



TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, September 13, 2010
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.

AGENDA

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CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES	1
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FUTURE AGENDAS

EXECUTIVE SESSION

ADJOURNMENT

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
August 23, 2010

DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 5:30 p.m. in the Council Chambers of the Audrey P. Beck Building.

I. ROLL CALL

Present: Haddad, Kochenburger, Lindsey, Moran, Paterson, Paulhus, Ryan,
Excused: Keane, Schaefer

II. WORK SESSION

School Building Project

Director of Finance Cherie Trahan presented information on the factors reviewed by rating agencies in the process of conducting a credit analysis prior to issuance of bonds. (Power point presentation attached) Mansfield currently maintains an Aa2 rating. Ms. Trahan also distributed information comparing Mansfield's current debt situation with other Aa2 rated towns in Connecticut, the projected debt service for the Town and an estimated mill rate equivalency for the various School Building Project Options.

Council members requested information detailing the potential difference in bonding interest rates if the Town's credit rating changes, the estimated cost of Option A with only those projects that will be necessary for the next 5 to 10 years and an estimate of any cost savings that might be realized by doing the project during the current recession.

Director of Planning Gregory Padick updated the Council on work done by staff on possible sites for the project and distributed a draft handout from the Sustainability Committee detailing a list of considerations for school sites.(Attached)

Board of Education Chair Mark LaPlaca asked the Council if the following questions are what they would like brought to the Board:

If the project is to be split into a Mansfield Middle School Project and an Elementary Schools Project which would be the priority?

If the cost of Option E is to be reduced what would be the Board's recommendation for those cuts?

Superintendent Fred Baruzzi asked the Council to define the amount of the desired reduction as the Board has already made its recommendation to the Council. If a dollar figure is presented to the Board then they will be able to prioritize the reductions.

III. ADJOURNMENT

Mr. Paulhus moved and Mr. Kochenburger seconded to adjourn the meeting at 7:00 p.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk



Town of Mansfield
School Building Project

Debt Management – Maintaining our
Aa2 rating

August 23, 2010

[Handwritten signature]



Rating Agency – Credit Analysis

Credit quality based on factors that
affect:

- o Borrower’s ability to pay
 - o Degree of control over resources –
both revenue & expenditures
- o Willingness to pay
 - o Tax & expenditure limitation initiatives
 - o Voter rejection of budgets & bond
issues



Rating Agency – Credit Analysis
(con’t.)

- o Willingness of officials to make difficult
decisions to keep budgets in balance
- o A consistent trend of positive
performance, particularly during times
of economic stress shows strong
willingness to pay
- o No one single factor can be considered
most important



Four Basic Rating Factors

- o Economic Factors
- o Debt Factors
- o Financial Performance
- o Government Factors



Economic Factors

- o Least controllable & most difficult to predict
- o U.S. Census statistics of population, housing characteristics, measures of employment, unemployment, and economic production
- o Locally derived information such as property valuations
- o Sensitivity of municipality to performance of local economy



Debt Management

- o Control of debt position – planning
- o Ability to honor the promise to repay existing debt
- o Economic feasibility and the necessity of the project to be financed
- o Magnitude of debt vs. perceived benefit of project is critical

Debt Management (con't.)

- o If level of debt becomes too burdensome, can lead to unwillingness to pay (other services may suffer)
- o Capital Planning for future debt
- o Rate of debt retirement to tax base growth
- o Mix between long term vs. short term debt

Financial Performance

- o Annual operating performance and the resultant year-end position are the ultimate measure of management control
- o Financial results are deemed satisfactory when revenues meet or exceed expenditures and sufficient financial resources have been accumulated to meet unforeseen contingencies

Revenue Component

- o Revenue raising ability
- o Tax increases part of budget process, incremental increases?
- o Tax increases primarily in crisis situations?



Administration of Services

- o Scope & powers of municipality's administration (officials)
- o Financial & budgetary responsibilities clearly defined
- o Degree of flexibility in providing key services (intergov: cooperation)
- o Prudent funding of accrued expenses



Mansfield Factors

- o Mansfield unemployment rate - 8.4%
- o Tax collection rate remains stable - 98.4%
- o Revaluation results/tax base growth-4.6%
- o Reduction in building permits
- o Reliance on the State - Moody's Aa2 stable outlook
- o One major employer - State of CT/UConn



Mansfield Factors (con't.)

- o Current level of debt
- o Projected debt per capita
- o Voters' action on Region 19 athletic fields renovation
- o Five Year Capital Planning
- o History of budget passage
- o History of State aid



Mansfield Factors (con't.)

- o Recent reductions in State assistance and how we compensated for it
- o Local development & increase to local tax base –Storrs Center and Four Corners Sewer & Water
- o Fully funded medical self-insurance fund
- o Annually funding post employment benefits, much lower than many communities
- o History of intergovernmental cooperation



Mansfield Factors (con't.)

- o Strong Financial Management Goals
- o Long Term Financial Planning
- o Interim Financial Reporting
- o History of Pay-As-You-Go for CIP
- o Impact of Wellness Program on Health Insurance Claims



Project Considerations

- o Merits of the school building project
 - What goals are we trying to achieve?
 - Which project will best meet those goals?
- o Local support for the project – willingness to pay
- o Impact on future borrowing
- o Impact on other community services
- o Financial Management Goals – debt per capita

Estimated Project Timeline

- o Council Decision By 3/1/2011
- o Referendum By 5/1/2011
- o Application to State 06/30/2011
- o State Grant Approval 06/01/2012
- o Design Complete 07/01/2012
- o State Approvals 10/01/2012
- o Bidding & Award 12/01/2012
- o Construction begin 12/15/2012

Schedules to Review

- o Projected Debt Service
- o Mill Rate Equivalency – Project Options
- o Aa2 Communities Comparison

Additional Questions ?

TOWN OF MANSFIELD
PROJECTED DEBT SERVICE
As of August 23, 2010

Direct Net Debt Outstanding at June 30, 2010	\$ 1,520,000	
Plus: Mansfield Share Of Region 19 Direct Net Debt Outstanding @ 58% (rounded)	2,529,000	
Overall Net Debt Outstanding at June 30, 2010	\$ 4,049,000	
Principal Lease Purchases Balance	1,024,270	
Authorized but Unissued:		
MMS Heating Conversion	\$ 1,025,000	
Community Center Air Conditioning	170,000	
Storrs Center Streetscape	302,000	
Salt Shed	264,000	
Hunting Lodge Road Walkway	106,000	
4 Corners Sewer/Water Design	330,000	
Total Authorized but Unissued		2,197,000
Proposed Bonding:		
Open Space	1,040,000	
Stone Mill/Laurel Land Bridges	378,000	
Misc Equip & Improvements	263,000	
Total Proposed 2010/11 Bonding		1,681,000
Sub-total Projected Overall Net Debt Outstanding	\$ 8,951,270	\$ 8,951,270
Potential 4 Corners Sewer Construction Debt ¹	7,100,000	7,100,000
Potential School Building Projects Debt:		
Option D Debt Issuance	19,545,000	
Option E Debt Issuance		27,575,000
Region 19 Track Renovation @ 58%	1,256,860	1,256,860
Total Potential Overall Net Debt Outstanding	\$ 36,853,130	\$ 44,883,130
Overall Net Debt Per Capita	\$ 1,365	\$ 1,662
 <u>State Statute Debt Limitation:</u>		
Total Collections 06/30/2010	\$ 23,771,305	
2.25 times Total Tax Collections - General Purpose		\$ 53,485,436
4.5 times Total Tax Collections - Schools		\$ 106,970,873
7 times Total Tax Collections - Total Indebtedness		\$ 166,399,135
 <u>Mansfield Financial Management Goals (as amended Nov. 1996):</u>		
3% of Total Assessment Value (10/1/09)		\$ 29,072,730
\$500 Per Capital Limit (Est. population of 27,000, incl students/inmates)		\$ 13,500,000

¹ Estimated debt net of potential grants (\$3mil); including \$4.1mil to be paid through assessments

Mansfield School Building Committee
 Estimated Mill Rate Equivalency
 August 23, 2010

	2009/10	^{repairs} Option A	Option B	Option C	^{1school} Option D	^{2school} Option E
Taxable Grand List - October, 2009	\$ 969,090,991	\$ 969,090,991	\$ 969,090,991	\$ 969,090,991	\$ 969,090,991	\$ 969,090,991
Capital/Debt Service Costs		\$ 1,100,000	\$ 4,751,500	\$ 3,041,375	\$ 1,977,250	\$ 2,803,750
Mill Rate Equivalent		1.14	4.90	3.14	2.04	2.89
Estimated Annual Costs:						
Salaries & Benefits - All schools	\$ 15,849,654	\$ 15,654,654	\$ 15,654,654	\$ 15,100,654	\$ 15,030,654	\$ 15,075,654
Maintenance Costs (Incl Salaries) *	1,882,106	1,689,106	1,689,106	1,661,606	1,395,646	1,489,246
Total Salaries, Benefits & Maint. Costs	17,731,760	17,343,760	17,343,760	16,762,260	16,426,300	16,564,900
Estimated Change in Annual Costs		(388,000)	(388,000)	(969,500)	(1,305,460)	(1,166,860)
Mill Rate Equivalent		(0.40)	(0.40)	(1.00)	(1.35)	(1.20)
Net Change in Mill Rate		0.73	4.50	2.14	0.69	1.69
Average Cost per Household Increase/Decrease (Median assessed value of \$168,000)		123	756	359	116	284

<ul style="list-style-type: none"> Potential for future renovations of site for education and non-educational uses (building will continue to serve the community if no longer used as a school in the future). 	Close to areas planned for commercial and community uses (e.g., Storrs Center, Four Corners).
Site is walk/bike/transit accessible:	
<ul style="list-style-type: none"> Accessible by walkers and bikers and has existing or potential for bike/pedestrian infrastructure. 	
<ul style="list-style-type: none"> Close to areas with greatest existing or planned concentration of neighborhoods with families, minimizing busing distance and costs. 	See Mansfield zoning regs/map and Plan of Conservation and Development for higher density residential areas.
<ul style="list-style-type: none"> Close to existing or planned public transit for school and non-school users. 	
Site is environmentally suitable for development:	
<ul style="list-style-type: none"> Avoids "greenfields" (previously undeveloped lands). If a greenfield is chosen, mitigate the loss through protection of other land with comparable qualities. 	
<ul style="list-style-type: none"> Can be developed without impacting wetlands and waterbodies, floodplains, or habitat for threatened and endangered species. 	
<ul style="list-style-type: none"> Served or serviceable by existing water and waste water infrastructure. 	
<ul style="list-style-type: none"> Minimal impact on traffic patterns, congestion, and air quality and public safety issues related to traffic. 	
<ul style="list-style-type: none"> Potential to minimize lot size and development footprint (LEED Neighborhood Development calls for 5 acre maximum for elementary schools). 	
<ul style="list-style-type: none"> Redevelop existing buildings or site within an already developed area that is community-centered. 	
<ul style="list-style-type: none"> Potential to optimize building orientation to take advantage of passive heating and cooling, natural ventilation, daylighting (i.e., elongate the building along east-west axis). 	

<ul style="list-style-type: none"> Natural site attributes provide opportunities for outdoor learning (e.g., forested areas, streams, etc). 	
<ul style="list-style-type: none"> Requires minimal site regrading. No steep slopes. 	
<ul style="list-style-type: none"> Excellent environmental quality (no water or soil contamination). 	
<ul style="list-style-type: none"> Has potential for school garden to support local food production. 	
Other considerations	
<ul style="list-style-type: none"> Budget for ongoing repair and maintenance to maintain usefulness and efficiency of facilities and avoid cost analysis in the future that results in "new is cheaper." 	

Useful Sources

National Trust for Historic Preservation – Community-Centered Schools Initiative, *Helping Johnny Walk to School: Policy Recommendations for Removing Barriers to Community-Centered Schools*

<http://www.preservationnation.org/issues/historic-schools/helping-johnny-walk-to-school/helping-johnny-walk-to-school.pdf>. See MN, NM, NH, CO, MD case studies on legislative and policy changes to eliminate minimum acreage requirements and bias against renovating existing schools in school construction funding decisions.

<http://www.preservationnation.org/issues/historic-schools/>

EPA school siting information http://cfpub.epa.gov/schools/top_sub.cfm?t_id=45&s_id=64

EPA *Schools for Successful Communities: An Element of Smart Growth*

http://www.epa.gov/smartgrowth/pdf/SmartGrowth_schools_Pub.pdf

See case studies at end.

Cost comparisons checklist to analyze renovating or building new school

http://www.epa.gov/smartgrowth/pdf/SmartGrowth_schools_Pub.pdf (see page 19)

EPA *Travel and Environmental Implications of Schools Siting*,

http://www.epa.gov/smartgrowth/school_travel.htm

This 2003 EPA study was the first to empirically examine the relationship between school location, the infrastructure and environment around schools, transportation choices for trips to school, and impact of those choices on air pollution. It found that: school proximity matters (students with shorter distances are more likely to walk or bike), the built environment influences travel choices (students are more likely

to bike in bike-friendly neighborhoods with sidewalks and bike lanes), school location impacts air emissions (centrally located schools that are walkable/bikable reduce air pollution).

US Green Building Council *LEED for Neighborhood Development Rating System*

<http://www.usgbc.org/DisplayPage.aspx?CMSPageID=148>

National Best Practices Manual for Building High Performance Schools

<http://www.p2pays.org/ref/20/19494.pdf>

California Division of the State Architect's Sustainable Schools Resource,

<http://www.sustainableschools.dgs.ca.gov/SustainableSchools/sustainabledesign/siting/siting.html>

RUDY J. FAVRETTI
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TO: Mansfield Town Council
FROM: Rudy J. and Joy P. Favretti

23 August 2010

If your desk is like mine, the letter that we wrote to you last June 28th is buried; therefore, we attach a copy. But we write tonight to add more and to encourage the Council, the citizens of Mansfield, and especially the Board of Education, to adopt the concept that "Old is the New Green" (to quote from an article in Preservation News, March/April issue.)

In the article, the author states that he is confused "by those who claim that old buildings stand in the way of a greener America. Old isn't obsolete, it's versatile. Every month [we] document... structures with extraordinary green potential. Why replace them? Why waste the time, money, and energy when what exists is infinitely adaptable." **This is the concept we encourage the Town of Mansfield to adopt.** "Reuse, reinvestment, and retrofit can contribute to a sustainable future."

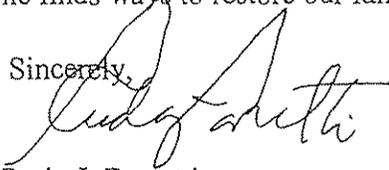
We were encouraged to read, in the 8/21/2010 CHRONICLE, Matt Hart's comments that the renovation of the four schools could be accomplished for less than half the figure that had been quoted earlier. This is what communities all over the country are saying, so his comments were not surprising. Readapting the old is especially important, and more cost efficient and green, today than ever before given the high cost of material, labor, energy, etc., and with this downward turn of the economy.

The problem is that many today -citizens as well as architects and contractors - still think as we did when materials, labor, and energy were cheap: tear it down and throw it away. Today, this notion is all wrong, and all it accomplishes is a lot of waste to fill our landfills, and huge expenditures of money that we can ill afford.

