windwood Acres Subdivision, Lots 12 & 15, File #1229-2**

Holt MOVED, Hall seconded, that the Planning and Zoning Commission approve a revision of lot lines for Lots 12 and 15 in the Windwood Acres Subdivision as depicted on an undated "Revised Layout", e-mailed to the Director of Planning on 10/16/08. MOTION PASSED UNANIMOUSLY.

**5. Discussion Re: Pleasant Valley Road Zoning**

Members discussed the property in the Pleasant Valley Road area currently zoned Industrial Park (IP). The consensus was to invite the owner of the property to a PZC meeting in November to have an informal discussion regarding potential uses of the property.

**Reports of Officers and Committees:** None

**Communications and Bills:** Noted.

**Adjournment:** Chairman Favretti declared the meeting adjourned at 8:17 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

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**TOWN OF MANSFIELD/MANSFIELD PUBLIC SCHOOLS  
SCHOOL BUILDING COMMITTEE  
Wednesday, September 10, 2008  
Audrey P. Beck Municipal Building  
Council Chambers**

MINUTES

Present: Anne Willenborg, Mark Boyer

Absent: Cherie Trahan, Anne Rash, Jim Palmer, Jeff Smith, Matt Hart, Eric Ohlund, Debra Adamczyk, Mary Feathers, Chair, Elizabeth Paterson

Staff: Fred Baruzzi, William Hammon, Candace Morrell, Jaime Russell, Norma Fisher-Doiron, Jeff Cryan

Guest: Rick Lawrence, Rick Lawrence Associates, Tom DiMauro, Newfield Construction, Jim Barrett, DRA, Mike Callahan, Fuss & O'Neill, Jim Barrett, DRA

**1. Call to Order/Roll Call**

Mr. Baruzzi called the meeting to order at 5:05 p.m.

**2. Meeting Minutes**

The minutes of August 20, 2008 were moved, seconded and approved unanimously.

**3. Opportunity for the public to address the Committee**

No one came forward.

#### **4. Fuss & O'Neil re: MMS Fossil Fuel Project**

Mr. Callahan reported that the bid walk-through was held with a good turnout of qualified contractors. Bids are due on September 24th with the plan to have them reviewed and returned within two weeks of the opening.

#### **5. Architect's Report**

Mr. Lawrence reported he has renumbered the options per the Committee's request and explained the changes in the handout.

Mr. Baruzzi clarified some of the changes in the Lawrence Associates handout per the School Administrator's meeting held the day before.

A discussion followed on the Informational Meeting scheduled for September 17th at the Mansfield Middle School.

#### **6. Construction Manager Services**

Mr. Lawrence reported that the numbers are correct as they are and the project should go to referendum by spring.

#### **7. Other**

The next School Building Committee meeting will be held October 8, 2008 in Conference Room B at 5:00, with the MMS Fuel Conversion being held on the same date and location.

#### **8. Adjournment**

Mr. Baruzzi adjourned the meeting at 5:50 p.m.

Respectfully submitted,

Linda Patenaude  
Capital Projects and Personnel Assistant

TOWN/UNIVERSITY RELATIONS COMMITTEE

Tuesday, September 9, 2008  
Audrey Beck Municipal Building  
Council Chambers  
4:00 pm

Minutes

Present: P. Barry, M. Beal, R. Blicher, T. Callahan, J. Elkins, B. Feldman, M. Hart, J. Hintz, R. Hudd, R. Miller, A. J. Pappanikou, S. Rhodes

Staff: M. Capriola, G. Padick, C. van Zelm

1. August 12, 2008 Meeting Minutes

The minutes of August 12, 2008 were passed unanimously.

2. Campus Community Relations

Chief Hudd and Major Blicher provided an update on the use of the UCONN outdoor firing range. Over the summer, UCONN police trained on the use of a new firearm and for responding to Virginia Tech type situations; this resulted in higher than normal use of the firing range. The Town Manager's Office continues to notify residents when the UCONN firing range will be used. UCONN police has 46 sworn personnel.

Mr. Hintz provided an update on the annual off-campus visits to student rentals. The Town and the University have been working together to improve their protocol for reporting and addressing problematic off-campus student behavior. When the police respond to calls for problematic off-campus behavior, when appropriate, it is reported to Mr. Hintz's Office. If needed, Mr. Hintz will refer the students to the community standards office; the student code of conduct does extend to off-campus behavior and activities. Mr. Hintz's Office also makes in-person visits to student rentals when he receives a complaint, etc. and he sends a letter to landlords re: how they can assist with addressing problematic behavior.

Ms. Elkins provided an update on the Mansfield Community Campus Partnership. Membership continues to grow and New England Realty has been frequently attending meetings. MCCP hopes to get liquor outlets involved with the group. MCCP goals sub-committee has been meeting and is working to coordinate Spring Weekend efforts amongst key stakeholders. They are also working to reduce the "outside element" at Spring Weekend.

Mr. Barry provided an update on the Student Life Committee review of Spring Weekend. It is chaired by Louise Bailey. Meetings are occurring with the trustees, university administration, students, hospitals, the town, and police forces. The Committee will develop recommendations on how to improve the weekend.

Mr. Clouette provided an update on the Town Council's Committee on Quality of Life. Membership will consist of Council members, one Planning and Zoning Commission member, residents, and university stakeholders. The Committee will look at neighborhood issues and how quality of life type issues can be improved. Mr. Barry noted that the increased amount of students living off-campus has increased traffic and on-road parking.

### 3. UConn Compost Facility

The site selection committee is using a sensitivity analysis to rank the top potential sites; possible sites have been narrowed to two. UCONN will hold an informal public information session on the compost facility for residents; it will likely be held in October.

### 4. Mansfield Downtown Partnership (MDP)

Ms. van Zelm discussed the recently adopted sustainability guidelines for the project. Stormwater and wetlands permits are pending. The River Park dedication, annual fireworks, and Festival on the Green celebration will be the weekend of September 13-14.

### 5. Community Water/Wastewater Issues

Mr. Callahan reviewed a table that had water production figures for 2005 to the present. Despite growth in the town and university, there has been a decrease in water consumption every year since 2005. Non-UCONN uses represent 16% of the use of water, and of the 16%, 5-8% represents town uses. The Willimantic River water study is now underway.

### 6. Mansfield 2020: A Unified Vision

Mr. Hart, Ms. Capriola and Mr. Clouette provided an update and reviewed the Mansfield 2020 strategic plan document with the Committee. In particular, the 9 priority vision points and 35+ action plans and next steps were discussed.

The meeting adjourned at 5:30pm.

Next Meeting: October 14, 2008

Respectfully Submitted,  
Maria Capriola  
Assistant to Town Manager

TOWN OF MANSFIELD  
Transportation Advisory Committee  
Minutes of the Meeting  
10/7/08

Present: Gardner (Chair), Nash, Frantz, Koehn, Taylor, Moran (guest), Hultgren (staff)

The meeting convened at 7:03 p.m.

The minutes of the May 20, 2008 meeting were approved on a motion by Nash/Gardner.

The status of the fare free bus system was discussed and a draft press release was circulated. Ridership is up and at its highest level ever. The Town has inventoried the bus stops in Mansfield for needed maintenance work and posted new schedules. A stop on Clover Mill Road (northern loop) will be opened on a trial basis as soon as some tree trimming is done and the bus stop signs erected. An additional stop has been requested on Rte. 275 at the Town Hall/Community Center for the northbound bus which doesn't stop at the Town Hall/Community Center until it has been out to the Senior Center and back. (Hultgren polled members after the meeting). The request will be forwarded to WRTD.

It was suggested something be posted on the busses to get student representatives willing to advocate to the USG for the fare-free program (and its continued funding). Staff will explore this idea. Koehn said that the WRTD scheduling still doesn't coordinate well with the Arrow commuter bus at the Frontage Road lot. Staff was asked to explore this as well. A letter proposed to help fund the WRTD bus by a property tax levy on properties near the bus route was discussed. Most members did not favor the proposal citing a wider (community-wide) benefit of the bus line.