We need to consult architects and contractors to evaluate our school buildings who are up-to-date with the times and who realize that the throw-away mentality is no longer in tune with the times. There are many such professionals out there. I am sure the town building department has a list of them, but if such lists are not available to them, I would be happy to provide them.

In closing, I have heard the comments made that the three school buildings, built an average of 55 years ago, were not built to last. This is not true. I (Rudy) was a resident of the town then and watched these buildings go up, and I can attest to the fact that they were expected to last with regular repairs and renovations, of course. (We are very glad that our medical doctor doesn't think we should be thrown out because we are well over 55; he finds ways to restore our failing body parts!)

Sincerely,


Rudy J. Favretti


Joy P. Favretti

RUDY J. FAVRETTI
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TO: Mansfield Town Council
FROM: Rudy J. and Joy P. Favretti

28 June 2010

We write in response to your invitation "to receive comments regarding the recommendations presented by the Mansfield Board of education in its May 24, 2010 report." Our response is a strong NO to their proposal "...to build two new elementary schools, replacing and closing our three existing elementary schools." We are in favor of their recommendation to "conduct renovations at the Mansfield Middle School..."

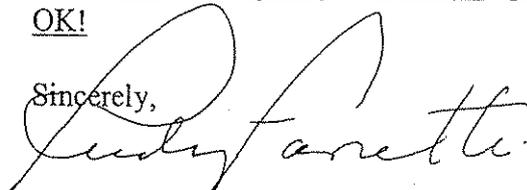
Our reason for this decision is that we think that renovations should also be made at the three elementary schools to meet the objectives set forth in the Board's report "including security concerns, roof replacements and other basic facility needs in addition to enhancing the library/media centers ..."

We must get over being a throw-away society! We thought the town had arrived there during the many sessions and discussions when Mansfield was developing its "Mansfield 2020: A Unified Vision Strategic Plan" in 2007-2008. Sustainability and "going green" were major topics of discussion. We thought that the town had gone green and sustainable. It was a great disappointment to us that the Board's proposal recommends abandoning/destroying three buildings averaging 55 years in age; this is not green or sustainable! We are the only nation in the world that, in general, does not re-adapt such structures to meet changing needs. This is wasteful, not just for the structures themselves, but also of the taxpayers' money.

Yes, we realize that making these renovations may not draw as much state funding, but that is not the point. We should not use quantities of energy and resources to build two new buildings when we have three that are adaptable, especially in light of the projected decline in enrollment for the next two decades. Also, the statements made by the then superintendent of schools and his assistant (the present superintendent), emphasized that no new schools would be needed in the years to come (as they testified before the Planning and Zoning Commission during the preparation of the 2006 plan of development.)

The Board's proposal also does not recognize that the trend today in America is towards the re-adaptation of buildings so that we can be green. We suggest that the Board, as it proceeds, have a study done by experts who understand this concept and will come up with economical figures and plans that will achieve the schools' needs with no waste. In turn, they will not be sending the wrong message to our children that waste is OK!

Sincerely,


Rudy J. Favretti


Joy P. Favretti

REGULAR MEETING – MANSFIELD TOWN COUNCIL

August 23, 2010

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: Haddad, Kochenburger, Lindsey, Moran, Paterson, Paulhus, Ryan
Excused: Keane, Schaefer

II. APPROVAL OF MINUTES

Mr. Haddad moved and Mr. Ryan seconded the approval of the minutes of the August 9, 2010 with one addition. Motion passed by all.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Lida Bilokur, Wormwood Hill Road, submitted information on laws relating to the displaying of the United States Flag and thanked Mansfield Librarian Peggy Frank for her assistance in obtaining the information.

Bill Okeson, Northwood Road, asked the Town Manager for a report on his meeting with Keystone regarding a potential water supply for Ponde Place. The Town Manager will address this issue in his report.

IV. REPORT OF TOWN MANAGER

Report attached.

Town Manager Matt Hart reported that Keystone has been doing testing for a possible community well for the Ponde Place Project on Hunting Lodge Road and the preliminary testing shows available water for about 171 beds. The company has filed for an emergency connection to the UConn water supply. The meeting the Town Manager attended was convened by the State Department of Health to discuss the regulatory requirements for an emergency connection. Mr. Hart will forward any additional information as it becomes available. Information regarding the exclusion of the disclosure of lists of members of senior center programs from the Freedom of Information Act was distributed.

Mr. Haddad moved and Mr. Ryan seconded to move Items 4 and 5, Status Report on Assisted/Independent Living Project and Presentation on Region 19 Track and Athletics Field Renovations, as the next two items of business.

Motion passed unanimously.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Paterson outlined some of the events planned for the Festival on the Green and the Celebrate Mansfield Weekend on September 10th through the 12th. New this year will be a community puppet building workshop during which participants will build puppets and then be invited to perform with them in the Celebrate Mansfield Parade. Mayor Paterson asked anyone interested in participating to call the Downtown Partnership office.

Mayor Paterson asked any Council members interested in participating in the community visits to off campus rental units sponsored by the Campus

Community Partnership to please contact Jennifer Thompson in the Town Hall for more information.

Mr. Pauhus reminded members that all voting for the Region 19 referendum will be in Town Hall and absentee ballots will be available.

VI. OLD BUSINESS

1. Community – Campus Relations

The Town Manager reported that he and public safety, building and health staff members met with their counterparts from Amherst, Massachusetts to discuss mutual problems and solutions. He also reported that town staff has met with all the major landlords and that the public safety staff will be out this weekend as the students start to move back to Mansfield.

2. Capital Improvement Projects – Open Space, Laurel Lane & Stone Mill Road Bridge Repairs

Town Manager Matt Hart identified some Item number changes which should be made to the motion as presented in the packet. By consensus members agreed that all item numbers in the resolutions should refer to Item 2.

Ms. Moran moved and Mr. Ryan seconded to approve the following resolution:

Item 2

RESOLUTION APPROPRIATING \$1,040,000 FOR ACQUISITION OF LAND OR INTERESTS THEREIN FOR OPEN SPACE, MUNICIPAL, OR PASSIVE OR ACTIVE RECREATIONAL USES AND FOR CAPITAL MAINTENANCE TO FACILITIES ON LAND CURRENTLY OWNED BY THE TOWN OR TO BE ACQUIRED BY THE TOWN FOR SUCH PURPOSES, AND AUTHORIZING THE ISSUE OF BONDS, NOTES AND TEMPORARY NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

RESOLVED,

(a) That the Town of Mansfield appropriate ONE MILLION FORTY THOUSAND DOLLARS (\$1,040,000) for costs related to: (1) the acquisition by the Town of one or more parcels of land or interests therein for open space, municipal, or passive or active recreational uses, or any combination thereof, after referral of any such proposed acquisition to the Planning and Zoning Commission of the Town for review pursuant to Section 8-24 of the Connecticut General Statutes, Revision of 1958, as amended, and approval by the Town Council following a public hearing held on not less than five days' published notice, and (2) capital maintenance to facilities on any parcel of land currently owned by the Town or acquired by the Town pursuant to this resolution for such uses, or any combination thereof, as to be determined by the Town Council, after referral of any such work to the Planning and Zoning Commission of the Town for review pursuant to Section 8-24 of said Connecticut General Statutes. The appropriation may be spent for survey fees, feasibility and planning studies related to potential acquisitions, design, construction, acquisition, installation, material and equipment costs related to such improvements and capital maintenance, legal fees, net temporary interest and other financing costs, and other expenses related to the project.

(b) That the Town issue its bonds or notes, in an amount not to exceed ONE MILLION FORTY THOUSAND DOLLARS (\$1,040,000) to finance the appropriation for the project. The amount of bonds or notes authorized shall be reduced by the amount of grants received by the Town for the project to the extent that such grants are not separately appropriated to pay additional project costs. The bonds or notes shall be issued pursuant to Section 7-369 of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds or notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

(c) That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes or the receipt of grants for the project. The amount of the notes outstanding at any time shall not exceed ONE MILLION FORTY THOUSAND DOLLARS (\$1,040,000). The notes shall be issued pursuant to Section 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended. The notes shall be general obligations of the Town and shall be secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a of the General Statutes with respect to any notes that do not mature within the time permitted by said Section 7-378.

(d) The Town Manager, the Director of Finance and the Treasurer, or any two of them, shall sign any bonds, notes or temporary notes by their manual or facsimile signatures. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds, notes or temporary notes. The Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to determine the amount, date, interest rates, maturities, redemption provisions, form and other details of the bonds, notes or temporary notes; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds, notes or temporary notes to provide for the keeping of a record of the bonds, notes or temporary notes; to designate a financial advisor to the Town in connection with the sale of the bonds, notes or temporary notes; to sell the bonds, notes or temporary notes at public or private sale; to deliver the bonds, notes or temporary notes; and to perform all other acts which are necessary or appropriate to issue the bonds, notes or temporary notes.

(e) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 and, if applicable, pursuant to Section 54A (d) of the Internal Revenue Code of 1986, as amended, that project costs may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project. The Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(f) That the Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to make representations and enter into written agreements for the benefit of holders of the bonds, notes or temporary notes authorized by this resolution to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds, notes or temporary notes.

(g) That the Town Manager, the Director of Finance, the Treasurer and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to complete the projects and to issue bonds or notes and temporary notes and obtain grants, if available, to finance the aforesaid appropriation.

The motion to approve passed unanimously.

Mr. Haddad moved and Mr. Ryan seconded to approve the following resolution:

RESOLUTION ESTABLISHING REFERENDUM ON ACQUISITION OF LAND FOR OPEN SPACE, MUNICIPAL, OR PASSIVE OR ACTIVE RECREATIONAL USES FOR CAPITAL MAINTENANCE TO FACILITIES ON ANY PARCEL OF LAND CURRENTLY OWNED BY THE TOWN OR ACQUIRED BY THE TOWN FOR SUCH USES.

RESOLVED,

(a) That pursuant to Sections 406 and 407 of the Town Charter the resolution adopted by the Council under Item 2 of this meeting, appropriating \$1,040,000 for acquisition of land or interests therein for open space, municipal, or passive or active recreational uses and for capital maintenance to facilities on any parcel of land currently owned by the Town or acquired by the Town pursuant to the resolution for such uses, and authorizing the issue of bonds and notes and temporary notes to finance the appropriation, shall be submitted to the voters at referendum to be held on Tuesday, November 2, 2010 in conjunction with the election to be held on that date, in the manner provided by said Charter and the Connecticut General Statutes, Revision of 1958, as amended, including the procedures set out in Section 9-369d(b)(2) of said Statutes, and in accordance with "Ordinance Regarding the Right of Voters Who Are Not Electors to Vote at Referenda Held in Conjunction with an Election", adopted by the Mansfield Town Council on August 25, 1997.

(b) That the aforesaid resolution shall be placed upon the paper ballots or voting machines under the following heading:

"SHALL THE TOWN OF MANSFIELD APPROPRIATE \$1,040,000 FOR ACQUISITION OF LAND OR INTERESTS THEREIN FOR OPEN SPACE, MUNICIPAL, OR PASSIVE OR ACTIVE RECREATIONAL USES AND FOR CAPITAL MAINTENANCE TO FACILITIES ON LAND CURRENTLY OWNED BY THE TOWN OR TO BE ACQUIRED BY THE TOWN FOR SUCH PURPOSES, AND AUTHORIZE THE ISSUE OF

BONDS AND NOTES IN THE SAME AMOUNT TO DEFRAY SAID APPROPRIATION?"

Voters approving the resolution will vote "Yes" and those opposing said resolution shall vote "No".

(c) That the Town Clerk shall publish notice of such referendum vote as part of the notice of the election to be held on November 2, 2010. Absentee ballots will be available from the Town Clerk's office.

(d) That, in their discretion, the Town Clerk is authorized to prepare a concise explanatory text regarding the resolution and the Town Manager is authorized to prepare additional explanatory materials regarding the resolution, such text and explanatory material to be subject to the approval of the Town Attorney and to be prepared and distributed in accordance with Section 9-369b of the General Statutes of Connecticut, Revision of 1958, as amended.

Motion to approve the motion passed with all in favor.

Mr. Haddad moved and Ms. Moran seconded to approve the following resolutions:

Item 2

RESOLUTION APPROPRIATING \$2,735,000 FOR REPLACEMENT OF THE STONE MILL ROAD AND LAUREL LANE BRIDGES AND AUTHORIZING THE ISSUE OF BONDS, NOTES AND TEMPORARY NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

RESOLVED,

(a) That the Town of Mansfield appropriate TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$2,735,000) for costs related to the design, construction and inspection of replacements to the Stone Mill Road and Laurel Lane bridges, and related work and improvements. The appropriation may be spent for design, demolition, construction and inspection of construction costs, materials, engineering fees, survey fees, construction management costs, permits, legal fees, net temporary interest and other financing costs, and other expenses related to the project. The Town Council is authorized to determine the scope and particulars of the project and may reduce or modify the scope of the project; and the entire appropriation may be spent on the project as so reduced or modified. The Town has received a commitment for Federal bridge project grants of eighty percent (80%) of the eligible project costs to defray in part the appropriation, an estimated \$2,351,736 in anticipated grants. The appropriation is in addition to aggregate appropriations from the Town's Capital and Nonrecurring Expenditure Fund for the project in the amount of \$321,950, approved in the fiscal year ending June 30, 2010.

(b) That the Town issue its bonds or notes, in an amount not to exceed TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$2,735,000) to finance the appropriation for the project. The amount of bonds or

notes authorized shall be reduced by the amount of grants received by the Town for the project to the extent that such grants are not separately appropriated to pay additional project costs. The bonds or notes shall be issued pursuant to Section 7-369 of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds or notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

(c) That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes or the receipt of grants for the project. The amount of the notes outstanding at any time shall not exceed TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$2,735,000). The notes shall be issued pursuant to Section 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended. The notes shall be general obligations of the Town and shall be secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a of the General Statutes with respect to any notes that do not mature within the time permitted by said Section 7-378.

(d) The Town Manager, the Director of Finance and the Treasurer, or any two of them, shall sign any bonds, notes or temporary notes by their manual or facsimile signatures. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds, notes or temporary notes. The Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to determine the amount, date, interest rates, maturities, redemption provisions, form and other details of the bonds, notes or temporary notes; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds, notes or temporary notes to provide for the keeping of a record of the bonds, notes or temporary notes; to designate a financial advisor to the Town in connection with the sale of the bonds, notes or temporary notes; to sell the bonds, notes or temporary notes at public or private sale; to deliver the bonds, notes or temporary notes; and to perform all other acts which are necessary or appropriate to issue the bonds, notes or temporary notes.

(e) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 and, if applicable, pursuant to Section 54A (d) of the Internal Revenue Code of 1986, as amended, that project costs may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project. The Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(f) That the Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to make representations and enter into written agreements for the benefit of holders of the bonds, notes or temporary notes authorized by this resolution to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds, notes or temporary notes.

(g) That the Town Manager, the Director of Finance, the Treasurer and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to complete the project and to issue bonds or notes and temporary notes and obtain grants, if available, to finance the aforesaid appropriation.

RESOLUTION ESTABLISHING REFERENDUM ON THE REPLACEMENT OF THE STONE MILL ROAD AND LAUREL LANE BRIDGES IN MANSFIELD.

RESOLVED,

(a) That pursuant to Sections 406 and 407 of the Town Charter the resolution adopted by the Council under Item 2 of this meeting, appropriating \$2,735,000 for costs related to the design, construction and inspection of replacements to the Stone Mill Road and Laurel Lane bridges and authorizing the issue of bonds and notes and temporary notes to finance the appropriation, shall be submitted to the voters at referendum to be held on Tuesday, November 2, 2010 in conjunction with the election to be held on that date, in the manner provided by said Charter and the Connecticut General Statutes, Revision of 1958, as amended, including the procedures set out in Section 9-369d(b)(2) of said Statutes, and in accordance with "Ordinance Regarding the Right of Voters Who Are Not Electors to Vote at Referenda Held in Conjunction with an Election", adopted by the Mansfield Town Council on August 25, 1997.

(b) That the aforesaid resolution shall be placed upon the paper ballots or voting machines under the following heading:

"SHALL THE TOWN OF MANSFIELD APPROPRIATE \$2,735,000 FOR REPLACEMENT OF THE STONE MILL ROAD AND LAUREL LANE BRIDGES, AND AUTHORIZE THE ISSUE OF BONDS AND NOTES TO DEFRAY THE PORTION OF SAID APPROPRIATION NOT FUNDED FROM GRANTS?"

Voters approving the resolution will vote "Yes" and those opposing said resolution shall vote "No".

(c) That the Town Clerk shall publish notice of such referendum vote as part of the notice of the election to be held on November 2, 2010. Absentee ballots will be available from the Town Clerk's office.

(d) That, in their discretion, the Town Clerk is authorized to prepare a concise explanatory text regarding the resolution and the Town Manager is authorized to prepare additional explanatory materials regarding the resolution, such text and explanatory material to be subject to the approval of the Town Attorney and to be prepared and distributed in accordance with Section 9-369b of the General Statutes of Connecticut, Revision of 1958, as amended.

Motion passed with all in favor.

Mr. Haddad moved and Mr. Paulhus seconded to recess as the Town Council and convene as the Mansfield Resource and Recovery Authority.

Motion passed unanimously.

3. MRRA, Amendments to Solid Waste Regulations/Pilot Litter Control Program
Director of Public Works Lon Hultgren reviewed the clarifications to the proposed regulations as requested by the Council.

Mr. Haddad moved and Mr. Ryan seconded to adopt the proposed amendments to the solid waste regulations, which amendments shall be effective November 1, 2010.

Motion passed unanimously.

Mr. Haddad moved and Mr. Paulhus seconded to adjourn as the Mansfield Resource and Recovery Authority and reconvene as the Town Council.

Motion passed unanimously.

VII. NEW BUSINESS

4. Status Report on Assisted/Independent Living Project

Director of Human Services Kevin Grunwald, President of Masonicare Steve McPherson, Director of Planning Gregory Padick and Advisory Committee member Susanna Thomas provided updates on the Assisted/Independent Living Project to the Council. The term preferred developer was described as a company who is willing to work collaboratively with the Town to provide a project which will address the needs of seniors in Mansfield without undermining existing senior services.

Mr. McPherson explained that due to the economic downturn a number of projects have been put on hold. He expects to have a more definitive answer on the Mansfield Project once the Masonicare Board meets which will be within the next 45 to 60 days. To date the company has conducted an independent market study which supported the results of the Brecht study and has identified a property on Maple Road for which they have the right of first refusal until the end of the year.

Mr. Ryan moved and Mr. Paulhus seconded to maintain the status quo and revisit the situation at the October 25, 2010 Town Council meeting. At that time the Council will decide whether a reaffirmation of Masonicare as the preferred developer is warranted or not.

The motion passed unanimously.

5. Presentation on Region 19 Track and Athletics Field Renovation

Superintendent of Region 19 School Bruce Silva, Representative from Milone & Mac Broom Vincent McDermott, School Board and School Building Committee member Bob Kremer and Director of Finance Cherie Trahan presented information on the proposed Regional School District #19 Athletic Facilities Renovation Project which will be sent to referendum on September 28, 2010. The focus of the revised project is to meet the general needs of all students on a day to day basis.

Mr. Ryan moved and Mr. Haddad seconded that the Town Council support Region 19 in the upcoming referendum on the athletic facilities and urge members of the community to vote for its passage. The motion passed with all in favor except Ms. Lindsey who abstained because her son is a member of the E.O. Smith track team.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

IX. REPORTS OF COUNCIL COMMITTEES

Ms. Moran, Chair of the Committee on Committees, made the following recommendations:

Christopher Kueffner as an alternate on the Community Quality of Life Committee;

Kelly Kochis as a member of the Arts Advisory Committee; and

Mark LaPlaca as a member of the Mansfield Advocates for Children Committee.

The recommendation passed unanimously.

Ms. Moran also reported the Committee has met with the Town Manager and the Director of Human Services and has been working on major changes to the charge for the Social Services Advisory Committee. These changes will be presented at the next meeting of the Council.

Mr. Haddad, Chair of the Personnel Committee, reviewed the timeline for the Town Manager's review process.

X. PETITIONS, REQUEST AND COMMUNICATIONS

6. E. Roberts re: UConn Stage 2 Drought Watch

7. Project Rail Connect-ion Presentation

8. State of CT Department of Veterans' Affairs re: Stand Down 2010- Mr. Paulhus called attention to this event and asked if this information has been distributed throughout Town. The Town Manager will make sure it has.

9. Windham Region GIS & Cadastral Data Center

10. Chronicle "Track proposal to go to vote" – 08-04-10

11. Chronicle "Mansfield gives fiduciary powers to manager" – 08-06-10

12. Chronicle "Seniors unhappy with housing project progress" – 08-07-10

13. Chronicle "Mansfield council backs ethics board" – 08-16-10

14. Mansfield Today "Deal preserves 500 acres in Willington

XI. FUTURE AGENDAS

No additions

Town Manager Matt Hart explained that Item 15, an executive session regarding collective bargaining, should instead be the subject of a non-meeting and therefore will not be part of the evening's agenda.

Mr. Haddad moved and Mr. Paulhus seconded to recess the meeting and move into executive session to discuss Pending Claims and Litigation in accordance with CGS§1-200(6)(b) (Mansfield/ Windham WPCA Arbitration).
Motion passed unanimously.

XII. EXECUTIVE SESSION

Pending Claims and Litigation in accordance with CGS§1-200(6) (b) (Mansfield/ Windham WPCA Arbitration).

Present: Haddad, Kochenburger, Lindsey, Moran, Paterson, Paulhus, Ryan

Also included: Town Manager Matt Hart, Director of Public Works Lon Hultgren

XIII. ADJOURNMENT

The Town Council reconvened in regular session. Mr. Kochenburger moved and Ms. Moran seconded to adjourn the meeting.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

Memo

To: Town Council
From: Matt Hart, Town Manager
CC: Town Employees
Date: August 23, 2010
Re: Town Manager's Report

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

Council Requests for Information/Council Business

- *Regional Board of Ethics* – At the last meeting, Councilor Keane asked that this item be included as a business item for one of the September 2010 meetings. To prepare for this discussion, Mayor Paterson and staff have submitted a research request to CCM seeking information on any examples of regional Ethics Boards in Connecticut or the Northeast, and how those boards operate. Our research request to CCM also asks whether the State Ethics Commission in Connecticut provides guidance on model procedures and the recommended composition of ethics boards.

Budget and Finance

- *Special Town Meeting, Capital Improvement Projects* – Reminder: The Town will hold a special town meeting at 7:00 PM on September 13, 2010 to vote on various equipment acquisitions, capital maintenance items, facility improvements and transportation facility improvements to be funded by the issuance of bonds in the amount of \$263,000. We will hold the special town meeting in the Council Chamber here in the Beck Municipal Building.

Departmental/Division News

- *Human Services*
 - *Volunteer Transportation Program* – We are still accepting applications for the newly established senior services transportation coordinator position. Staff and representatives from the Mansfield Senior Center Association and the Commission on Aging continue to meet regularly to develop the volunteer driver program. A draft policy manual has been completed for the program, a job description has been finalized and posted for the Coordinator and staff is in the process of reviewing applications for the Coordinator's position. Volunteer driver recruitment also continues; with seven potential volunteer drivers currently identified. The plan is that if a Coordinator cannot be hired quickly existing Senior Center staff will move to implement the program.
- *Town Manager's Office*
 - *Bond Referendum, Direct Mail Piece* – The Town has sent an informational piece to residents regarding the potential upcoming bond referendum on November 2, 2010. We have also included in the mailer information regarding the special town meeting to be held on September 13, 2010. A copy of the mailer is attached.
 - *Town-University Relations* - The Mansfield Town-University Relations Committee met with members of the Windham Town/Gown Committee on August 10, 2010. The objective of the meeting was to share challenges and successes in our respective communities and to explore ways to assist each other through a collaboration of ideas and experience.
 - *UConn MPA Program Regionalism Initiative* – Staff from Windham and Mansfield will be working throughout the academic year with a group of UCONN MPA students on a "capstone project." The capstone project will help identify services, programs, equipment or other opportunities for

partnerships and/or regional efforts between the two municipalities. The goals for establishing a regional collaborative(s) between the two communities would be to improve services, reduce expenditures and to provide municipal services in the most effective, efficient and responsive way possible.

- o *Visit with Amherst Staff on 8/31/10* – A group of Mansfield public safety and code enforcement staff and I will meet with our counterparts from Amherst, Massachusetts next week to discuss various approaches to community-campus relations, and ways to address problematic off-campus behavior.

Major Projects and Initiatives

- *Police Study Update* – The consultants for the police services study will be in town the week of September 20, 2010 and will conduct a number of interviews with key stakeholders. We will schedule sessions with individual council members who wish to share their perspectives with the consulting team.

Special Events

- *Celebrate Mansfield Weekend* – The Mansfield Downtown Partnership is pleased to announce the 2010 Celebrate Mansfield Weekend will be held on Friday, September 10th through Sunday, September 12th. The Partnership has worked with the Town of Mansfield, the Mansfield Community Center, the League of Women Voters, the Altnaveigh Inn & Restaurant, and Storrs Farmers Market to create a weekend full of fun for the whole community! All of the events on Saturday and Sunday are free and open to the public. Please see the attached flyer for detailed event information.
- *Community Puppet-Building Workshop* - Join the Ballard Institute and Museum of Puppetry and the Mansfield Downtown Partnership in building a piece of Mansfield's history! The Ballard Institute has invited Sara Peattie, Director of Boston's famed Puppeteers Cooperative, to lead a community puppet-building workshop at the Mansfield Community Center. Participants will assist in building special, larger-than-life puppets depicting a piece of Mansfield's history - the thriving silk industry of the late 18th and early 19th century. The Mansfield Historical Society will give a brief presentation about the local silk industry at the beginning of the workshop on Saturday. Participants will build puppets over a two-day period and then will be invited to perform with them in the Celebrate Mansfield Parade on Sunday, September 12. Following the Parade, the puppets will be on display at the Seventh Annual *Festival on the Green* for the whole community to enjoy. The puppet-building workshop is free and open to residents of all ages: adults, college, high school, and middle school students. Younger children should be accompanied by an adult who will also participate. The workshop will be held Saturday, September 4 and Sunday, September 5 from 9:00 am to 5:00 pm in the Mansfield Community Center, with an optional finishing-up and rehearsal session Saturday, September 11. To register, please contact the Partnership office at 860.429.2740 or mdp@mansfieldct.org. This unique experience is made possible by the Ballard Institute and Museum of Puppetry, the Mansfield Downtown Partnership, the Mansfield Community Center, and the University of Connecticut School of Fine Arts.

Upcoming Meetings*

- Traffic Authority, August 24, 2010, 10:30 AM, Conference Room B, Audrey P. Beck Municipal Building
- Sustainability Committee, August 25, 2010, 7:00 PM, Conference Room B, Audrey P. Beck Municipal Building
- Regulatory Review Committee, September 1, 2010, 2:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Mansfield Advocates for Children, September 1, 2010, 5:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Ordinance Development and Review Subcommittee, September 2, 2010, Council Chambers, Audrey P. Beck Municipal Building
- Mansfield Downtown Partnership Board of Directors, September 2, 2010, 2:00 PM, Mansfield Downtown Partnership Office
- Ethics Board, September 2, 2010, 4:30 PM, Conference Room B, Audrey P. Beck Municipal Building

- Community Quality of Life Committee, September 2, 2010, 7:30 PM, Council Chambers, Audrey P. Beck Municipal Building
- Solid Waste Advisory Committee, September 2, 2010, 7:30 PM, Conference Room B, Audrey P. Beck Municipal Building
- Planning and Zoning Commission, September 7, 2010, 7:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Beatification Committee, September 7, 2010, 7:00 PM, Employee Lounge, Audrey P. Beck Municipal Building
- Agriculture Commission, September 7, 2010, 7:30 PM, Conference Room B, Audrey P. Beck Municipal Building
- Mansfield Community Campus Partnership, September 8, 2010, 4:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Housing Code Board of Appeals, September 13, 2010, 5:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Personnel Committee, September 13, 2010, 6:30 PM, Conference Room B, Audrey P. Beck Municipal Building
- Town Council, September 13, 2010, 7:30 PM, Council Chambers, Audrey P. Beck Municipal Building

**Meeting dates/times are subject to change. Please view the Town Calendar or contact the Town Clerk's Office at 429-3302 for a complete and up-to-date listing of committee meetings.*

Important Issues YOU Need to Know About

PRSTD
US POST
PAID
NORMAN
PERMIT

Town Of Mansfield
4 South Eagleville Road
Mansfield CT 06268

The Town Council is considering placing two issues on the November 2, 2010 ballot - funding for Open Space and Farmland Preservation and funding for Stone Mill Road and Laurel Lane Bridge Replacements. In an effort to increase community awareness of these important questions - and to hopefully increase voter turnout - this mailer briefly explains each issue and its potential cost to the Town.

If you have any questions about these potential referendum questions, please contact the Town Manager's office at 860-429-3336 or TownMgr@mansfieldct.org. More information can also be found online at www.Mansfieldct.gov.

Questions regarding voter registration and voting location may be directed to the Town Clerk's office at 860-429-3302.

Please note that this mailing is being sent for educational purposes only, as the Mansfield Town Council has not yet voted to send these initiatives to the Town's electors.

*Issues that will impact the
quality of life in Mansfield in
a positive way*

1

Funding for Open Space and Farmland Preservation \$1,040,000

WHAT HAS THE OPEN SPACE AND FARMLAND PRESERVATION PROGRAM ACCOMPLISHED SO FAR? Since 1990, Mansfield's land preservation program has purchased 31 open space parcels totaling 1,017.33 acres of land using funds in the Town's Open Space Acquisition Fund. Guided by criteria in the Town's Plan of Conservation and Development, the Town's purchases have served many functions such as protecting public water supplies, preserving farmland and historic features, and protecting native habitats. The program has established and/or expanded public parks and preserves such as Coney Rock Preserve, the Moss Sanctuary, and Mt. Hope Park. Interpretive trail guides for these properties are available on the Town's website. Since 1992, the Town has spent \$2.8 million and received \$461,500 in grants to leverage the fund. The Town works cooperatively with other local groups such as Joshua's Trust, Connecticut Forest and Park Association, and the Last Green Valley National Heritage Corridor.