The walkway /bikeway priority listing was reviewed and three changes agreed upon. First, the project to extend a walkway or bikeway from the four-corners intersection north to the Holiday Mall area was moved up into the numbered higher priority projects. Secondly, a project to make shoulder improvements (to make biking safer) on Rte. 195 between Bassetts Bridge Road and Puddin Lane was added. Finally, a bike path or other paving along Bousa Road was added as a project. Staff will update the listing and have the Traffic Authority review it as well.

Hultgren explained that the Separatist Road bikeway had received an APWA "project of the year" award and that construction had begun on the path on Hunting Lodge Road between North Eagleville and Carriage House.

The DOT policy page of the new draft CT bicycle plan was discussed. Hultgren noted that although the DOT plan was an improvement, DOT policies still stick the local municipalities with maintenance of bicycle and pedestrian facilities alongside state highways. He will draft a suggestion for the plan to address this issue as well.

Hultgren updated members on current projects including the Downtown project grant status, bridge projects, intersection changes (done, proposed and requested) and speed hump requests.

The request to eliminate the centerline stripe on Flaherty road was discussed. Noting that the Traffic Authority had jurisdiction in this matter, it was recommended a criteria or policy on striping be adopted and followed. (Not everyone agreed with the request to eliminate the stripe).

It was noted that the CT Public Transportation Commission was meeting on October 8th in Windham. At least one member (Gardner) planned to attend. The committee voted unanimously to support the re-establishment of commuter bus service from Storrs to Hartford.

The meeting was adjourned at 8:30 p.m.

Respectfully submitted,

Lon Hultgren  
Director of Public Works

cc: Town Manager, Town Clerk, Director of Planning, Assistant Town Engineer, Project Engineer,  
Recycling Coordinator, file

To: Town Council/Planning & Zoning Commission  
 From: Curt Hirsch, Zoning Agent  
 Date: November 4, 2008

*CH*

Re: **Monthly Report of Zoning Enforcement Activity**  
*For the month of October, 2008*

Activity	This month	Last month	Same month last year	This fiscal year to date	Last fiscal year to date
Zoning Permits issued	16	12	18	67	90
Certificates of Compliance issued	12	10	26	59	80
Site inspections	68	71	102	229	306
Complaints received from the Public	5	13	2	30	12
Complaints requiring inspection	4	8	2	18	10
Potential/Actual violations found	2	4	2	13	9
Enforcement letters	14	16	9	45	63
Notices to issue ZBA forms	0	1	1	2	7
Notices of Zoning Violations issued	6	11	7	19	22
Zoning Citations issued	1	1	10	3	10

Zoning permits issued this month for single family homes = 6 multi-fm = 0  
 2007/08 fiscal year total: s-fm = 26, multi-fm = 11

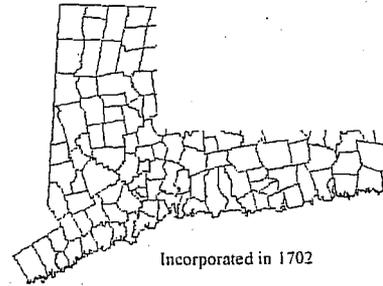
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# Mansfield, Connecticut

## CERC Town Profile 2008

Town Hall  
4 South Eagleville Road  
Mansfield, CT 06268  
(860) 429-3336

Belongs to  
Tolland County  
Hartford Labor Market Area  
Northeast Economic Dev. Region  
Windham Planning Area



Incorporated in 1702

### Demographics

<i>Population (2007)</i>				<i>Race/Ethnicity (2007)</i>								
	<i>Town</i>	<i>County</i>	<i>State</i>		<i>Town</i>	<i>County</i>	<i>State</i>					
1990	21,103	128,699	3,287,116	White	21,118	142,133	2,875,466					
2000	20,720	136,364	3,405,565	Black	505	1,742	324,251					
2007	24,726	151,968	3,549,606	Asian Pacific	2,234	4,658	125,880					
2012	27,166	161,522	3,647,526	Native American	13	86	8,220					
'07-'12 Growth / Yr	1.9%	1.2%	0.5%	Other/Multi-Race	856	3,349	215,789					
				Hispanic (any race)	1,363	5,542	405,662					
Land Area (sq. miles)	44	410	5,009	<i>Poverty Rate (1999)</i>	14.2%	5.6%	7.9%					
Pop./ Sq. Mile (2007)	556	371	709	<i>Educational Attainment (2000)</i>								
Median Age (2007)	.23	37	39	Persons Age 25 or Older	<i>Town</i>	<i>%</i>	<i>State</i>	<i>%</i>				
Households (2007)	5,468	51,967	1,332,283	High School Graduate	1,799	21%	653,300	28%				
Med HH Inc. (2007)	\$59,149	\$72,088	\$65,859	Some College	1,430	16%	553,667	24%				
				Bachelors or More	4,698	54%	720,994	31%				
<i>Age Distribution (2007)</i>												
	<i>0-4</i>		<i>5-17</i>		<i>18-24</i>		<i>25-49</i>		<i>50-64</i>		<i>65+</i>	<i>Total</i>
Male	371 2%	1,533 6%	5,110 21%	2,936 12%	1,281 5%	982 4%	12,213					
Female	442 2%	1,592 6%	5,450 22%	2,466 10%	1,330 5%	1,233 5%	12,513					
County Total	7,213 5%	24,381 16%	19,923 13%	54,577 36%	28,806 19%	17,068 11%	151,968					
State Total	211,025 6%	609,581 17%	332,254 9%	1,223,861 34%	683,396 19%	489,489 14%	3,549,606					

### Economics

<i>Business Profile (2005)</i>			<i>Top Five Grand List (2006)</i>		
<i>Sector</i>	<i>Establishments</i>	<i>Employment</i>		<i>Amount</i>	<i>% of Net</i>
Agriculture	4.1%	1.0%	Celeron Square Assoc LLC	\$6,391,280	0.8%
Const. and Mining	10.0%	3.6%	New Samaritan Corp	\$5,318,250	0.7%
Manufacturing	2.9%	1.2%	Colonial BT LLC	\$5,141,430	0.6%
Trans. and Utilities	2.1%	1.3%	Mansfield Eastbrook Dev	\$4,736,480	0.6%
Trade	17.3%	16.2%	Storrs Polo Run LP	\$3,956,470	0.5%
Finance, Ins. and Real Estate	6.5%	2.8%	Net Grand List (2006)	\$792,511,610	
Services	53.4%	65.7%	<i>Top Five Major Employers (2006)</i>		
Government	3.6%	8.2%	University of Connecticut	Bergin Correctional Institute	
			Mansfield Public Schools	Natchaug Hospital, Inc.	
			Regional School District #19		
				<i>Town</i>	<i>State</i>
			<i>Retail Sales (2006)</i>	\$119,093,207	\$131,862,299,674
			All Outlets		

### Education

<i>2004-2005 School Year</i>	<i>Town</i>	<i>State</i>	<i>Connecticut Mastery Test Percent Above Goal</i>							
			<i>Grade 4</i>		<i>Grade 6</i>		<i>Grade 8</i>			
			<i>Town</i>	<i>State</i>	<i>Town</i>	<i>State</i>	<i>Town</i>	<i>State</i>		
Total Town School Enrollment	2,075	567,138	Reading	79	0	78	0	83	0	
Most public school students through grade 8 attend Mansfield School District, which has 1,408 students. Students then go to Regional School District 19, which has 1,241 Students.			Math	73	0	83	0	77	0	
			Writing	83	0	74	0	85	0	
			<i>Average Class Size</i>			<i>Average SAT Score</i>				
<b>For more education data please see:</b>	<i>Students per Computer</i>	<i>Town</i>	<i>State</i>	Grade K	16.8	Grade 2	15.5	<i>Town State</i>		
<a href="http://www.state.ct.us/sde/">http://www.state.ct.us/sde/</a>	Elementary:	3.5	4.2	Grade 5	19.1	Grade 7	16.8	Verbal	551	555
	Middle:	1.9	3.5	High School	20.1	Math	504	508		
	Secondary:	3.5	3.4							