WHAT ARE THE BENEFITS OF CONTINUING THE TOWN'S OPEN SPACE AND FARMLAND PRESERVATION PROGRAM? Maintain the Town's character and quality of life ■ Promote clean water and clear air ■ Preserve productive farmland ■ Provide recreational opportunities and access to natural areas ■ Conserve historical, archaeological, and scenic resources ■ Protect important wildlife habitats and plant communities ■ Enhance Mansfield economic success and potentially reduce future taxes ■ Achieve a balance between land preservation and new development

HOW DOES THE OPEN SPACE PROGRAM WORK? Any proposal for the Town to purchase open space is reviewed by Town staff and the Mansfield Open Space Preservation Committee. Properties that are consistent with criteria in the Town's Plan of Conservation and Development are referred to the Town Council. As appropriate, appraisals may be attained, grant assistance may be sought and purchase agreements negotiated. For properties actively being considered, neighboring property owners are notified and a public hearing is held. Subsequently, the Town Council votes on whether to purchase the property. After acquisition, a management plan is approved by the Town Council, and implemented by the Parks and Recreation Department.

WHAT ARE THE VOTERS BEING ASKED TO APPROVE? Voters will be asked to approve \$1,040,000 in bonding for future purchases and capital maintenance of open space and farmland. Bonds will only be issued when a suitable parcel is available, a capital maintenance project is needed and only upon approval of the Town Council.

2

Funding for Stone Mill Road and Laurel Lane Bridge Replacements \$2,735,000 (cost to the Town \$378,000)

BACKGROUND The Town has 13 bridges on its 105 miles of roads and has replaced or rehabilitated most of them over the last 30 years. Both the Stone Mill Road Bridge and the Laurel Lane Bridge are eligible for 80% federal bridge grants to replace the bridges with structures that should last over 50 years. Both existing bridges are rated fair to poor, have load restrictions and are at the end of their useful life. Designs for the replacements are essentially complete (also 80% funded) and the new bridges can be constructed in 2011. The Stone Mill Road bridge is adjacent to the Gurleyville Grist Mill at the Fenton River and will consist of twin concrete arches with architectural features to compliment the Grist Mill. The Laurel Lane bridge will be a steel girder/concrete deck structure slightly upstream from the existing bridge, which will be removed.

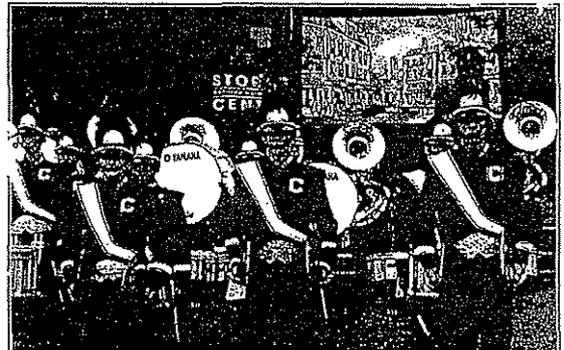
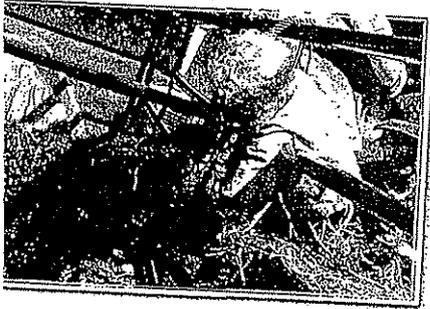
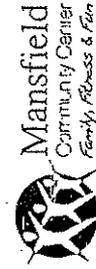
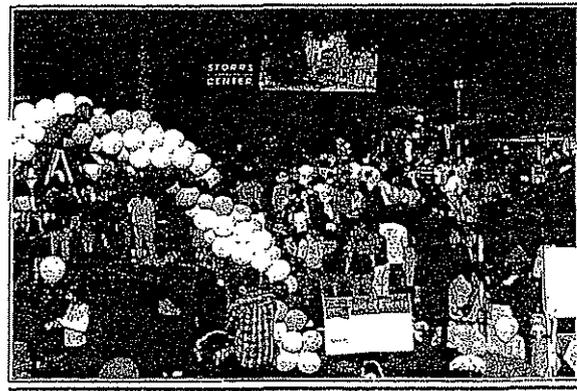
WHAT ARE THE VOTERS BEING ASKED TO APPROVE? Voters will be asked to approve \$2,735,000 in bonding - \$378,000 of which will be the Town share and \$2,357,000 of which will be paid for by federal bridge grants.

NOTE: The Mansfield School Building Project will not be placed on the referendum ballot at this time. The Town Council continues to study this project.

SAVE THE DATE!

Mansfield will hold a town meeting on September 13, 2010 at 7:00 PM in the Council Chambers of the Audrey P. Beck Municipal Building to vote on various equipment acquisitions and capital maintenance, Town facilities improvements, and transportation facilities improvements to be funded by the issuance of bonds in the amount of \$263,000.

The equipment acquisitions and capital maintenance (\$93,000) include: the refurbishment and chassis changeover of two Ford F-350 trucks, the upgrade of hydraulic rescue equipment and the acquisition of a pickup truck. *The town facility improvement projects (\$40,000) include:* acquisition and installation of ventilation units for the locker room at the Community Center, and Town park improvements including playground equipment, picnic areas, ball fields, trails and facility improvements. *The transportation facility improvements (\$130,000) include:* road drainage capital maintenance, large bridges capital maintenance, and transportation and walkway improvements—~~20~~ as bus stops, walkways and bikeways.



Mansfield Downtown Partnership
 is an independent non-profit organization whose mission is to: Strengthen and revitalize the three commercial areas of Storrs Center, Mansfield Four Corners, and King Hill Road by retaining and improving existing businesses, attracting new business, initiating real estate development and public improvements consistent with physical master plans, holding special events, and advocacy.

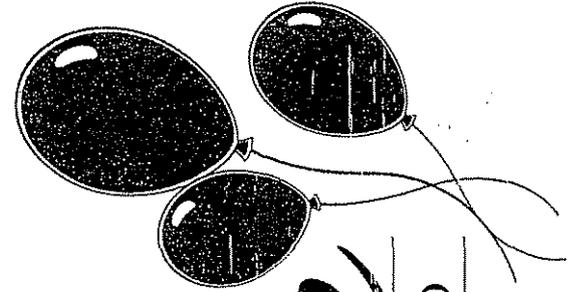
Storrs Center

The Partnership's current focus is the downtown project. Storrs Center will be located across the street from E.O. Smith High School, the Town Hall, and the University of Connecticut. It will offer a lively mix of shops, cafés, office and retail space, and varied residential options.



For more information on all of the Celebrate Mansfield Weekend events, please visit www.mansfieldct.org/fog.html.

We hope to see you in September!



celebrate
MANSFIELD WEEKEND

September 10 - 12, 2010

celebrate
MANSFIELD WEEKEND



Schedule of Weekend Events

Friday, September 10

Vintage Mansfield

4:30 - 6:30 pm

Altnaveigh Inn and Restaurant

Tickets \$35



Kick off the Celebrate Mansfield Weekend with a wine-tasting hosted by Gail and Douglas Parks, proprietors of the historic Altnaveigh Inn and Restaurant. Enjoy hors d'oeuvres prepared by Mr. Parks while supporting the Festival on the Green.

For more information, please contact the Partnership office: 860.429.2740 or mdp@mansfieldct.org.

Saturday, September 11



LEAGUE OF
WOMEN VOTERS

24th Annual Know Your Towns Fair

10:00 am - 1:00 pm

Mansfield Community Center

Free and open to the public

Hosted by the League of Women Voters of Mansfield, the Know Your Towns Fair is a great place for residents - both new and established - to learn more about the many organizations and services in town.

For more information, please visit www.lwvct.org/lwvmansfield/.

Free Mansfield Day

11:00 am - 2:00 pm

Mansfield Community Center

Free and open to the public

Residents are invited to explore the Mansfield Community Center and its many offerings. From the gym to the pool, the weight room to the teen center, there is something for all ages, interests, and fitness levels at the Mansfield Community Center. Proof of residency may be required.

For more information please contact the Mansfield Community Center: 860.429.3015.



Mansfield
Community Center
Family, Fitness & Fun

Saturday, September 11 Continued



Mansfield
Parks & Recreation
Family, Fitness & Fun

Explore the Albert E. Moss Sanctuary

2:00 pm

Meet in front of the Mansfield Community Center Presented by the Mansfield Parks and Recreation Dept.

Free and open to the public

Join local naturalists Sue and Tom Harrington, for a guided tour through the Albert E. Moss Forest, Wildflower and Wildlife Sanctuary. Enjoy the historic stone dam, Tift Pond, native flora or fauna, and the almost 2 miles of trails winding through this 135-acre village woods. Appropriate for families with children 5 and over.

For more information, contact the Parks and Rec Dept.: 860.429.3015.



Storrs
Farmers Market

Music @ the Market

3:00 - 6:00 pm

Mansfield Town Hall parking lot

Open to the public

Enjoy the musical talents of Mansfield's own Seldom Heard and pick up the fixings for a great picnic dinner! Storrs Farmers Market offers premium local foods every Saturday from 3:00 - 6:00 pm from May through November.

For more information, please email StorrsFarmersMarket@gmail.com.

Picnicpalooza!

All-Town Picnic at E.O. Smith High School

5:00 - 7:00 pm

E.O. Smith High School

Rain date: September 25

Free and open to the public

Bring some friends and some food! Can't bring a picnic? Check out the Farmers Market for some outdoor eats! Flamingo will provide musical entertainment while you picnic with your friends and neighbors. A relaxing and fun evening for all ages!

For more information, please contact the Town Manager's office: 860.429.3336.

Sunday, September 12



Celebrate Mansfield Parade

Noon

Storrs Road (S. Eagleville to Dog Lane)

Free and open to the public

Presented by the Mansfield Downtown Partnership, Inc.

Mansfield takes to the street to show all that is unique and special about our town. Storrs Road will close to accommodate the Celebrate Mansfield Parade which features: marching bands, floats, dancers, police and fire trucks, athletic teams, puppets, old cars, bicyclists, color guard, animals, the traditional "Tykes on Trikes," our local politicians, a special 2010 Grand Marshal, and much, much more! Come early and grab a "seat on the street" to give yourself a front row view of the 2010 Celebrate Mansfield Parade.

For more information, please contact the Partnership office: 860.429.2740 or mdp@mansfieldct.org.

7th Annual
**Festival on the
green**

7th Annual Festival on the Green

12:00 - 5:00 pm

Behind the Storrs Center commercial plazas

Rain location: Inside E.O. Smith High School

Free and open to the public

Presented by the Mansfield Downtown Partnership, Inc.

Music, food, and fun await you at the Seventh Annual Festival on the Green! Residents and visitors will find a wide variety of activities for all interests, including cooking demos, games, a pie-eating contest, pottery demos, a Juried Art Show and much more. There will be musical performances by the UConn Marching Band, Kidsville Kuckoo Revue, and David Foster with the Shaboo All-Stars and special guests Christine Ohlman and James Montgomery! Local restaurants will offer a "taste of Mansfield."

For more information, please contact the Partnership office: 860.429.2740 or mdp@mansfieldct.org.

For more information on all of the Celebrate Mansfield Weekend events, please visit www.mansfieldct.org/celebrate

We hope to see you in September!

schedule of weekend events

MEMORANDUM

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



To: Matthew Hart, Town Manager

From: Mary Stanton, Town Clerk *Mary*
Maria Capriola, Assistant to Town Manager *Maria*

Date: August 23, 2010

Re: Public Act 10-17, An Act Concerning Senior Centers and the Freedom of Information Act

Over the years, we have periodically received requests for the names and addresses of senior center participants. Previously, without the FOI statutes specifically addressing this matter, the FOI Commission encouraged and counseled towns to disclose that information. There has been a recent legislative change to Section 1-210 of the Freedom of Information statutes.

Public Act 10-17, An Act Concerning Senior Centers and the Freedom of Information Act, excludes the disclosure of names, addresses, telephone numbers or e-mail addresses of anyone who is a member of, or enrolled in a program at a senior center that a public agency administers or sponsors. Accordingly, since the Town provides for a senior center both through funding and staff, the Town will no longer disclose participant information.

C: Mansfield Town Council
Kevin Grunwald
Cindy Dainton
Barbara Lavoie
Senior Center Association, Executive Committee



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Cherie Trahan, Director of Finance
Date: September 13, 2010
Re: Capital Improvement Projects – Equipment & Improvements Bonding

Subject Matter/Background

As you will recall, the FY 2010/11 Adopted Capital Improvement Budget recommends various equipment acquisitions and capital maintenance, town facilities improvements, and transportation facilities improvements to be funded by the issuance of bonds in the amount of \$263,000. In accordance with the Town Charter, initial approval by the Council was obtained on August 9, 2010 and subsequently a Town Meeting was scheduled for September 13, 2010 at 7:00 PM to authorize the issuance of bonds for these projects.

The equipment acquisitions and capital maintenance include the refurbishment and chassis changeover of two Ford F-350 trucks (\$30,000); the upgrade of hydraulic rescue equipment (\$18,000); and the acquisition of a pickup truck (\$45,000). The town facilities improvement projects consist of acquisition and installation of ventilation units for the locker room at the Community Center (\$20,000); and town park improvements including playground equipment, picnic areas, ball fields, trails and facility improvements (\$20,000). The transportation facilities improvements include road drainage capital maintenance (\$50,000); large bridges capital maintenance (\$20,000); and transportation and walkway improvements such as bus stops, walkways and bikeways (\$60,000).

Per instructions from bond counsel, the Town Council referred the town facilities and transportation improvement projects the Planning and Zoning Commission (PZC). At its meeting on September 7, 2010 the PZC approved these projects (see attached communication).

Should the issuance of bonds for these projects be approved by Town Meeting at Monday's meeting, the Council will need to reapprove the appropriations it authorized on August 9, 2010.

Legal Review

The Town's bond attorney has outlined the procedures and resolutions to be taken by the Council, the Planning and Zoning Commission, the Town Clerk and Town voters.

Recommendation

Should the issuance of bonds for these projects be approved by Town Meeting tonight, the following resolutions reapproving the appropriation of a total of \$263,000 for costs associated with the above projects and further authorizing the issuance of bonds would be in order:

Item 1.

RESOLUTION REAPPROVING THE APPROPRIATION OF \$93,000 FOR COSTS WITH RESPECT TO VARIOUS EQUIPMENT ACQUISITIONS AND CAPITAL MAINTENANCE, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

RESOLVED, in accordance with Sections 406 and 407 of the Town Charter, the Town Council hereby reapproves the resolution entitled "RESOLUTION APPROPRIATING \$93,000 FOR COSTS WITH RESPECT TO VARIOUS EQUIPMENT ACQUISITIONS AND CAPITAL MAINTENANCE, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION" as originally adopted by the Town Council at meeting held August 9, 2010 and approved by the voters of the Town at Special Town Meeting held September 13, 2010.

Item 1.

RESOLUTION REAPPROVING THE APPROPRIATION OF \$40,000 FOR COSTS WITH RESPECT TO VARIOUS TOWN FACILITIES IMPROVEMENTS, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

RESOLVED, in accordance with Sections 406 and 407 of the Town Charter, the Town Council hereby reapproves the resolution entitled "RESOLUTION APPROPRIATING \$40,000 FOR COSTS WITH RESPECT TO VARIOUS TOWN FACILITIES IMPROVEMENTS, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION" as originally adopted by the Town Council at meeting held August 9, 2010 and approved by the voters of the Town at Special Town Meeting held September 13, 2010.

Item 1.

RESOLUTION REAPPROVING THE APPROPRIATION OF \$130,000 FOR COSTS WITH RESPECT TO VARIOUS TRANSPORTATION FACILITIES IMPROVEMENTS, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

RESOLVED, in accordance with Sections 406 and 407 of the Town Charter, the Town Council hereby reapproves the resolution entitled "RESOLUTION

APPROPRIATING \$130,000 FOR COSTS WITH RESPECT TO VARIOUS TRANSPORTATION FACILITIES IMPROVEMENTS, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION" as originally adopted by the Town Council at meeting held August 9, 2010 and approved by the voters of the Town at Special Town Meeting held September 13, 2010.

Attachments

- 1) PZC re: 8-24 Referral; Capital Improvement Projects

**TOWN OF MANSFIELD
PLANNING AND ZONING COMMISSION**

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILL ROAD
STORRS, CT 06268
(860) 429-3330

To: Town Council
From: Planning and Zoning Commission
Date: Wednesday, September 08, 2010
Re: 8-24 Referral;
a. Open Space Acquisition Funding
b. Laurel Lane and Stone Mill Road Bridge Repairs
c. Town Facilities Projects
d. Transportation Improvement Projects



At a meeting held on 9/7/10, the Mansfield Planning and Zoning Commission unanimously adopted the following motions:

“RESOLVED, that the Planning and Zoning Commission of the Town of Mansfield approves the following projects pursuant to Section 8-24 of the General Statutes of Connecticut:

Acquisition by the Town of one or more parcels of land or interests therein for open space, municipal, or passive or active recreational uses, or any combination thereof, after referral of any such proposed acquisition to the Planning and Zoning Commission of the Town for review pursuant to Section 8-24 of the Connecticut General Statutes, Revision of 1958, as amended, and approval by the Town Council following a public hearing held on not less than five days’ published notice; and capital maintenance to facilities on any parcel of land currently owned by the Town or acquired by the Town pursuant to this resolution for such uses, or any combination thereof, as to be determined by the Town Council, after referral of any such work to the Planning and Zoning Commission of the Town for review pursuant to Section 8-24 of said Connecticut General Statutes;

provided that this resolution is for approval of conceptual plans only. Each project is subject to and shall comply with all applicable zoning, site plan, subdivision, inland wetland and other laws, regulations and permit approvals, and this resolution shall not be a determination that any such project is in compliance with any such applicable laws, regulations or permit approvals.”

“RESOLVED, that the Planning and Zoning Commission of the Town of Mansfield approves the following projects pursuant to Section 8-24 of the General Statutes of Connecticut:

Replacements to the Stone Mill Road and Laurel Lane bridges, and related work and improvements;

provided that this resolution is for approval of conceptual plans only. Each project is subject to and shall comply with all applicable zoning, site plan, subdivision, inland wetland and other laws, regulations and permit approvals, and this resolution shall not be a determination that any such project is in compliance with any such applicable laws, regulations or permit approvals.”

“RESOLVED, that the Planning and Zoning Commission of the Town of Mansfield approves the following projects pursuant to Section 8-24 of the General Statutes of Connecticut:

Various town facilities improvements including acquisition and installation of ventilation units for the locker room at the Community Center, and town park improvements including playground equipment, picnic areas, ball fields, trails and facility improvements as to be determined by the Town Manager,

provided that this resolution is for approval of conceptual plans only. Each project is subject to and shall comply with all applicable zoning, site plan, subdivision, inland wetland and other laws, regulations and permit approvals, and this resolution shall not be a determination that any such project is in compliance with any such applicable laws, regulations or permit approvals.”

“RESOLVED, that the Planning and Zoning Commission of the Town of Mansfield approves the following projects pursuant to Section 8-24 of the General Statutes of Connecticut:

Various transportation facilities improvements including road drainage capital maintenance, large bridges capital maintenance, and transportation and walkway improvements such as bus stops, walkways and bikeways, all as to be determined by the Town Manager;

provided that this resolution is for approval of conceptual plans only. Each project is subject to and shall comply with all applicable zoning, site plan, subdivision, inland wetland and other laws, regulations and permit approvals, and this resolution shall not be a determination that any such project is in compliance with any such applicable laws, regulations or permit approvals.”

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MattH*
CC: Maria Capriola, Assistant to Town Manager
Date: September 13, 2010
Re: Community-Campus Relations

Subject Matter/Background

At Monday's meeting, I plan to brief the Council regarding off-campus activity at the start of the fall 2010 semester. I have attached a communication from LT Conroy regarding this issue.

Attachments

- 1) F. Conroy re UConn – back to school



State of Connecticut



Connecticut State Police Troop C- Tolland

Commanding Officer
Lt. Francis Conroy
Executive Officer
M/Sgt. Charles York

To: Major Frank Griffin
From: Lt. Buddy Conroy
Date: 09/03/10
Subject: UCONN- back to school

Sir,

A review of UCONN back to school weekend.

Friday, 08/27/2010, Carriage House Apts.-

Estimated crowd of 1,500 – 2,000

Crowd was well behaved for the most part a couple of incidents of can/bottle throwing at CSP.
16 liquor violation tickets issued.

Carriage House Apts. did not have an onsite manager on duty. This made determining who lived in which apt problematic at the end of night when the “push” was being done. A lot of the apt renters did not have Carriage House IDs issued to them yet nor did they have parking stickers for their vehicles:

The fence was not erected as in past years. This created a problem of controlling access to the complex when the road was shut down for the push. Partygoers were able to gain access by going in behind the Apts along the wood line.

Saturday, 08/28/2010, Carriage House Apts.-

Estimated crowd of 5,000 – 6,000 (largest in recent years)

Crowd was well behaved for the most part a couple of incidents of can/bottle throwing at CSP
28 liquor violation tickets issued

1 criminal arrest for narcotics- UCONN student

Carriage House Apts. did not have an onsite manager on duty. This made determining who lived in which apt problematic at the end of night when the “push” was being done. A lot of the apt renters did not have Carriage House IDs issued to them yet nor did they have parking stickers for their vehicles.

The fence was not erected as in past years. This created a problem of controlling access to the complex when the road was shut down for the push. Partygoers were able to gain access by going in behind the Apts along the wood line.

Thursday, 09/2/10, Carriage House Apts.-

Estimated crowd of 2,000 – 3,000

Carriage House provided a night manager and put up the fence. They provided a tenant list as well as parking permits and most resident permits.

13 liquor violation tickets issued.

Two OPA Troopers on site.

The evening was very busy for a holiday weekend and it appeared as though the students did not go home. There were parking issues on Carriage House Rd which were addressed by the OPA Troopers. Simultaneously there was a medical issue (intoxicated student) which was also in the complex and handled by the OPA personnel (they ensured that the victim's airway was unobstructed until medics arrived). Throughout the evening there were three medical calls at the complex and two were transported to the hospital for treatment (intox). Numerous parking citations were issued and a tow truck was called to remove a vehicle partially blocking the roadway. Carriage House Dr was closed to vehicular traffic due to the heavy volume of pedestrian traffic. There was numerous alcohol violations observed however due to manpower issues we were unable to effectively address many of these violations There were only a handful of citations issued as personnel were tied up with other responsibilities.

It was decided, based upon the size and intoxication level of the crowd (reports of fights, vandalisms, noise complaints, etc), to have evening shift respond prior to breaking up the large gathering within the complex.

During "push" there was one individual later verified as an UCONN student/Carriage House resident who was standing on the roadway. He was asked to leave several times and refused stating that he lives here. He was arrested for BOP and interfering after he became aggressive and belligerent when attempts were made to escort him from the roadway.

The immediate area was successfully cleared by approx. 0130 hours. A presence was maintained on Hunting Lodge Rd and our areas of responsibilities in Mansfield (Sgt Peps) until approx. 0145 hours.

Carriage House management observed the apartments involved and explained that follow up action would be taken against the tenants for lease violations. All arrests will be referred to the UCONN off campus student services office for student code violations as well.

Friday, 09/03/10, Carriage House Apts-

Estimated crowd of 3,000

24 liquor violation tickets issued.

Carriage House Apts. did have an onsite manager on duty.

Large house parties building on Hunting Lodge RD.

Saturday, 09/04/10, Carriage House Apts.-

Estimated crowd of 6,000. (Largest non- Spring Weekend gathering I have seen in several years)

10 liquor violation tickets issued

Carriage House had two night managers on site.

Three (3) OPA Troopers on site.

Carriage House Dr was closed to vehicular traffic due to the heavy volume of pedestrian traffic

At approx 2330 hrs it was decided, based upon the size and intoxication level and behavior of the crowd (reports of fights) to have evening shift respond prior to breaking up the large gatherings within the complex. The "push" took almost 40 minutes to complete. The crowd was

confrontational and belligerent. They were reluctant to leave, follow verbal directives, and very slow to move. At one point during the "push" some students began to yell they were being assaulted by police in an attempt to excite the crowd.

A presence was maintained on Hunting Lodge Rd and our areas of responsibilities in Mansfield

Sunday, 09/05/10, Carriage House Apts.-

Estimated crowd of 2,000

No night managers

No OPA Tprs.

Mansfield Resident Tprs handle this gathering w/o incident.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Curt Vincente, Director of Parks and Recreation
Date: September 13, 2010
Re: Presentation: Parks and Recreation Update

Subject Matter/Background

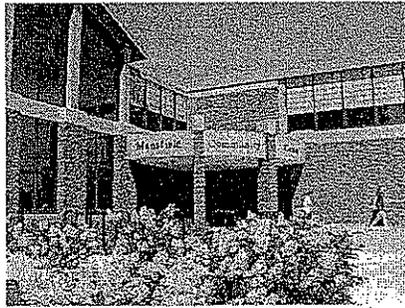
At Monday's meeting Curt Vincente, Director of Parks and Recreation, will provide an update on Parks and Recreation programs and membership recruitment and retention at the Mansfield Community Center. Jay O'Keefe, Assistant Director of Parks and Recreation, Amanda Barry, Member Services Coordinator, and Sherry Benoit, Administrative Services Manager, will also be on hand to answer any questions.

Attachments

- 1) Presentation: Parks and Recreation Update

**Mansfield Town Council
Parks & Recreation Dept. Update
September 13, 2010**

**Mansfield
Community
Center**



1

PRESENTATION OUTLINE

- Mission**
- Services**
- Program Highlights**
- Fee Waivers**
- Community Center Memberships and Attendance**
- Marketing Campaigns/Projects**
- Technology Updates**



2

**MANSFIELD PARKS &
RECREATION DEPARTMENT
MISSION**

Enhance the quality of life for the total community by providing a variety of leisure opportunities, promoting health and wellness, increasing cultural awareness, protecting natural resources, and developing the recreational needs and interests of area residents.



**MANSFIELD COMMUNITY
CENTER MISSION**

Provide area residents with a friendly and vibrant recreational facility, while promoting health and wellness, encouraging family activity, strengthening sense of community, and stimulating active living.



Some Opportunities Mansfield Parks & Recreation Provides....

5

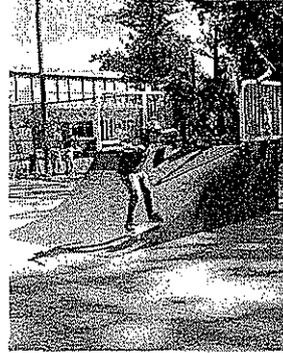
Education, play, lifetime skills and care for children...

- ◆ After School Friends
- ◆ Recreation Rescues and vacation camps
- ◆ Drop-in child care at the Community Center
- ◆ Summer Camps
- ◆ Pre-school and youth programs (art, drama, nature, science, fitness, social).
- ◆ Youth Sports

6

Safe areas for independent play and socialization for tweens & teens...

- ◆ Teen Center
- ◆ Community Center
- ◆ Skate Park



7

Opportunities for children and adults with disabilities...

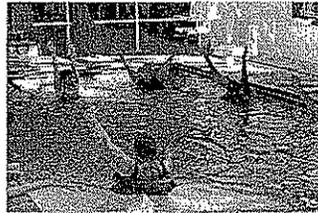
- ◆ Inclusive year around programming
- ◆ Camp Mansfield
- ◆ Weekend Social Club
- ◆ Respite for:
 - ◆ Parents
 - ◆ Grandparents
 - ◆ Guardians



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Opportunities for improving mental & physical health for all ages...

- ◆ Land and water fitness classes
- ◆ Creative fitness programs for children
- ◆ Mansfield Marlins:
Youth Recreational Swim Club
- ◆ Personal Training
- ◆ Open space, trails and parks
- ◆ Seminars
- ◆ Community gathering places (parks, events, Community Center)
- ◆ General programs



Opportunities to build family and community unity

- ◆ MCC Family Fun Night events
- ◆ Summer concert series
- ◆ Parks, trails and open spaces
- ◆ Community Center facilities
- ◆ Special events, fairs and festivals



PROGRAMMING HIGHLIGHTS

FY 2009-10

- Planned, implemented, supervised and evaluated programs for ages birth – seniors.
- 15,734 registered program participants in 2,302 programs
 - 64% General family, adult and youth programs, events
 - 23% Fitness Programs
 - 13% Aquatic Programs
- \$653,400 in program revenue generated OR approximately \$41 per participant
- 15 programs in conjunction with regional area Parks & Recreation Departments



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PROGRAMMING HIGHLIGHTS

FY 2009-10 (cont'd)

- 60 page program brochure produced and mailed to residents 4 times per year
- 75-100+ (29.23 FTE) part-time and/or seasonal programming staff, varies by season
- 298 players and 38 coaches participated in basketball and T-ball
- 1,099 participants in Camp Mansfield and specialty camps (drama, science, art and sports)
- 61 volunteers recruited, trained, supervised



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Summer 2010 Program Highlights

- Some new program offerings included:
 - ◆ One week Day Camp sessions (avg. 165 per session)
 - ◆ **Mansfield Mustangs** (youth community care giving group working with animals, trails and the environment.)
 - ◆ Survival Skills Camp.
 - ◆ Swim School
 - ◆ Junior Engineers
- 4 **FREE** summer concerts offered (supported in-part by local business sponsors).
- Sport, art, dance, science and other specialty camps exceeded **300** participants.
- **100+** employees during the summer season.