# Mansfield Connecticut



## Government

Government Form: Council-Manager		Total Expenditures (2006)	\$38,006,912	Annual Debt Service (2006)	\$1,046,239
Total Revenue (2006)	\$38,431,838	Education	\$27,262,086	As % of Expenditures	2.8%
Tax Revenue	\$19,380,701	Other	\$10,744,826	Eq. Net Grand List (2004)	\$1,239,359,901
Non-tax Revenue	\$19,051,137	Total Indebtness (2006)	\$15,515,058	Per Capita	\$54,379
Intergovernmental	\$17,706,288	As % of Expenditures	40.8%	As % of State Average	39%
Per Capita Tax (2006)	\$773	Per Capita	\$618	Date of Last Revaluation (2005)	2004
As % of State Average	37.0%	As % of State Average	30.7%	Moody's Bond Rating (2006)	Aa3
				Actual Mill Rate (2006)	22.01
				Equalized Mill Rate (2006)	15.48
				% of Grand List Com/Ind (2003)	7.5%

## Housing/Real Estate

<i>Housing Stock (2007)</i>	<b>Town</b>	<b>County</b>	<b>State</b>	Owner Occupied Dwellings (2000)	3,275	36,316	869,742
Existing Units (total)	5,878	56,299	1,445,682	As % Total Dwellings	60%	70%	63%
% Single Unit	64.2%	74.1%	64.8%	Subsidize Housing (2001)	397	4,509	148,930
New Permits Auth. (2007)	42	526	7,746	<i>Distribution of House Sales (2007)</i>	<b>Town</b>	<b>County</b>	<b>State</b>
As % Existing Units	0.71%	0.93%	0.54%	Number of Sales			
Demolitions (2007)	0	13	1,285	Less than \$100,000	0	21	495
House Sales (2007)	128	1,344	32,395	\$100,000-\$199,999	29	269	5,866
Median Price	\$260,000	\$256,000	\$295,000	\$200,000-\$299,999	61	630	10,094
Built Pre 1950 share (2000)	19.8%	21.7%	31.5%	\$300,000-\$399,999	27	271	5,655
				\$400,000 or More	11	153	10,285

## Labor Force

<i>Place of Residence (2007)</i>	<b>Town</b>	<b>County</b>	<b>State</b>	<i>Commuters (2000)</i>		
Labor Force	13,146	84,381	1,865,499	Commuters into Town from:	Town Residents Commuting to:	
Employed	12,624	81,061	1,780,481	Mansfield	5,628	Mansfield 5,628
Unemployed	522	3,320	85,018	Windham	1,316	Windham 889
Unemployment Rate	4.0%	3.9%	4.6%	Willington	704	Manchester 478
<i>Place of Work (2007)</i>				Vernon	481	Hartford 374
# of Units	332	3,008	104,094	Ashford	461	Vernon 238
Total Employment	11,228	41,341	1,686,262	Coventry	448	East Hartford 100
2000-07 Growth AAGR	2.5%	1.3%	0.1%	Tolland	360	Norwich 99
Mfg Employment	46	3,637	191,264	Manchester	294	Willington 94
				Columbia	210	Farmington 71
				Chaplin	164	Tolland 68

## Quality of Life

<b>Town</b>	<b>State</b>	Library (2001)	<b>Town</b>	<i>Residential Utilities</i>
Banks (2007)	5	Total Volumes	62,216	Electric Provider
Lodging (1998)	4	Circulation Per Capita	5.7	Connecticut Light & Power
Day Care Facilities (1999)	10			(800) 286-2000
Infant Mortality Rate		<i>Distance to Major Cities Miles</i>		Gas Provider
Per 1,000 births (2001)	0.0	Hartford	24	CNG Corp/Yankee Gas Company
Crime Rate (2004)		Boston	73	(860) 727-3000
Per 100,000 Residents	1,005	New York City	118	Water Provider
		Providence	42	Municipal Provider
<b>Town</b>	<b>County</b>			local Contact
Hospitals (1999)	0			Cable Provider
Total Beds	0			Charter Communications of Northeastern CT
				800-872-7229

# Blaze destroys Mansfield house

## Building was illegally home to eight college students

By ZACHARY JANOWSKI  
Chronicle Staff Writer 10/5

MANSFIELD — A fire severely damaged the rental home of eight University of Connecticut students Thursday night, revealing a violation of local zoning rules and leaving the students in temporary housing.

The fire and cleanup at 1620 Storrs Road occupied firefighters from

11:30 p.m. until 2 a.m., according to Mansfield Fire Chief David Dagon.

Dagon said the first units to respond could see flames coming out the windows.

Two people passing by the home reported the fire on their cell phones, according to fire officials.

The Mansfield Fire Department received assistance from the Coventry,

Willimantic, Willington, Willington Hill and UConn fire departments.

Dagon said no one was home at the time of the fire and no one was injured.

Mansfield Zoning Agent Curt Hirsch said eight students living in a single family home is "definitely not OK."

(Blaze, Page 4)

# Blaze destroys home

(Continued from Page 1)

Hirsch said town regulations limit occupancy to four unrelated people. He said some homes have five occupants because two siblings live there.

According to Hirsch, the owner of the property — Yadollah Ghiaei — was fined last year for having too many occupants and creating a second unit without authorization.

Hirsch said the owner has a pending application before the planning and zoning commission to "legitimize" the second unit.

Although the owner has reported to the commission he lives in the unit, as required by zoning regulations, he gave the fire marshal a different address — 286

Hanks Hill Road — during the investigation of the fire.

Fire Marshal John Jackman said the cause of the fire was undetermined.

"We still have not done the interviews to lock that down," he explained.

He said the home is uninhabitable and there is "a lot of fire and smoke damage."

Jackman said UConn's Department of Residential Life is providing temporary housing at the Nathan Hale Inn and the Red Cross provided disaster assistance.

"At least they'll have some clothes on their back and a toothbrush," Jackman said.

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# Building fees may go up 10/14

By ZACHARY JANOWSKI  
Chronicle Staff Writer

MANSFIELD — After conducting a public hearing, the town council tonight will consider an increase in building and inspection fees to cover town administrative costs.

The public hearing will begin at the town council meeting at 7:30 p.m. in the council chambers at the Audrey P. Beck Municipal Building.

There are four components to the fee changes:

- A 50-cent increase per \$1,000 in construction costs. Residential construction permits will go up to \$12.50 per \$1,000 and \$14.50 per \$1,000 for commercial permits.
- A new minimum fee for smaller projects. Any construction worth at least \$1,000 will require a minimum fee of \$25.
- An increase to the solid fuel inspection fee from \$25 to \$35.
- A larger penalty for starting work without a permit, up to \$250 from \$50, to serve as a deterrent.

According to town estimates, the fee changes would have earned the building department \$11,014 in additional revenue last year.

However, the department had the lowest revenues in six years during the last fiscal year. Town officials estimate increased revenues could be greater than \$12,000 in an average year.

The increase will also bring

Mansfield's building fees in line with other towns in Connecticut.

On Aug. 19, town officials surveyed 19 towns and found the average fee per \$1,000 among them is \$12.68.

Nine towns, including Avon, Coventry, Vernon and Wethersfield, charged more than Mansfield's new residential fees. East Windsor, South Windsor, Windsor Locks and Vernon all charge the highest fees in the survey, \$15 per \$1,000.

Ten towns charge less than Mansfield's proposed fees, including Ashford, Columbia, Hebron and Windham. Lebanon, Marlborough, Tolland and Willington charge \$10 per \$1,000.

Most towns do not distinguish between residential and commercial development.

Most of the town's revenue from building fees last fiscal year — 76 percent — came from residential construction permits.

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# 'Canceled' meeting protested

By ZACHARY JANOWSKI 10/29  
Chronicle Staff Writer

MANSFIELD — A town council member is threatening to file a Freedom of Information complaint against the town council, claiming it improperly notified residents about an Oct. 20 special meeting.

Democrat Helen Koehn protested the validity of the meeting because the town web site said it was canceled, prompting her to not attend.

"I am very concerned of the legality of the actions that were taken," Koehn told the council Monday.

If Koehn moves forward with her complaint, it will likely break new ground. On Oct. 1, a new law gave the town web site greater significance under FOI law.

"Up until Oct. 1, I would say it would have no

bearing at all," said Thomas Hennick, spokesman for the FOI Commission.

At the special meeting, the council decided how to delegate most of the strategic plan within the existing committee structure.

This is a contentious issue for Koehn, who served on the steering committee for the strategic plan, because she has been an advocate for a review of the existing committee structure based on priorities identified in the plan.

Koehn opposed the approval of the minutes for the Oct. 20 meeting, but found little sympathy from other council members.

As the council discussed what to do to alleviate Koehn's concern, council member Bruce Clouette

(Councilor, Page 4)

## Councilor protests 'canceled' meeting

(Continued from Page 1)

had an easy answer. "Approve the minutes," he said.

"I intend to file a complaint with the Freedom of Information Commission," Koehn replied.

The council approved the minutes 6-1-1, with Deputy Mayor Gregory Haddad abstaining because he did not attend the special meeting.

The council also instructed town staff to look into Koehn's concerns.

During public comment at Monday's meeting, resident Mike Sikoski said he also saw the Oct. 20 meeting listed as canceled, confirming Koehn's claim.

Previously, town officials had thought Koehn looked in the wrong place when she saw the

meeting was canceled.

"Depending on what happens, I will file a complaint," Koehn said, referring to the town review of why the meeting appeared canceled.

Koehn said she thinks the meeting was not legitimate, even though it was properly noticed, because listing it as canceled undid the public notification.

"Essentially what they did, except for sustainability, they decided how the strategic plan would be implemented," Koehn said of council actions at the meeting she missed.

She said she was disappointed because the council delegated the plan to "existing committees that have no vested interest in this strategic plan."

"My perspective is not represented," Koehn added. "It's my belief if you want to implement change you need a structure to implement change."

She said she doesn't blame anyone for the false cancellation of the meeting on the web site.

According to Koehn, it was an error that occurred because the committee on committees meeting was canceled and the "archaic" centralized method of updating the web site caused the mistake.

Mayor Elizabeth Paterson said she asked town staff to look into what happened on the web site.

"Six people were there and it was a legal meeting," Paterson said.

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Editor: 10/22

I want to thank *the Chronicle* for its article about the Mansfield Town Council approving building fee increases and especially for identifying those councilors who voted for and who voted against the fee increase — and even the one who could not make up her mind. I have been attending council meetings for this past year and have come to realize how very important it is to get to know your council members. Thanks to *the Chronicle* for publishing this information.

There was much discussion about this fee hike by council members. In case you don't know, the fee is a percentage of the cost of construction.

The building official said he felt his department should have an increase because the fees had not been increased since 2002 and his department's costs had risen due to inflation.

Well, so has the cost of the construction risen which means his collected fee has risen accordingly. In fact, the cost of construction since 2003 has increased much faster than has other consumer costs so the building department should have been doing pretty well. Across the country, since 2003, construction costs have risen at least 5 percent per year so Mansfield's permit fees have risen at least 5 percent per year. Sadly, it was my perception that some members on the council did not understand this and they accepted that this department was working for the same money it had in 2002 so, surely, the raise was needed.

Fortunately, Town Manager Matthew Hart came to the rescue and explained that, as an organization, the town was looking to increase user fees and here was an opportunity. Heaven forbid that Mansfield would pass up the opportunity to further tax its residents. At least he told us the real reason for the fee increase. Hart went on to explain that the building department took in more money than the department cost so it was a net positive to the general fund. Now, Mansfield residents, next time you need a building permit, be happy to know that you have made a positive contribution to Mansfield's general fund. I say, keep getting those permits; maybe my taxes will go down.

Betty Wassmundt  
Storrs

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Editor:

W/I

I am writing concerning the informational meeting on Thursday, Oct. 23, about the widening of the current Connecticut Light & Power supply lines traveling through Mansfield. I have a home located next to the power lines and, according to the information made available to me at the meeting, I will be losing a large percentage of the trees that buffer my view of the line and also will be exposed to an increase of the electromagnetic field (EMF) generated by high frequency transmission lines.

The current lines that are being used emit a noticeable and audible snapping and popping during damp weather.

Those lines were last upgraded in 1970 according to a CL&P spokesman at the meeting.

The "new" technology will use a larger gauge and more insulated line to safeguard against any additional leakage and also will increase the efficiency of the power transmission.

I am opposed to the second set of lines going through the town of Mansfield and Mansfield Hollow State Park and feel if CL&P does proceed with this operation that it should be made to upgrade the existing lines as well to minimize the leakage and increase the efficiency of the older lines.

I understand the increased need for electricity and that upgrades need to occur in order to meet those demands.

If those lines must come through and construction and placement of new poles have to be done, why not build a taller, stronger set of poles that can handle the additional lines that CL&P feels are necessary to transfer the power.

This will keep the width of the existing right of way the same and the added EMF will be farther from the people below.

I am also unhappy with the scheduling of the informational meeting so close to the Mansfield town council meeting, giving residents very little time (four days) to prepare a solid argument for the council to hear.

This seems like a very clever way to push through an uncomfortable situation that will benefit the Town of Mansfield with additional tax revenues.

**Ron Manizza**  
Mansfield Center

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## Mansfield PZC to address burnt house

By ZACHARY JANOWSKI  
Chronicle Staff Writer 11/3

MANSFIELD — An application to convert a rental home into a two-family unit has attracted additional scrutiny from town officials because the residence caught fire Thursday night.

The blaze left no one injured, though eight University of Connecticut students lived there in violation of zoning regulations.

The planning and zoning commission will likely conclude the public hearing on the special permit application at its meeting tonight at 7:30 p.m. or after the inland wetland agency meeting at the Audrey P. Beck Municipal Building.

"The hearing has been continued already twice," said Mansfield Director of Planning Gregory

Padick.

He explained the hearing could not be continued again without an extension.

Padick said, although the commission would probably end the hearing, it probably would not act on the application.

The rental property, located at 1620 Storrs Road, belongs to Yadollah Ghiaei.

According to town officials, eight students lived at the home, a violation of town regulations limiting occupancy to four unrelated people.

Zoning Agent Curt Hirsch said Friday the town fined Ghiaei last year for violating the same regulation and for creating the second unit without approval.

Ghiaei's application before the commission would legitimize the

unit he built.

According to town officials, Ghiaei said he lives at the Storrs Road property in his application, as required of property owners seeking to create a second unit.

However, town officials said he reported a different address, 286 Hanks Hill Road, to the fire marshal during his investigation.

The cause of the fire has not been determined yet.

The phone number on Ghiaei's application was busy this morning.

As of Friday, the home was uninhabitable and the students were in temporary UConn housing at the Nathan Hale Inn.

The town also contacted the Red Cross to provide additional assistance for the students.

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# Officer resigns post after investigation

10/30

Item #16

By ZACHARY JANOWSKI  
Chronicle Staff Writer

MANSFIELD — Two internal affairs investigations reviewed Wednesday by *the Chronicle* show a former Mansfield police officer failed to meet department standards, even advising one resident to break the law.

Officer William Clayton resigned effective July 28, 2008, three months after the Connecticut State Police completed an investigation that sustained charges he neglected duty, shirked duties and made a false statement to investigators.

The troopers who completed the investigations concluded Clayton gave a citizen advice that led her to break the law.

A previous investigator said Clayton showed "passive resistance/ambivalence" toward his responsibilities.

The most recent investigation stemmed from an incident Jan. 3, 2007, when a woman in the midst of a divorce went to Mansfield police with some concerns.

According to the report filed by the investigators, she discussed the presence of guns in her home, belonging to her husband, with Clayton.

"The officer explained to me that if they responded to my house, there would be an investigation and someone would be in Rockville Court the next day," the woman told investigators.

According to the report, Clayton suggested the woman transport the guns to her attorney's office because he could keep them in a safe.

However, the woman did not have the proper license to transport the weapons leading the

(Officer, Page 4)

(Continued from Page 1)

investigator to conclude she "violated the law in adhering to the advice given by Officer Clayton."

Police became aware of Clayton's advice, when in August 2007, the woman's husband contacted police claiming his estranged wife had stolen his guns.

Their investigation led police to the woman's attorney who explained Clayton's involvement.