Fall 2010 Program Preview

- Pre-school Ages:
 - ◆ Nature Rangers
 - ◆ Creative Movement
 - ◆ Mini-Sports
 - ◆ Swim Lessons



Fall 2010 Program Preview

■ Elementary & Middle School Ages:

- ◆ Science Programs
- ◆ Lacrosse
- ◆ Fencing
- ◆ Teen Trips (laser tag, Six flags, Hartford Wolfpack)
- ◆ After School Friends
- ◆ Swim Lessons and Swim Club



Fall 2010 Program Preview

■ Adults and Senior Ages:

- ◆ Water based media
- ◆ Introduction to social media
- ◆ Beginner Horsemanship and riding
- ◆ Social Club for teens and adults with special needs
- ◆ Latin Dance
- ◆ Walktober: offering three hikes
- ◆ Land & water fitness classes



Fall 2010 Program Preview

■ Family Programs:

- ◆ Father-Daughter Overnight Backpacking Trip
- ◆ Five great day trips (Maker Faire in Queens, NY, Pumpkin Festival in Keene, NH, Radio City Christmas Spectacular/Macy's Parade/A Day in NYC)
- ◆ Halloween Party
- ◆ Family Fun Nights



TOWN OF MANSFIELD FEE WAIVER ORDINANCE

- ◆ 122 resident families currently qualifying for Parks & Recreation Dept. services through program or membership fee reduction
- ◆ 14 % of program participation by FW
- ◆ 6.5 % of resident memberships by FW
- ◆ FY 2009-10 Cost to Town for Fee Waivers - \$122,018



COMMUNITY CENTER MEMBERSHIP

(as of August 31, 2010)

1,992 Memberships

- ◆ 61% Mansfield Residents, 39% Non-residents

4,299 Members

- ◆ 65% Mansfield Residents, 35% Non-residents

- ◆ 46% Males, 54% Females

By Membership Type

- ◆ 47% Family

- ◆ 9% Adult/Child

- ◆ 44% Individual

By Duration

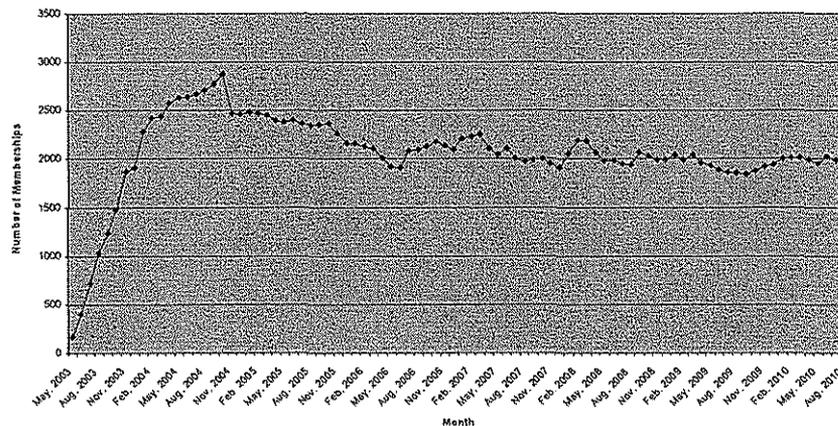
- ◆ 89% Full year, 11% 3-month

385 Teen Center Memberships

- ◆ 87% High School, 13% Middle School



Mansfield Community Center Membership Trends May 2003-Current Total Memberships



COMMUNITY CENTER ATTENDANCE

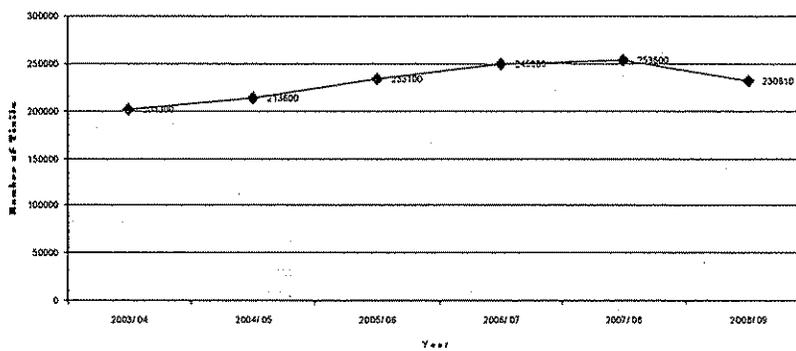
Year 6 - Nov. 1, 2008-Oct. 31, 2009

- 230,810
- Monthly average 19,234
- High month – January (23,883)
- Low month – August (11,770)
- Facility visits made up of
 - ◆ 74.14% member swipes
 - ◆ 10.03% non-member program visits
 - ◆ 3.44% daily admissions
 - ◆ 1.91% party rentals
 - ◆ 1.28% miscellaneous meetings
 - ◆ 9.22% other (child care, personal training, private swim lessons, drop-in programs, Mansfield Days, guest passes, special events)



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Mansfield Community Center
Yearly Attendance Comparison



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COMMUNITY CENTER COMMUNITY USE

Over 500 hours reserved yearly by town functions or groups providing some town service

\$22,300 estimated costs for town events (ie. KYTF, elections, employee health fairs, etc.

54% program participation by non-members

Teen Center use averages 15 daily

Sitting Room use free to public

Free Mansfield days monthly



MARKETING CAMPAIGNS/PROJECTS

Winter 2010-Spring 2010 Campaign

- ◆ Multi-Phased “We Want You Back” & “Join Us” direct mail campaign
 - ◆ Offered deep discounts to former members and those who have never had memberships
 - ◆ Residents received the deepest discount, followed by Ashford/Willington then non-residents



■ *Winter 2010-Spring 2010 Campaign*

(cont'd)

- 20,940 Mail Pieces Sent Out
- About \$9,500 spent on printing, inserting, addressing and postage
- **Almost \$40,000 in sales from campaign**
- 171 new or prior memberships, 390 members



■ *Summer 2010 Campaign*

- ◆ 50% off 3-Month Memberships during the month of June
- ◆ 149 memberships sold, 361 new members



June 2009/June 2010 Comparison

	June 2009	June 2010	+/-
Total # 3 Month Members	204	365	+161
Membership Fee Collected	\$9,567.50	\$12,365.00	+\$3,067.50
June Enrollment Fee Collected	\$1,280.00	\$3,465.00	+\$2,185.00
Total Collected	\$10,847.50	\$16,100.00	+\$5,252.50



■ Fall 2010 Campaign

- ◆ Offering FREE enrollment fee and 2-week trial
 - ◆ 5 town direct mailing (about 15,000 households)
- ◆ Student Membership Promotion
 - ◆ Ages 12 and up with valid student ID will be able to get a discounted rate of \$25/month for an individual membership
 - ◆ Will expire end of September



■ ***Fall 2010 Campaign (cont'd)***

- ◆ Upgrade Promotion for those who joined during the 3-Month membership promotion
 - ◆ If purchase an annual membership they will receive either
 - \$30 Child Care Punch Card
 - 5 Class Fitness Class Punch Card
 - 50% off 3-Session Personal Training Package



■ ***Fall 2010 Campaign (cont'd)***

- ◆ Filming TV Commercial for UCTV and for Mansfield & E.O. Smith TV stations
- ◆ Working on filming video virtual tour of the Community Center



TECHNOLOGY UPDATE

■ ***Facebook Page***

- ◆ Launched in April
- ◆ 255 current users
- ◆ Used to promote programs, activities, membership offers
- ◆ Links to Community Center Newsletters, surveys and website



■ ***Constant Contact***

- ◆ E-Newsletter Software
- ◆ Have over 4,500 active email readers
- ◆ No longer print hard copies of newsletters
- ◆ Used to publish seasonal newsletter, membership updates, registration reminders and starting to be used by individual programs (ex. Mansfield Marlin's Swim Club) to communicate with participants and parents
- ◆ Survey function also included – had over 400 responses to most recent online survey



■ *Website Updates*

- ◆ Working with the IT Department and Q-Send on the template for our new website
- ◆ More interactive and user friendly
- ◆ Fitness, Aquatics and Membership pages will launch first

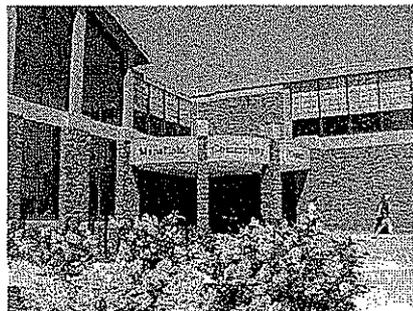


Mansfield Town Council

September 13, 2010

Parks & Recreation Dept. Update
Questions???

**Mansfield
Community
Center**



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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Curt Vincente, Director of Parks and Recreation; Cherie Trahan, Director of Finance
Date: September 13, 2010
Re: Mansfield Community Center Membership Fees

Subject Matter/Background

The Community Center will be entering its eighth year of operation this fall. Each year following the original adoption of fees for membership, the Town Council has approved a fee schedule upon recommendations from staff.

Last year, in addition to a zero percent increase in membership rates, two additional changes to the fee schedule were approved by the Council. These changes included an increase in the *enrollment fee* and a new *credit card convenience fee*. A brief summary of those changes is noted below:

- Enrollment Fee – The current enrollment fee of \$30 was approved by the Council last year. Existing members are excluded from this fee provided they renew. If an existing member does not renew, and then re-joins at a later time, the enrollment fee would apply. The enrollment fee is common in the fitness industry and provides additional incentives for members to renew annually. In the first year of enrollment fee implementation (November 1, 2008 through October 31, 2009), 728 enrollment fees at \$25 were processed, resulting in \$18,200 in revenue. It is worth noting that during that period, 896 new memberships were received; however, promotions offering no enrollment fee were held, which resulted in the recruitment of 168 new memberships. Through the first ten months of the current operational year (Nov. 1, 2009-Aug. 31, 2010), \$21,300 has been collected for 710 enrollment fees at \$30 apiece. Staff believes this change has had a positive affect on revenue and has created new options for marketing initiatives.
- Credit Card Convenience Fee – Last year the Council also approved a new credit card convenience fee of three percent. Although we were able to negotiate lower fees charged to us by the credit card processor, we continue to incur considerable fees in order to allow our customers the ability to pay by credit card. In prior budget years, expenditures for credit card processing have exceeded \$30,000. During the FY 2009/10 budget process, staff was negotiating with credit card processors in an attempt to reduce this expenditure. The expenditure

line item for credit card processing was then eliminated because, at the time, new regulations allowed for third party credit card processors to apply convenience fees and to handle credit card transactions as an outsourced service, thus reducing our expenditures completely. It turns out that with a third party processor transaction costs for the customer would be excessive, thus, we felt that continuing to handle this convenience fee internally was in the best interest of our customers. The credit card industry has changed in recent years and due to our high volume of credit card business (nearly \$930,000 last fiscal year), it was essential that we begin to pass the credit card convenience costs on to the customer. This practice is becoming more and more common in many business sectors. Connecticut law only allows for convenience fees to be charged for on-line purchases. Credit card convenience fees collected in FY 2009/10 totaled \$3,424.

Attached you will find a proposed fee schedule which represents a zero percent increase in current membership rates. As you know, after our initial rates were adopted in 2003, we had planned to increase rates incrementally each year to keep pace with inflation and typical expenditure increases rather than increase by a larger amount every two to five years. Under normal economic conditions, a nominal percentage increase of three to five percent could typically yield an additional \$13,500 to \$22,500 in revenue. However, due to the continued difficult economic climate in recent years, many people are making careful decisions about the use of their discretionary income for memberships and programs. As a result, staff anticipates that an increase in rates may erode the membership base, make it difficult to recruit new members and decrease participation in programs. This could negatively impact the overall financial health of the Recreation Fund and may negate any additional revenue generated through an increase in membership rates. We have looked at possible percentage increases, but have determined that the potential revenue would be minimal in comparison to potential negative fall-out from existing members. Increased revenue could instead be realized through slight growth in the over-all membership base, which is the current trend.

Although we do not recommend increases in membership rates for a third year, staff believes an **increase in the enrollment fee** is warranted and would result in positive revenue. An enrollment fee of \$25 was approved by the Council in 2008 and, as highlighted above, this fee was increased by \$5 last year to \$30. Staff is proposing to increase this enrollment fee by another \$5 to \$35 per new enrollment. This is a nominal increase for new members and has no impact on existing members who continue their memberships. The fitness industry typically charges anywhere from \$50 to \$100 for enrollment fees. Based upon the average new enrollments we have experienced minus any special promotions we occasionally offer, this additional \$5 per enrollment could yield an additional \$4,200 in revenue in the coming operational year. As stated above, through the first ten months of the current operational year (Nov. 1, 2009 - Aug. 31, 2010), we have collected \$21,300 in revenue from 710 enrollment fee charges.

If the recommended fees are approved, we intend to implement these new fees on November 1, 2010. As we have done in the past, in order to remain competitive locally, we will also offer incentives to attract new members from time-to-time as part of our marketing program.

The Recreation Advisory Committee reviewed staff's recommendations at their July 28, 2010 meeting. Although we lacked a quorum at this meeting, the committee members present unanimously endorsed staff's recommendations.

Financial Impact

The recommended increase in enrollment fees would positively affect membership revenue, with a projected increase of \$4,200 in additional revenue.

Recommendation

For the reasons enumerated above, staff recommends that the Town Council approve the proposed fee schedule. If the Council concurs with the recommendation, the following motion would be in order,

Move, to approve the Community Center Fee Recommendations for the operating year beginning November 1, 2010 and ending October 31, 2011, as presented by staff in its draft dated September 13, 2010.

Attachments

- 1) Community Center Fee Recommendations - Year eight
- 2) Community Center Party Rental Forms/Rate Sheets
- 3) Facility Comparison Information

MANSFIELD PARKS and RECREATION DEPARTMENT
Community Center Fee Recommendations
Year Eight - Effective November 1, 2010

Proposed 9/13/10

	# in category prior year on 9/1/09	# in category as of 9/1/10	CURRENT RATES	RECOMMENDED RATES
<u>FAMILY/HOUSEHOLD - Annual</u>				
Resident - Full-use	537	570	590.00	590.00
Resident - Off-Peak	42	35	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	79	87	650.00	650.00
Ashford/Wilmington - Off-peak	8	7	see note 6 below	see note 6 below
Non-Resident - Full-use	187	170	685.00	685.00
Non-Resident - Off-peak	6	7	see note 6 below	see note 6 below
(includes 2 people, each addl. person age 17 & under OR FT dependent student 24 & under with proof) additional F/H member age 18 & over, not dependent	1,911	1,958	30.00 50% off indiv. Rate	30.00 50% off indiv. Rate
<u>ADULT/CHILD HOUSEHOLD - Annual</u>				
Resident - Full-use	80	87	355.00	355.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	10	17	390.00	390.00
Ashford/Wilmington - Off-peak	1	1	see note 6 below	see note 6 below
Non-Resident - Full-use	42	37	420.00	420.00
Non-Resident - Off-peak	1	1	see note 6 below	see note 6 below
(includes 1 adult and 1 child under age 14, each add'l child under age 14)	211	214	30.00	30.00
<u>INDIVIDUAL - Annual</u>				
Resident - Full-use	336	383	330.00	330.00
Resident - Off-Peak	60	51	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	61	73	355.00	355.00
Ashford/Wilmington - Off-peak	12	8	see note 6 below	see note 6 below
Non-Resident - Full-use	233	220	390.00	390.00
Non-Resident - Off-peak	29	20	see note 6 below	see note 6 below

ANNUAL RATE NOTES:

- 1) Above rates are for annual fee paid in full
- 2) A 3% service charge is added for monthly payments
- 3) Rates may vary slightly from time to time for marketing promotions
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Full year commitment required. Refunds or Cancellations offered only in extenuating circumstances
- 6) Off-Peak rates will be maintained for existing members who continue, but is no longer available for new members (10/1/08)

MANSFIELD PARKS and RECREATION DEPARTMENT
Community Center Fee Recommendations
Year Eight - Effective November 1, 2010