"Due to Off. Clayton's instructions, two troopers spent half a day transporting firearms to the rightful owner," said Det. Barbara Mattson, assigned to the state's special licensing and firearms unit, in a memo included in the report.

According to the internal affairs investigation, Clayton said he didn't recall giving the advice when asked to explain why he did.

Clayton told investigators he knew the couple because they had spoken with other members of the department.

When the investigators told Clayton the woman had his business card, he told them he kept the cards "in his unlocked desk."

In addition to his failure to complete his duties on Jan. 3, 2007, the internal affairs investigation sustained a charge Clayton "knowingly submitted false infor-

In an Aug. 9, 2007, report, the state police's internal affairs department sustained two charges against Clayton: failing to report self-initiated activity and failing to meet reporting requirements.

According to the report, Clayton responded to a reported larceny on May 12, 2006, but did not assign a case number to the incident and instead attempted to negotiate a resolution. Investigators found Clayton identified a suspect, negotiated \$250 in restitution and then agreed to transmit the money between the two parties.

According to the report, Clayton gave the victim a \$100 money order as the first installment on the restitution, but the incident came to the attention of his supervisors when he lost the second money order for \$150 and posted a note in the office.

"LOST ENVELOPE, if anyone finds an envelope with a \$150.00 MONEY ORDER INSIDE, it belongs to me. The outside of the envelope is marked 'Crane Hill Road' with a first name on it. Thanks Bill Clayton," the note read, according to the report.

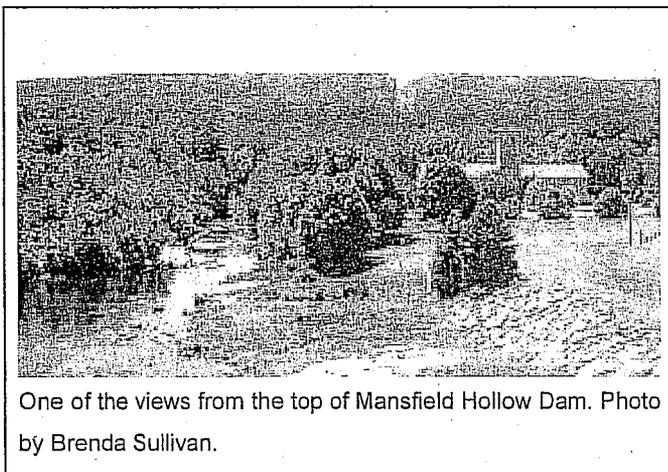
The investigators concluded Clayton did not accept many offers of help to improve.

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# CL&P may be asked to buy Mt. Hope Montessori School

Brenda Sullivan | Editor

28 October, 2008



One of the views from the top of Mansfield Hollow Dam. Photo by Brenda Sullivan.

## Power lines would cut through Mansfield Hollow State Park

Administrators of a private preschool say they will be forced to relocate if Connecticut Light & Power carries out its current design for bringing new power lines through Mansfield.

Kathleen Krider, director of the Mount Hope Montessori School, brought this news to the Town Council on Monday night.

The school opened 47 years ago. The school at 48 Bassetts Bridge Road was built in 1975.

The CL&P plan will bring construction and new overhead wires "within 215 feet of Mt. Hope Montessori's front doors," Krider said.

Such a major construction project - and the presence of high tension wires near a preschool - will drive away parents and undermine the school's ability to carry out its programs, Krider said.

"We will, within one year, cease to exist," she said.

She added that Mt. Hope Montessori is willing to work with CL&P. When pressed by a council member to be more specific, Krider said that if forced to relocate, the school's administrators hope CL&P will help foot the bill.

Krider's concerns are among many that have emerged in response to a proposed \$251 million expansion plan known as the CL&P Interstate Reliability Project.

Northeast Utilities, in collaboration with National Grid , is planning four power transmission projects they say will strengthen the reliability of the power grid in New England.

The projects will be constructed in Connecticut, Massachusetts and Rhode Island. Connecticut Light & Power, a NU company, is responsible for this state's portion of the project.

The preferred route in Connecticut (Option A) cuts through the southern part of Mansfield, which includes the area of the Mansfield Hollow Dam.

The Friends of Mansfield Hollow have gone on record as opposed to the project's design. A letter to the Town Council from President Betty Robinson says the construction area would have "overwhelmingly negative effects" on both wildlife and recreational activities in the "big back yard" that is Mansfield Hollow State Park.

The group also criticizes CL&P's plans to increase the height of the transmission lines by 200 feet, because it means widening the current right-of-way, which would diminish the scenic beauty of the area and affect the local ecology.

### ***A vote for CL&P buying Mt. Hope Montessori school***

The Mansfield Agriculture Committee is worried about farms in the proposed construction area, as well as town-owned acreage preserved as farmland.

In its memo, the committee notes that, "Fields on the north and south sides of Bassetts Bridge Road in Mansfield Center contain some of the best farmland in Mansfield. They are leased by two local farms for alfalfa production. The field on the south side of this road is protected by an agricultural-use-only easement... The second area of concern is cropland on the Stearns Farm (Mountain Dairy)."

The committee also mentions Mt. Hope Montessori School, saying that CL&P has proposed alternate routes to avoid the school area. A better idea, they say, is for CL&P to buy the school: "...these [alternative] proposals would disturb more farmland than the original proposal and would require excessive funds... The committee recommends that the school be purchased by CL&P at a price that would allow the school to be relocated. This would cost less than the alternative routes," their memo states.

The Mansfield Conservation Commission also has many objections to the project. One is that there doesn't seem to be much benefit for Mansfield: "It appears to hold little benefit for

Mansfield or northeast Connecticut; much of Mansfield's power originates from the Millstone Point plants to the south of Mansfield. A second line might increase the reliability of the service in northeast Connecticut, however the additional capacity the proposed new lines will provide is mostly destined for areas west of Mansfield, including Fairfield County."

***A chance to ask CL&P questions***

To air some of these concerns, the Town Council will invite CL&P to send representatives to a special meeting on Nov. 10 at 6 p.m., that will precede the council's regular meeting. At that time, CL&P will have the opportunity to respond to comments already submitted by advisory boards and the general public, as well as new issues raised at that meeting.

*For more details about CL&P's plans, see: "[NU plans Mansfield meeting on \\$251M transmission project](#)" published Sept. 26, 2008 in Mansfield Today.*

Posted Oct. 28, 2008

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# Proposal aims to push Four Corners development forward

Item #18

Brenda Sullivan

12 October, 2008 11:02:00



Mansfield Town Manager Matt Hart. Photo by Brenda Sullivan.

**An advisory committee could pave the way for a referendum to fund design and construction.**

The Town Council is expected to consider a resolution at its Tuesday, Oct. 14 meeting that could boost efforts to bring in more development at the Four Corners section of town.

One of the largest hurdles the town has faced in developing that part of town - the intersection of Routes 44 and 195 - is that there is no water/septic system to serve new businesses.

For more than a decade, the town has been trying to reach an agreement with the University of Connecticut to extend its services to Four Corners in order to solve that problem.

Improving relations between the town and the university has brought that possibility a little closer to reality.

Now, Town Manager Matt Hart wants the Town Council to put its stamp of approval on the formation of a 9-member Four Corners Sewer Study Advisory Committee - an ad hoc committee that would keep the ball rolling. "The long-term impacts of sewerage the Four Corners area would be investigated by this committee and staff," Hart explains.

The committee's members would include two members of the Town Council, a representative from the town's Planning and Zoning Commission, the Town Manager, a representative from UConn, a representative from the Mansfield Downtown Partnership, and three citizens (with preference for at least one from the town's business community).

In a memo to the Town Council introducing this idea, Hart writes that such a committee will:

- open up further discussion with UConn about issues concerning water supply

- allow for better data collection on which to base cost estimates for connecting to Four Corners
- provide a forum for public input when it comes time to design a "sustainable" project
- and develop information that will be important in informing voters prior to a referendum.

Hart's proposal comes while the Town Council prepares to review and set priorities for the strategic plan known as "Mansfield 2020: A Unified Vision."

He argues that an ad hoc committee can temporarily work on this project while the Town Council works on its task. Should the Town Council decide to restructure its existing advisory committees and commissions, the ad hoc committee could be combined with or replaced by a permanent committee or commission.

The first part of the two-part resolution notes that, "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."

The committee would be empowered to:

- help create and review economic development scenarios;
- keep in contact with the Mansfield Downtown Partnership, "so that the proposed Storrs Center development and any Four Corners development are coordinated";
- work with the council's Finance Committee on any recommendation for the town's financial participation in the sewer project;
- help solicit public input from Four Corners property owners and business owners, as well as the larger community and assist town staff and the Planning and Zoning Commission when it comes time to adopt a special design district for Four Corners, as well as other tasks.

The Town Council meeting begins at 7:30 p.m. on Oct. 14 and there is an opportunity for the public to speak at the beginning and at the end of the meeting, which is held in the council chambers at the Audrey P. Beck Municipal Building, 4 South Eagleville Road.

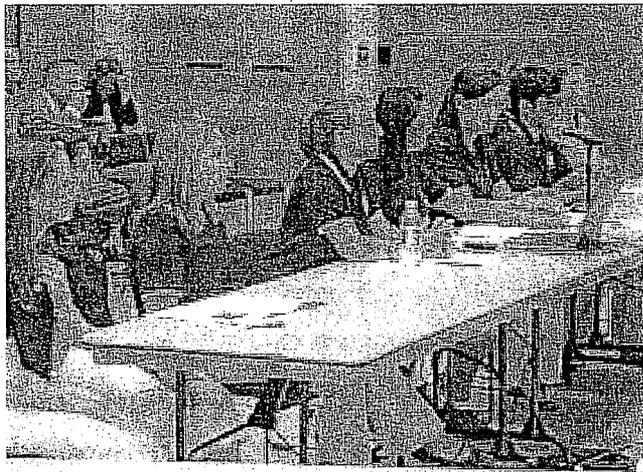
[Note: to read the complete wording of the resolution, click on "Municipal Links" on the Mansfield Today tool bar, then "minutes and agendas" and choose Town Council. On the Oct 14 Town Council agenda page, click "View packet material," which loads a PDF list of materials for the meeting. Choose item 6, "Advisory Committee for Four Corners..." ]

*Posted Oct. 13, 2008*

# Putting a price tag on Spring Weekend

Brenda Sullivan | Editor

29 October, 2008



The Student Alumni Association that plans Spring Weekend's OOzeball tournament - one effort to keep students on campus that weekend. Photo by Brenda Sullivan.

Typically, 250 to 300 public safety personnel are on duty each of the three nights.

One longstanding question about UConn's annual Spring Weekend and all that goes with it has been - how much is this costing local taxpayers? Or how much money is this perennial problem siphoning away from other services?

A report on Spring Weekend 2008 released on Oct. 27 estimates that overtime costs for

fire, police and EMS personnel alone total \$23,681.

This is for 274.5 hours of overtime for local and state police, and 307.5 hours of overtime for fire and EMS personnel.

The report was developed by John Jackman, who serves as the town's Fire Marshal and Director of Emergency Management, with input from Mansfield Fire Chief Dagon and Mansfield's Resident State Trooper Sgt. Brian Kennedy.

The report also points out that these are just the direct costs.

Approximately 600 additional unpaid hours are contributed by volunteer firefighters and EMS personnel from Mansfield and surrounding mutual-aid towns. The value of these volunteer hours, based on an hourly rate of \$19.33, totals another \$28,125.

The figures do not include UConn's overtime costs for fire and police coverage, or the regular hours devoted to planning and training for fire, police and town staff.

All of this effort is poured into dealing with "unsanctioned" Spring Weekend events - mainly

the parties that begin on Thursday night and end in the early hours of Sunday - at Carriage House Apartments, Celeron Square Apartments and UConn's X-Lot.

These parties attract thousands of students and non-students each night, and are considered a public safety problem because of "public intoxication, underage drinking, assaults and other violence, and property destruction," the report states.

Typically, 250 to 300 public safety personnel are on duty each of the three nights.

The drain on manpower and dollars presents "a dilemma," Jackman said Monday. On the one hand, it "enables" the parties. On the other hand, because of the threat to public safety - both for students and the town residents living in these neighborhoods, "we do have an obligation," he said.

Despite the combined efforts of police, town and UConn staff, people still manage to injure themselves during Spring Weekend.

In 2008, between the evening of April 24 and 8 a.m. on Sunday April 27, 66 patients were treated, of which 43 had to be transported by ambulance to a local hospital.

State Police and UConn Police also made a total of 126 arrests.

Other state agencies get involved. The State Department of Health gives the Mansfield Fire Department use of the DPH Medical Mobile Command Post for central operations.

The concern isn't all on the town's side - students also have objected to the unsavory image of UConn that the off-campus parties project, and they have become concerned about their own safety.

In 2007, as part of a "take back Spring Weekend" campaign, students issued wrist bracelets so that the party crashers can be sifted out from students and invited guests.

The report notes that "outsiders" contribute "disproportionately" to the number of traumatic injuries and other medical emergencies (such as alcohol poisoning), and illegal behavior. One recommendation, therefore, is to restrict parking by "outsiders" by closing or restricting access to UConn parking lots.

Mayor Betsy Paterson also recognizes that UConn students are trying to do what they can to tame the Spring Weekend mayhem. "Students say that when they do something positive, they don't get any credit for it," Paterson said, and noted that student organizations have been

working hard to create events - such as the popular OOzeball - that will keep students on campus.

She also warned that those who say that UConn should just pull the plug on Spring Weekend aren't being realistic. The parties would continue and it would take strong-arm tactics to shut them down. The way things are now, at least the crowds of thousands are "contained" where they can be monitored and emergency help can reach them.

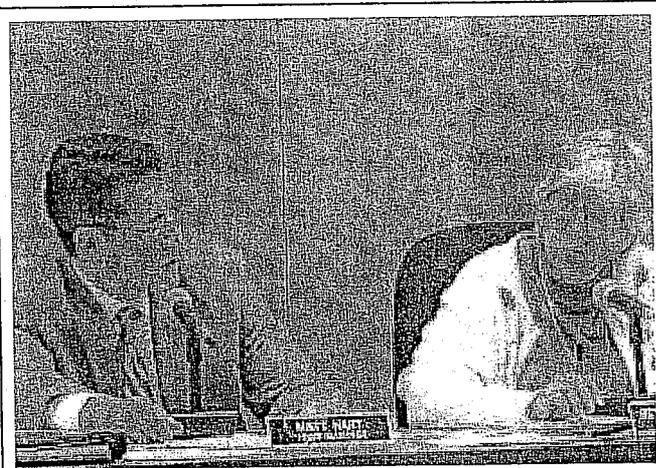
*Posted Oct. 29, 2008*

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# Town Manager Matt Hart gets vote of confidence from Town Council

Brenda Sullivan | Editor

27 October, 2008



Town Manager Matt Hart and Mayor Betsy Paterson at the Oct. 27 Town Council meeting. Photo by Brenda Sullivan.

**His salary increases from \$113,859 to \$117,844 or 3.5 percent, retro-active to July 1, 2008.**

Town Manager Matt Hart got a vote of confidence from the Town Council at its Oct. 27 meeting when members unanimously approved a compensation package, retroactive to July 1, 2008, that includes a 3.5 percent raise.

(Council member Alison Whitham Blair was absent.)

The vote follows the conclusion of the Town Manager's annual evaluation.

Hart's salary increases from \$113,859 to \$117,844, which was included in the budget for this fiscal year.

The Town Council also approved an increase in Hart's health insurance cost-share, from 13 percent to 14 percent, or from \$1,799.46 to \$2,405.27.

Mayor Betsy Paterson notes in a memo to the Town Council that Hart's salary increase and change in co-pay is consistent with what they awarded to nonunion and other town personnel.

Hart was evaluated in the areas of:

- Organization management and leadership,
- Fiscal and business management,
- Communications and relationship with the Mayor and Town Council,

- Community and intergovernmental relations,
- Personal and professional traits,
- Facilitation of council goals and objectives

Personnel Committee Chair Gregory Haddad reported that, "Overall, it was agreed that Mr. Hart is intelligent, capable and passionate about his work, accepts suggestions for improvement and willingly accepts responsibility."