Proposed 9/13/10

	# in category prior year on 9/1/09	# in category as of 9/1/10	CURRENT RATES	RECOMMENDED RATES
<u>FAMILY/HOUSEHOLD - 3 Month Option</u>				
Resident - Full-use	14	34	195.00	195.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	4	4	215.00	215.00
Ashford/Wilmington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	10	22	225.00	225.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
(includes 2 people, each addl. person age 17 & under OR FT dependent student 24 & under with proof) additional F/H member age 18 & over, not dependent	50	110	30.00 50% off indiv. Rate	30.00 50% off indiv. Rate
<u>ADULT/CHILD HOUSEHOLD - 3 Month Option</u>				
Resident - Full-use	4	8	120.00	120.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	5	2	130.00	130.00
Ashford/Wilmington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	0	9	140.00	140.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
(includes 1 adult and 1 child under age 14, each add'l child under age 14)	11	25	30.00	30.00
<u>INDIVIDUAL - 3 Month Option</u>				
Resident - Full-use	46	59	110.00	110.00
Resident - Off-Peak	1	1	see note 6 below	see note 6 below
Ashford/Wilmington - Full-use	13	20	120.00	120.00
Ashford/Wilmington - Off-peak	0	1	see note 6 below	see note 6 below
Non-Resident - Full-use	37	58	130.00	130.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
Total Memberships - all categories (as of 9/1/09)	1,858	1,992		
Total Members - all categories (as of 9/1/09)	4,041	4,299		

3 MONTH OPTION NOTES:

- 1) Above rates must be paid in full
- 2) Conversion to annual membership will be pro-rated only within the first month
- 3) No refunds or cancellations for any reason
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Rates may vary slightly from time to time for marketing promotions
- 6) Off-Peak rates will be maintained for existing members who continue, but will no longer be available for new members

MANSFIELD PARKS and RECREATION DEPARTMENT
Community Center Fee Recommendations
Year Eight - Effective November 1, 2010

Proposed 9/13/10

	<u>CURRENT RATES</u>	<u>RECOMMENDED RATES</u>
<u>DAILY ADMISSION</u>		
Resident - Infant/Toddler (under age 3)	1.00	1.00
Resident - Youth (ages 3-17)	5.00	5.00
Resident - Adult (ages 18-61)	9.00	9.00
Resident - Senior Citizens (ages 62+)	7.00	7.00
Ashford/Wilmington - Infant/Toddler (under age 3)	2.00	2.00
Ashford/Wilmington - Youth (ages 3-17)	6.00	6.00
Ashford/Wilmington - Adult (ages 18-61)	10.00	10.00
Ashford/Wilmington - Senior Citizens (ages 62+)	8.00	8.00
Non-Resident - Infant/Toddler (under age 3)	3.00	3.00
Non-Resident - Youth (ages 3-17)	7.00	7.00
Non-Resident - Adult (ages 18-61)	11.00	11.00
Non-Resident - Senior Citizens (ages 62+)	9.00	9.00
Discount Book of 10 visits	10 % discount	10 % discount
Guest Pass (with member)	res. rate above	res. rate above
<u>TEEN CENTER</u>	FREE	FREE
<u>MISCELLANEOUS</u>		
Insufficient Fund Fee	25.00	25.00
Freeze Fee (3 month)	20.00	20.00
Fitness Flex Program Package	225.00	225.00
Enrollment Fee	30.00	35.00
Credit Card Convenience Fee (online only)	3% per transaction	3% per transaction
<u>FACILITY RENTAL RATES</u>		
See attached party rental forms		
Safe Graduation - Out of Town Schools	18/person	18/person
Safe Graduation - E.O. Smith (50% discount)	9/person	9/person



Mansfield Community Center

PARTY PLANNING FORM

10 S. Eagleville Road, Storrs, CT 06268, (860) 429-3015

Please take the time to review the information below and return this form to the Mansfield Community Center *with payment in full* to reserve a room for your party. Parties **MUST** be reserved at *least two weeks in advance* for planning purposes. Please call 429-3015 for more information. *Please note that parties must include the Arts and Crafts Room or the Community Room.* Your reservation is not confirmed until we call you. Please pick a second choice in case your first choice is not available.

Name _____ Child's age _____ Child's Gender _____ # of party guests _____

Daytime Phone _____ Evening Phone _____ # of extra adults _____

Address _____

Street

City

ZIP

Community Room Times

Arts and Crafts Room Times

Fri., 7-9 p.m.	Sun., 12:30-2:30 p.m.
Sat., noon-2 p.m.	Sun., 4-6 p.m.
Sat., 4-6 p.m.	
Sat., 7:30-9:30 p.m.	

Fri., 7-9 p.m.	Sun., 11 a.m.-1 p.m.
Sat., noon-2 p.m.	Sun., 2:30-4:30 p.m.
Sat., 4-6 p.m.	Sun., 6-8 p.m.
Sat., 7:30-9:30 p.m.	

Room requested 1st choice _____ 2nd choice _____

Date requested _____ Alternate date _____

Time requested _____ Alternate time _____

Please check your choices and write the prices in the right column.

Mem. Non. Mem. Price

		Mem.	Non. Mem.	Price
Community Room (holds up to 50 people)	ROOM ONLY	\$75	\$150	
Community Room WITH kitchen (use of space in refrigerator/freezer, and/or stove)	ROOMS ONLY	\$90	\$180	
Arts and Crafts Room (holds up to 20 people)	ROOM ONLY	\$50	\$100	
Arts and Crafts Room WITH Teen Center (Available on Sat. noon-2pm and all times Sun.)	ROOMS ONLY	\$80	\$160	
SPLASH PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in the pool, 1 pool inflatable) Pool Time? _____ (\$15 for additional inflatable) Circle 1: snake star fruit slice saucer sea saw Therapy Pool may NOT be available.	Up to 10 people	\$40	\$60	
	11+ people	\$65	\$85	
FUN & GAMES PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in ½ the gym with MCC staff to run your child's favorite games, all gym equipment needed) Gym Time? _____		\$50	\$75	
SLIDE PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in ½ the gym with the 12 foot inflatable slide and MCC staff to supervise) Gym Time? _____		\$150	\$250	
INDOOR SPORTS PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in ½ the gym with MCC staff to organized and lead your child's favorite indoor sport) Circle 1: basketball, futsal (soccer), volleyball, kickball, flag football, other: _____ Gym Time? _____		\$50	\$75	
PRE-SCHOOL PARTY PACKAGE (Add on to your room selection) (1 hour of your 2 hour party time in ½ the gym with MCC staff to set up our tot toys. Appropriate for ages 5 and under.) Gym Time? _____		\$30	\$45	
Cheese Pizza/Soda or Juice (2-3 slices per person)	_____ people @	\$5	\$6	
Ice Cream Cake Name on Birthday Cake _____	_____ people @	\$3	\$4	
Ice Cream Flavor (Circle One) Vanilla Chocolate Both				
Refundable Security Deposit (returned after the party if no damage is done)(separate check)		\$25	\$25	
Total Party Package (Form will not be accepted and room will not be reserved until payment is made in full)				

Revised Oct., 2009

Credit Cards Accepted in person only

For Office Use Only

	Date	Initials
Received		



Mansfield Community Center

10 S. Eagleville Road, Storrs, CT 06268, (860) 429-3015

Facility Rental Request Form

Please complete and return this request form to the Mansfield Community Center *with a 50% deposit (refundable if canceled at least 2 weeks in advance of rental date)*. Facilities must be reserved at *least two weeks in advance* for scheduling purposes and are dependant upon seasonal availability. It is highly suggested that you contact staff at 429-3015 to discuss the dates and facilities you are considering before completing and return this form. Please see other side for additional facility rental information. Confirmation of your facility request will be provided by phone and a receipt of deposit will be issued. Reservation is not confirmed until your deposit is received and a receipt has been processed. Alternative date/time choices are highly encouraged.

Renter's Name _____ Agency Name _____

Phone Contact Information _____ Group Size: _____

Address _____

Street

City

ZIP

Rental Type

___ Family/Personal ___ Business ___ School ___ Other (list) _____

Date requested _____ Alternate date _____

Time requested _____ Alternate time _____

Please check your choices and write in prices in right column

**Prices are per facility hour*

Member Non-Member Fee

Community Room (holds up to 50 people)	\$30/hr	\$60/hr	
Community Room WITH serving kitchen (use of space in refrigerator/freezer, and/or stove)	\$45/hr	\$75/hr	
Arts and Crafts Room (holds up to 20 people)	\$20/hr	\$40/hr	
Teen Center	\$25/hr	\$50/hr	
Full Gymnasium (with standard equipment)	\$50/hr	\$100/hr	
½ Gym (with standard equipment)	\$25/hr	\$50/hr	
Main Pool	\$100/hr	\$200/hr	
Therapy Pool	\$50/hr	\$100/hr	
Dance/Aerobics Room	\$40/hr	\$80/hr	
SPECIAL BUSINESS PACKAGE OPTIONS (please inquire about options you may not see here) Typically, 7:00am - 4:00pm, Monday - Friday	Business Partnership Agency*	All other Businesses	
Lecture Room (seats 35 comfortably with tables, 50 with just chairs)	\$20/hr	\$40/hr	
Add on _____ audio-visual package	\$20/use	\$30/use	
_____ serving kitchen	\$30/hr	\$60/hr	
_____ coffee service	Free	\$10/10	
12' Inflatable Gym Slide (includes ½ gym)	\$100/hr	\$150/hr	
Full Gym	\$50/hr	\$80/hr	
½ Gym	\$25/hr	\$40/hr	
Pool Use	\$50/hr	\$80/hr	
Pool with basketball or volleyball	\$100/hr	\$150/hr	
Total			

Credit Card Information (required if faxing)

Number _____

Expiration Date _____

For Office Use Only

	Date	Initials
Received		

Mansfield Community Center
Facility Pricing Comparison (September 1, 2010)

Facility	Amenities	Enrollment Fee	Rates	Annual Amount
Cardio Express (Tolland and other locations)	Cardio Equipment, Strength Equipment, 5 Types of Drop-In Group Training Classes, Tanning	\$0/\$45** special rates \$100 regular rate	*\$0 down, \$20.00/mo (includes tanning). *\$45 down, \$10.00/mo (no tanning) reg. rate \$100 down, \$30.00/mo *All subject to \$20 annual processing fee.	\$280.00 \$195.00 \$500.00
Super Future Fitness (North Windham)	Cardio Equipment, Strength Equipment, 12 Types of Fitness Classes, Babysitting, Tanning	\$80 for 1 year \$150 for 2 years	1 year contract: \$80 down, \$30/mo 2 year contract: \$150 down, \$20/mo students receive 10% off above rates OR student 12 mo \$25 down, \$25/mo	\$420.00 \$315.00/year \$325.00
Curves (Storrs)	30-minute circuit training program	\$100** special rate \$200 regular rate	\$34.00/mo	\$540.00** \$608.00
Mansfield Community Center (Mansfield)	Cardio Equipment, Strength Equipment, Indoor Walking/Jogging Track, Lap Pool, Therapy Pool, Gymnasium, Child Care, Over 30	\$30 current \$35 proposed	Resident- \$28.33/mo Non-Resident- \$33.48/mo Ashford/Willington- \$30.47/mo	\$330.00 \$390.00 \$355.00

Individual Rate comparison only. Most other facilities do not have comparable Family Rates.

Mansfield Community Center
Facility Pricing Comparison (September 1, 2010)

	Types of Fitness Classes, Family Fun Nights & Activities, Teen-Center, Parent-Tot Open Gym, Community Room Drop-In Games and Ping Pong, Adult Futsal, Basketball and Volleyball,			
UConn Recreation Center	Cardio Equipment, Strength Equipment, Lap Pool, Indoor Track, Basketball, Volleyball & Badminton Courts, Racquetball, Climbing Center	None	Faculty/Staff - \$100/semester Alumni - \$135/semester Community Member - \$170/semester	\$300.00 \$405.00 \$510.00
Coventry Fitness	Cardio Equipment, Strength Equipment	\$49.95 for no commitment \$0* if join for 12 months	\$29.95/month	\$409.35 \$359.40

Individual Rate comparison only. Most other facilities do not have comparable Family Rates.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Cherie Trahan, Director of Finance
Date: September 13, 2010
Re: Mansfield/Windham Sewer Agreement

Subject Matter/Background

As Council is well aware, a dispute arose in 2007 over the amount Mansfield was to pay for the upgrade of the Windham wastewater treatment plant, which eventually led to a lengthy and costly arbitration between Mansfield and Windham. An interim ruling was issued by the arbitrator in July of 2009 that basically said Mansfield was not an equity partner in the Windham facility and was not entitled to the revenues Windham collected for the treatment of septage and grease at the plant. Rather than pursue additional arbitration proceedings to attempt to reduce Mansfield's contribution towards the extra costs of running the plant caused by the acceptance and treatment of septage and grease, the Town elected to negotiate a settlement with Windham over its present and future obligations to run and expand the plant. After many months of negotiations, we have finally produced an entirely new agreement between the two communities to set forth the obligations of each party in a clear and understandable manner (the 1972 agreement was unfortunately quite vague).

The key objectives of the proposed successor agreement are as follows:

- The agreement will replace the 1972 agreement and settle all disputes.
- Certain definitions are expanded to provide greater clarity.
- Windham will continue to treat Mansfield's wastewater collected from Mansfield's southerly sewer service area -- .5 MGD is reserved for Mansfield (this is more than double Mansfield's current flow rate and is the same amount as in the previous agreement).
- The agreement incorporates stronger language regarding Windham's ability to make changes to the plant and to inform Mansfield of such modifications.
- Windham will continue to accept septage from properties in Mansfield (Mansfield is required to have a designated septage disposal area or facility by CT state statutes).
- Windham will continue to own, maintain and control the Conantville interceptor sewer that runs through Mansfield.

- Mansfield will pay for its share of the operating costs of the plant and any routine plant upgrades by the ratio of its share of the flow into the plant (currently about 3.5 to 4%). The total flow to the plant is inflated (by formula) to account for the amount of septage and grease received and processed by the plant – such that Mansfield’s quarterly payments will be reduced by an amount that takes into account the septage and grease received and processed by the plant.
- Mansfield will pay Windham Mansfield’s share of the plant’s expansion by paying the flow percentage share of Windham’s debt payments incurred in financing the improvements, and will pay for non-debt improvements to the plant over a period of up to eight years.
- As in the previous agreement, when a higher degree of treatment is required, Mansfield will pay its capacity percentage (currently 9.1%) of these improvements rather than its current flow percentage.
- The plant can be expanded to accommodate Mansfield’s or Windham’s future needs, but the costs of that expansion will be borne by the requesting party.
- While AAA mediation was left in the agreement, AAA arbitration was removed.
- The audit and financial review sections were strengthened and reworded.
- Windham will maintain the southerly Mansfield sewer lines (that flow to the plant) on a contractual basis.
- The term of the agreement is set at five years, but it will be automatically renewed every five years following a complete review by the parties.
- The chair of the Mansfield WPCA or his/her delegate will be invited to the Windham WPCA meetings and be able to participate in the discussions as well as executive sessions.

Financial Impact

We project that Mansfield’s share of the improvements now underway at the plant will total approximately \$667,000. Mansfield’s contribution will be payable over the next 20 years at \$28,800 per year (Mansfield’s share of Windham’s debt payments) along with a \$126,000 non-debt payment due to Windham beginning in 2012 – which can be paid over eight years if necessary. These payments can be accommodated under the Town’s existing sewer user fee structure, with minor adjustments in future years for the increased costs of maintaining the sewer system.

Legal Review

In the arbitration proceeding, the Town was represented by the law firm of Day Pitney LLP. After the interim ruling, with the assistance of our Town Attorney staff began negotiating a new agreement with Windham. Town Attorney Dennis O’Brien has reviewed and endorsed the proposed successor agreement.