In terms of an overall rating of Hart's job performance, three council members rated it as "outstanding," four as "exceeds expectations," and two as "meets expectations." Haddad's report does not specify which council member selected which rating.

As part of the evaluation process, Hart developed a draft set of goals and objectives for the next year, which will be reviewed by the Personnel Committee. The final draft will then be brought to the Town council for its endorsement. These goals and objectives will be used for the next evaluation.

*Posted Oct. 27, 2008*

# O'Brien and Johnson

Attorneys at Law

120 Bolivia Street, Willimantic, Connecticut 06226

Tel (860) 423-2860

Fax (860) 423-1533

Attorney Dennis O'Brien  
dennis@OBrienJohnsonLaw.com

Attorney Susan Johnson  
susan@OBrienJohnsonLaw.com

October 24, 2008

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

Item #21

Dear Matt:

You have informed me that there is a committee being formed by the Town Council to help oversee the construction of a system to send sewage from the Four Corners area of Mansfield to the University of Connecticut facility to be treated there. You have asked for my opinion whether the committee may include residents or owners of property in the affected area.

For residents to be absolutely unable to serve on any such committee, there would have to be a legal bar in place, by statute, ordinance, or some other duly enacted code. There is no statute or ordinance to that effect

As you know, pursuant to its mandate set forth in Charter section C304A, the Town Council adopted a Code of Ethics in 1995. The Code lacks any provision that may be interpreted to prevent a resident or owner of property in the affected area from being a member of this committee. Thus, the committee may in fact include such persons.

The question arises whether the participation of such persons on the Four Corners committee would be restricted and, if so, to what extent. The Code of Ethics applies to any "employee" or "official" of the town. In section 25-3 of the Code, an "official" is defined as "Any person holding elective or appointive town office, including members and alternate members of town agencies, boards and commissions, and **committees appointed to oversee the construction or improvement of town facilities . . .**"

As a committee charged with responsibility for oversight of the **construction** of the Four Corners sewer treatment facility, an apparent public **improvement**, members of the Four Corners committee are generally covered by the Code.

Section 25-4C(1) of the Code of Ethics of the Town of Mansfield provides that "No employee or official shall participate in the hearing or **decision** of the body of which he or she is a member upon any matter in which he or she is interested in a personal or financial sense." Regarding "interest in a personal or financial sense, section 25-3 of the

Matthew W. Hart  
Town Manager  
October 24, 2008  
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Code says that this term has "The same meaning as the courts of this state apply, from time to time to the same phrase as used in sections 8-11 and 8-21, C.G.S."

C.G.S. sections 8-11 and 8-21 are practically identical. Section 8-11 provides in pertinent part that "No member of any zoning commission or board and no member of any zoning board of appeals shall participate in the hearing or decision of the board or commission of which he is a member upon any matter in which he is directly or indirectly interested in a personal or financial sense. Section 8-21 says the same thing about planning commission membership.

In **Timber Trails Association v. Planning & Zoning Commission of the Town of Sherman**, 99 Conn. App. 768, 775, our Appellate Court noted that "... A personal interest can take the form of favoritism toward one party or hostility toward the opposing party; it is a personal bias or prejudice which imperils the open-mindedness and sense of fairness which a zoning official in our state is required to possess."

There is no question in this situation of "hostility toward the opposing party." The only issue is whether the potential members of this oversight committee who live or own property in the area may be assumed to have "favoritism toward one party." Most "favoritism" conflicts of interest in the zoning law context arise because commissioners or board members or their immediate family members live on or own property abutting a subject property in an administrative proceeding. These planning and zoning situations are similar to this one except for one very important difference.

Unlike a planning or zoning commission or zoning board of appeals, it is my understanding that the Four Corners committee the Town Council is about to appoint will be an **ad hoc** temporary **advisory** committee which will **not** have the final say about this project. Mindful of this, and in consideration of all the other advisory committees assisting local governments in multiple situations in this day and age, it is my interpretation of "**decision**" as it appears in section 25-4C(1) to mean **final decision**.

I conclude that unless a Town Council advisory committee is empowered to make a decision that need not be reviewed and approved by the Town Council before it is effective, the Code does not require any committee member who may otherwise be in conflict of interest under our Ethics Code to refrain from participation in the hearing or decision of any such matter.

Advisory committees like this one often include persons with valuable special expertise or knowledge not necessarily owned by members of the appointing agency. Often this special knowledge is the result of persons being close to the situation, a potential conflict of interest under our Ethics Code. To exclude such persons from

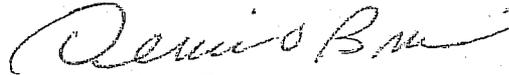
Matthew W. Hart  
Town Manager  
October 24, 2008  
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participation when their involvement in the process, albeit valuable, is merely advisory, may thwart the intent of the Council in appointing an advisory committee, and is not good public policy.

The Town of Mansfield Ethics Code is flexible enough that in my view it is inadvisable to exclude residents or owners of property in the area, with the interest in and knowledge of the project and the area in which it is to be done to have great potential to successfully advise the final decision makers, from volunteer advisory committee participation in this project.

I hope this answers your question. Please let me know if you need any more from me on this.

Very truly yours,



Dennis O'Brien  
Attorney at Law

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## TOWN OF MANSFIELD

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

Fax To:

Chronicle: 423-7641; Journal Inquirer: (860) 646-9867; Daily Campus: 486-4388; WHUS: 486-2955; WILI: 456-9501; Hartford Courant: (860) 241-3866; Reminder Press: 875-2089

Point of Contact: KEVIN GRUNWALD, DIRECTOR  
HUMAN SERVICES  
860 429-3314

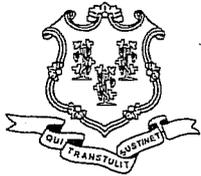
### For Immediate Release

#### **Relief Fund to Benefit Children of Accident Victim**

October 28, 2008 – A relief fund has been established to benefit the children of Stephen Harakaly of Mansfield, age 38, who died suddenly in a motor vehicle accident. He leaves behind a loving family including his wife, Tami (Bottaro) Harakaly; two children: Tyler (age 7) and Lindsey (age 2). He is remembered as a great son, brother, husband, uncle, neighbor, friend, employee and above all as a wonderful father and family man. Contributions to the fund can be made for the benefit of Tyler and Lindsey Harakaly at New Alliance Bank, 6 Storrs Rd., Willimantic, CT 06226.

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Daniel F. Caruso  
Chairman

# STATE OF CONNECTICUT

## CONNECTICUT SITING COUNCIL

Ten Franklin Square, New Britain, CT 06051

Phone: (860) 827-2935 Fax: (860) 827-2950

E-Mail: [siting.council@ct.gov](mailto:siting.council@ct.gov)

Internet: [ct.gov/csc](http://ct.gov/csc)

Item #23

October 22, 2008

TO: Council Members

FROM: S. Derek Phelps, Executive Director

RE: **DOCKET NO. 367** – Cellco Partnership d/b/a Verizon Wireless application for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility located at 343 Daleville Road, Willington, Connecticut.



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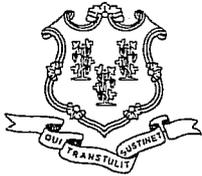
Enclosed please find a copy of the Council's notice of public hearing.

SDP/jb

Enclosure (1)

c: Secretary of the State  
Robert L. Marconi, Assistant Attorney General  
Parties and Intervenors  
Application Service Recipients  
Ginger Teubner, DPUC





Daniel F. Caruso  
Chairman

# STATE OF CONNECTICUT

## CONNECTICUT SITING COUNCIL

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Internet: [ct.gov/csc](http://ct.gov/csc)

### HEARING NOTICE

Pursuant to provisions of General Statutes § 16-50m and Section 16-50j-21 of the Regulations of Connecticut State Agencies, notice is hereby given that the Connecticut Siting Council (Council) will conduct a public hearing on December 11, 2008, beginning at 3:00 p.m., and continued at 7:00 p.m., at the Willington Town Hall, 11 Common Road, Willington, and thereafter as necessary. The hearing will be on an application from Cellco Partnership d/b/a Verizon Wireless for a Certificate of Environmental Compatibility and Public Need for the construction, maintenance and operation of a telecommunications facility located at 343 Daleville Road, Willington, Connecticut.

The purpose of the hearing is to hear evidence on the applicant's contentions that the public need for the facility outweighs any adverse environmental effects that would result from the construction, operation, or maintenance of a tower, ground equipment, and access road. The 3:00 p.m. hearing session will provide the applicant, parties, and intervenors an opportunity to cross-examine positions. The applicant will be allowed a final rebuttal. Briefs will be entertained after the close of the last hearing session. The 7:00 p.m. hearing session will be reserved for the public to make brief statements into the record. Cross-examination of parties and intervenors will resume, if necessary, after all statements have been heard.

The Council will conduct a public field review of the proposed site on Thursday, December 11, 2008, beginning at 2:00 p.m. The applicant will fly a balloon during the field review to simulate the height of the proposed facility.

Applicable law for this proceeding includes the Public Utility Environmental Standards Act, General Statutes § 16-50g, et seq., and Sections 16-50j-1 through 16-50v-1a of the Regulations of Connecticut State Agencies.

The Council will hold a pre-hearing conference on procedural matters on November 19, 2008, beginning at 10:00 a.m. at the Council's office, 10 Franklin Square, New Britain, Connecticut.

The Council directs that all testimony and exhibits be pre-filed with the Council and all parties and intervenors by December 4, 2008. In accordance with the State Solid Waste Management Plan, the Council requests that all filings be submitted on recyclable paper, primarily regular weight white office paper. Please avoid using heavy stock paper, colored paper, and metal or plastic binders and separators.



Individuals are encouraged to participate through their elected officials, and other party/intervenor groupings.

Any person seeking to be named or admitted as a party or intervenor to the proceeding may file a written request to be so designated at the office of the Connecticut Siting Council, 10 Franklin Square, New Britain, Connecticut 06051, on or before December 4, 2008.

Parties and intervenors will be allowed to submit briefs and proposed findings of fact within 30 days after the close of the hearing.

Any person who is not a party or intervenor to this proceeding may file a written statement with the Council at the hearing or any time up to 30 days thereafter. Such statements will become part of the record. No written statement or any other material, evidence, or other information will be accepted from any person not a party or intervenor to the proceeding after 30 days following the close of the hearing, except as otherwise prescribed by law or the Council.

A verbatim transcript of the hearing session(s) will be made and deposited with the Town Clerk's Office of both the Town of Willington and the Town of Mansfield for the convenience of the public.

Requests for information in alternative formats or for sign-language interpreter services must be submitted in writing by December 4, 2008.

The applicant of this facility is represented by the following:

**Applicant**

Cellco Partnership d/b/a Verizon Wireless

**Its Representative**

Kenneth C. Baldwin, Esq.  
Robinson & Cole LLP  
280 Trumbull Street  
Hartford, CT 06103-3597

Sandy Carter, Regulatory Manager  
Verizon Wireless  
99 East River Drive  
East Hartford, CT 06108

A copy of the application is available for review at the Council's office during office hours at 10 Franklin Square, New Britain, Connecticut, (860) 827-2935. The Council has assigned this application docket no. 367.

October 22, 2008

Connecticut Siting Council

**LIST OF PARTIES AND INTERVENORS**  
**SERVICE LIST**

<b>Status Granted</b>	<b>Status Holder (name, address &amp; phone number)</b>	<b>Representative (name, address &amp; phone number)</b>
<b>Applicant</b>	Cellco Partnership d/b/a Verizon Wireless	Sandy Carter, Regulatory Manager Verizon Wireless 99 East River Drive East Hartford, CT 06108  Kenneth C. Baldwin, Esq. Robinson & Cole LLP 280 Trumbull Street Hartford, CT 06103-3597 (860) 275-8200



University of Connecticut  
*Office of the Vice President and  
Chief Operating Officer*

REC'D OCT 16

Office of Environmental Policy

October 16, 2008

Richard A. Miller  
*Director*

Item #24

TOWN OF MANSFIELD  
ATTN: TOWN COUNCIL  
4 SOUTH EAGLEVILLE ROAD  
STORRS, CT 06268-2599

Dear Council Members,

Please join me, along with the members of UConn's Compost Facility Advisory Committee at an open-house on Wednesday, November 19<sup>th</sup>, from 6:30 to 8:30 p.m. in Room 7 of the Bishop Center to learn about UConn's compost facility plans. The open-house will feature posters and other informational displays about the locations that were evaluated, operational and environmental factors considered, and general information about agricultural waste composting. Committee members will be present to answer your questions.

Last May, UConn appointed a Compost Facility Advisory Committee (see attached membership list) and charged this group with recommending a site on UConn-owned land. The committee evaluated numerous site alternatives, including locations on our East (Agricultural) Campus near Horsebarn Hill. Applying both environmental and operational criteria, the committee recommends a site near Spring Manor Farm and behind (north of) the Bergin Correctional Facility.

The purposes of this facility are to advance more environmentally sustainable agricultural practices, enhance related educational and outreach programs, and increase opportunities for funded research. As an alternative to spreading raw manure in our agricultural fields, composting reduces the volume and odor of agricultural waste, and the runoff of soluble nutrients from the fields. Most of the finished compost will be applied to farm fields and some will be applied to landscaped gardens on campus.

Please contact me or project coordinator, Paul Ferri, at 486-9295 if you have any questions. We look forward to meeting with you on November 19<sup>th</sup>.

Sincerely,

Encl. Compost Facility Advisory Committee

Cc: Members of Compost Facility Site Advisory Committee  
Matt Hart, Mansfield Town Manager  
Maria Capriola, Assistant to Town Manager

*An Equal Opportunity Employer*

31 LeDoyt Road Unit 3055  
Storrs, Connecticut 06269-3055

Telephone: (860) 486-8741

## Compost Facility Advisory Committee

Christopher G. Clark  
Extension Nutrient Management Planning  
UConn - Plant Science Dept

Paul Ferri  
Environmental Compliance Analyst  
UConn – Office of Environmental Policy

Robert A. Henning, Ph.D., CPE  
Associate Professor  
UConn - Psychology Department  
Member of the UConn Capital Projects Advisory Committee Department

Mary Kegler  
Manager of Farm Services  
UConn - Farm Department

Quentin Kessel  
UConn - Research Professor of Physics and Professor Emeritus  
Chairperson - Mansfield Conservation Commission  
Member - Naubesatuck Watershed Council

Richard A. Miller  
Director  
UConn – Office of Environmental Policy

Tom Morris  
Associate Professor, Soil Fertility  
Coordinator of Professional Development Program, Northeast Region, USDA Sustainable  
Agriculture Research and Education Program (SARE)  
UConn - Department of Plant Science

Gregory Padick  
Director of Planning  
Town of Mansfield

Meg Reich  
Vice President  
Willimantic River Alliance, Inc.

October 29, 2008

Item #25

Mansfield Community Center  
10 South Eagleville Road  
Mansfield, CT 06268

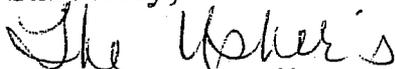
Dear Members of the Board:

Thank you! Thank you! Thank you! Please accept our deepest gratitude for all that you do to make our community center a fabulous place. Curt, Sherry, and the center staff go out of their way to accommodate all of our needs. We love the clean, safe, and friendly environment.

There were times when we dragged our tired and unmotivated selves through the center's front doors and were immediately uplifted by greetings from our center's staff. We love the classes - particularly Paul's early morning spin class - the diverse exercise machines, the fact that we can use the center at all times, and most of all - having a place where we truly feel part of a community. We find the center a very progressive place where we learn about current health initiatives and are motivated to incorporate them into our lives.

Thanks so much for all that you continue to do to make Mansfield such a wonderful place to live! Happy 5<sup>th</sup> Anniversary and thanks for keeping us healthy!

Sincerely,

  
The Usher Family

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