Recommendation

In order to resolve our existing dispute and to achieve the other objectives listed above, staff recommends that the Town Council, acting as the Mansfield Water Pollution Control Authority, authorize me as Town Manager to execute the proposed agreement.

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

Move, to authorize the Town Manager, Matthew W. Hart, to execute the proposed Sewer Agreement between the Town of Mansfield and the Town of Windham, which agreement shall commence on July 1, 2010 for an initial five-year term.

Attachments

- 1) Proposed new sewer agreement

AGREEMENT

This Agreement made and concluded on the _____ day of _____, 2010 by and between the Town of Mansfield, a municipal corporation organized and existing under the laws of the State of Connecticut, acting through its Town Council, which Council is acting herein as the Water Pollution Control Authority for the Town of Mansfield, hereinafter called "Mansfield"; and the Town of Windham, a municipal corporation organized under the laws of the State of Connecticut, acting through its Water Pollution Control Authority, duly authorized, hereinafter called "Windham", and both acting pursuant to Chapter 103 of the Connecticut General statutes, as amended.

WITNESSETH:

Whereas, Windham has constructed, owns and operates a sewerage system and a sewage treatment plant; and has constructed modifications and additions to said system and to said plant; and

Whereas, Mansfield desires to enter into a new agreement with Windham for sewage collection, sewage and septage treatment, and to share the costs thereof with Windham; and

Whereas, Windham agrees, under certain conditions, to receive sanitary sewage and industrial wastes from the Town at several locations, and agrees to treat said sanitary sewage and said industrial wastes at Windham's sewage treatment plant; and

Whereas, Windham also agrees to accept and treat septage at its sewage treatment plant; and,

Whereas, disputes have arisen between the parties concerning a 1972 Agreement (collectively, the "Disputes"), some of which Disputes resulted in certain legal proceedings, (collectively, the "Litigation"), captioned Town of Mansfield, acting through its Town Council, and the Council acting as the Water Pollution Control Authority f/k/a the Sewer Authority v. City of Windham f/k/a City of Willimantic, acting through its Water Pollution Control Authority f/k/a the Sewer Authority and Windham's Water Pollution Control Authority, Docket No. CV-09-4011437-S, Superior Court at Rockville, Town of Mansfield, acting through its Town Council, and the Council acting as the Water Pollution Control Authority f/k/a the Sewer Authority v. City of Windham f/k/a City of Willimantic, acting through its Water Pollution Control Authority f/k/a the Sewer Authority and Windham's Water Pollution Control Authority, Docket No. CV-09-5003731-S, Superior Court at Rockville, and American Arbitration Association action, captioned Town of Mansfield, acting through its Town Council, and the Council acting as the Water Pollution Control Authority f/k/a the Sewer Authority v. City of Windham. f/k/a City of Willimantic, acting through its Water Pollution Control Authority f/k/a the Sewer Authority and Windham's Water Pollution Control Authority, Case No. 12 181 Y 00265 08; and

Whereas, Mansfield and Windham desire to (i) settle and resolve the Disputes and Litigation and enter into a new agreement concerning Windham's acceptance of wastewater from users in Mansfield and (ii) have Windham maintain Mansfield's collection system on a contractual basis, as set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby each acknowledge, Mansfield and Windham hereby agree as follows:

SETTLEMENT OF LITIGATION

1. Having partially completed the Litigation, receiving an interim award in the Arbitration proceeding (Case No. 121 81Y 00265 08 issued on May 22, 2009), and after discussing and negotiating the foregoing, Mansfield and Windham have reached a settlement expressed in this New Agreement to resolve all issues and replace the previous 1972 Agreement, resolve all of the Disputes and Litigation and make the interim arbitration award final.
2. Within ten (10) days of the execution of this Agreement by Mansfield and Windham, Mansfield shall withdraw, with prejudice, all matters that comprise the Disputes and Litigation.
3. Within ten (10) days of the execution of this Agreement by Mansfield and Windham, Windham shall withdraw, with prejudice, all claims, including claims for legal fees or other costs, asserted in any matters that comprise the Disputes and Litigation.
4. By withdrawing all matters and claims as set forth in Paragraphs 3 and 4 above, Mansfield and Windham agree that the arbitrator in the arbitration proceeding shall enter an order converting the Interim Award issued on May 22, 2009 and the Second Interim Award issued on July 10, 2009 into a Final Award under American Arbitration Association Commercial Arbitration Rule R-43. The Order shall enter as soon as practicable after all matters and claims comprising the Dispute and Litigation have been withdrawn. Mansfield and Windham shall be bound by such Order and Final Award and hereby waive any and all rights they may have to reconsideration, judicial review or appeal of such Order and Final Award.
5. This agreement is contingent upon the parties' full performance of the above paragraphs (1. through 4.) above.

Article A. Definitions

Unless the context in which they are used herein clearly indicates otherwise, the following words shall be defined as indicated:

1. MGD: Millions of gallons per day.
2. Year: Fiscal year for Connecticut municipalities.
3. Quarterly Invoice: The bill or invoice prepared by Windham and sent to Mansfield at the close of each Billing Quarter for payment by Mansfield.
4. Available Funds: means an amount of immediately available dollars on deposit in a capital reserve account, operating fund or other town or WPCA fund which has been appropriated and approved for expenditure for the purpose applicable under this agreement, or for which the issuance of bonds, notes or other obligations of the have been duly and legally authorized and available to be issued without further approval to finance the purpose applicable under this agreement, and which the Town of Mansfield agrees to expend, or in the case of bonds, notes or other obligations, agrees to issue and expend the proceeds of, to meet its obligations under this agreement.

5. Billing Quarter: There are four Billing Quarters consisting of the following time periods: First Billing Quarter: July, August and September; Second Billing Quarter: October, November and December; Third Billing Quarter: January, February and March; Fourth Billing Quarter: April, May and June
6. Capacity Reserve Percentage: The Sewage Treatment Plant Capacity that is reserved to each of the parties, and is determined by a fraction, the numerator of which is the Capacity reserved to a party and the denominator of which is the total treatment plant capacity of 5.5. The sum of the capacities of all parties to this agreement is 100%. For example, the Town of Mansfield's Capacity Reserve Percentage is .5MGD/5.5MGD, or 9.1%. Windham's Capacity Reserve Percentage is 89.9%.
7. Plant Flow: A measure of the total flow of sewage, septage and grease to the Treatment Facility. This figure is expressed in million gallons and carried to 2 decimal places.
8. Actual Flow Percentage: A measure of the flow of sewage, septage and grease to the treatment plant, expressed as a percentage of total flow, and is determined by a fraction, the numerator of which is Mansfield Metered Flow, and the denominator of which is the total of sewage flow to the plant, as measured by the treatment plant final effluent flow meter for the same period of time.
9. Adjusted Plant Flow: The total of sewage flow to the plant for a period of one fiscal year adjusted by adding to it seven times the gallonage of septage and grease accepted and treated at the plant during the same fiscal year.
10. Adjusted Plant Flow Percentage: A measure of the flow of sewage to the treatment plant for a one year period, expressed as a percentage of Adjusted Plant Flow, and is determined by a fraction, the numerator of which is the flow of sewage for a year through all meters measuring Mansfield sewage flow, and the denominator of which is the Adjusted Plant Flow for the same one year period of time.
11. Mansfield Metered Flow: The measured flow for a given period of time from the Rt.195 Metering Station minus the measured flow from the Mansfield Ave. Metering Station
12. Increased Capacity Capital Cost: The cost of the planning, acquisition and construction of improvements the substantial purpose of which is to increase the capacity of the sewage treatment plant, and all improvements constructed simultaneously therewith. The costs include all direct costs, such as contractors, equipment, supplies, land acquisition, legal costs, including costs of litigation arising therefrom, and all indirect costs, including the cost of time expended by Town of Windham employees, including during normal business hours and the cost of employee benefits, arising from or provided in connection with the foregoing
13. Increased Capacity Operating Cost: The increase in the "per unit" cost of treatment incurred in operating the treatment plant as a result of an increase in plant capacity. For example, the per unit cost of treating the flow through the sewage treatment plant to comply with nitrogen discharge regulations in affect as of the date of this agreement would increase if the flow of wastewater to the plant were increased. This is because the allowable discharge is not a "per gallon" concentration but an aggregate measure that reduces the allowable nitrogen content on a per unit basis as the aggregate of units discharged increases.
14. Joint Facilities: Any part of a sewerage system or sewage treatment plant to be used jointly by the parties herein, regardless of the percentage of use by either party, excluding Non Joint Facilities.
15. Non Joint Facilities: Any part of the sewage system or sewage treatment plant not used jointly by the parties herein. At the present the Non Joint Facilities consist of the septage receiving station, grease receiving station, "Mansfield Lines" and "Windham Lines".
16. PPD: Pounds per day.
17. Septage: The mixed liquid and solid contents pumped from septic tanks and dry wells (cesspools) receiving domestic type sewage.

18. Secondary sewage treatment: A form of sewage treatment in which a large portion of organic material is stabilized and removed by the action of microorganisms.
19. Sanitary Sewage: The common waste waters and water carried wastes from human dwellings and from toilet and lavatory fixtures, kitchens, laundries and similar facilities of business and industrial buildings. Sanitary sewage shall not include storm waters from roofs, yards, streets or open spaces, water from land surfaces or brooks, clean waste or overflows from springs, wells or subsoil drainage, large volumes of clean water from air conditioners or other cooling or condensing facilities, clean water from hydraulically operated contrivances and those waste included within the definition of "industrial wastes".
20. Sewer: A pipe or conduit for carrying sewage.
21. Sanitary Sewer: A sewer which carries sewage and to which storm, surface and ground waters are not intentionally admitted.
22. Sewage Treatment Plant or Sewage Treatment Facility: Any arrangement of devices and structures used for treating sewage. Here and afterward referred to as Plant.
23. Industrial Wastes: The liquid wastes from industrial processes as distinct from sanitary sewage.
24. Person: Any individual, firm, company, association, society, corporation or group.
25. Operating costs: The costs for operation and maintenance of any joint facility, including but not limited to, costs of labor, materials, chemicals, power, fuel, equipment replacement, and cost of Windham officials normally involved in the operation and maintenance of the sewage plant and sewerage system based on the time which said officials spend on operation and maintenance of any joint facility.
26. Sewerage System: All facilities for collecting sewage to a point for treatment.
27. Conantville Interceptor: The sewer pipe which carries wastewater from both Windham and Mansfield and extends from the Mansfield Avenue metering station in Windham to the Route 195 metering station in Mansfield.
28. "Windham Lines" are the publicly owned sewer lines which only carry sewage from Windham.
29. "Mansfield Lines": A portion of the publicly owned sewer lines in Mansfield together with their appurtenant manholes and other related items or structures that exist or that may be installed that collect only sewage in Mansfield from Mansfield's southerly sewer service area as shown on a map submitted by Mansfield to the Department of Environmental Protection (Attached here as appendix B) and deliver it to Windham. The current Mansfield Lines, which are set forth on the plan sheets that are attached hereto as Appendix A, are:

- A. Route 195 interceptor (Puddin Lane to the Eastbrook Mall)
- B. Conantville Road lateral (Eastbrook Heights to the Conantville interceptor)
- C. Mansfield City Road lateral (Freedom Green to the Conantville interceptor)
- D. Meadowbrook Road lateral (Mansfield City Road to Circle Drive)
- E. Circle Drive lateral (Circle Drive loop)

Article B. Treatment of Wastewater

Windham agrees that Windham's existing sewage treatment plant is designed and expected to be capable of providing secondary sewage treatment for an average flow of 5.5 MGD of wastewater. Windham agrees to operate and maintain its plant consistent with acceptable wastewater treatment plant procedures. Windham agrees to receive and treat sanitary sewage, septage and industrial wastes from Mansfield at an average daily rate of up to 0.5 MGD.

Windham may reduce plant capacity at any time, provided .5 MGD capacity shall remain reserved to Mansfield.

The parties hereto agree and understand that the activated sludge process is utilized within the sewage treatment plant, and that primary and secondary treatment, chlorination and sludge disposal are used by Windham for treatment.

The Town of Windham shall notify the Town of Mansfield a minimum of 90 days prior to making any changes to the Plant or other joint facilities that may affect Mansfield's use of the plant or the allocation of costs therefore. Said changes shall be subject to the approval of the Town of Mansfield, whose action shall be required within 60 days of said notice and whose approval shall not be unreasonably withheld. Normal life cycle replacements to the treatment facility's existing tankage and equipment or in the event of an Article F (b) change to the treatment plant or other change as may be required by court or law, shall not require the approval of Mansfield. Changes to the treatment facility's septage and grease receiving facilities shall not require said notice or approval as they, by ruling of the Arbitrator in AAA case no. 12 181 Y 00265 08, are not considered to be joint facilities.

Article C. Collection of Wastewater

Mansfield agrees that the Conantville Interceptor shall be under the supervision and control of Windham, and Windham agrees to maintain, inspect and operate the Conantville Interceptor.

Direct connections to the Conantville Interceptor at any location shall require application to Mansfield for a permit. Upon receipt of such application, the Town shall forthwith notify Windham of the pendency of such application. The actual physical connection to the interceptor shall be made by the Windham Sewer Department in accordance with accepted engineering practices. The actual cost, including labor and materials, shall be billed to Mansfield.

The Town of Windham agrees to accept septage taken from properties within the Town of Mansfield and hauled to the Plant by properly permitted septage haulers. Windham agrees not to charge higher rates for processing septage, grease or other hauled materials originating in Mansfield than for the processing of such materials originating within Windham.

Mansfield and Windham agree to construct, operate and maintain their sewerage systems so as to exclude stormwater therefrom.

Article D. Current Plant Operating Cost Allocation and Payment

- (1) Based upon the capacity and configuration of the treatment plant in existence and expected to operate at the time of entering into this agreement, Mansfield agrees to pay to Windham a percentage of the annual operating cost of the sewage treatment plant, and a percentage of the annual operating cost of any part of the sewerage collection system, which also carries sewage from Mansfield.
 - a. In calculating all annual operating costs, the maintenance and operating costs of the portion of sewerage collection system used by both Windham and Mansfield shall be included as an eligible operating expense.
 - b. Increased Capacity Operating Costs due pursuant to Article F(a) herein, if any, shall be added to the amount due under Article D(1)(a) above.
 - c. Any share allocated to the Town of Mansfield as provided for in this article will be computed and billed at the end of each Billing Quarter. Annual Operating cost divided by Adjusted Plant Flow for the previous year will determine the annual cost per million gallons of sewage treatment. This amount will be used to determine the amount due to Windham from Mansfield in the current Billing Quarter. This figure (Annual cost per million gallons of sewage treatment) will be multiplied by Mansfield Metered Flow (In Million Gallons) multiplied by .87 (17% is the current total flow reduction for infiltration in the Conantville interceptor). The resulting amount will be billed to Mansfield and due and payable within 30 days of billing. Example: Annual Operating Cost \$2 Million Dollars; Plant Flow (Annual) 800 Million Gallons; Septage & Grease Flow (Annual) 8 Million Gallons: (8 Million gal. x 7 = 56 Million Gal. + 800 Million Gal. = Adjusted Plant Flow of 856 Million Gal.) \$2 Million Dollars / 856 Million Gal. = \$2,336 per Million Gal. (Annual Cost per Million Gal. of Sewage Treatment)

Article E. Payment of Construction Costs

Mansfield agrees to make payment to Windham for its share of all costs as provided herein according to the following schedule:

1. Construction Costs:
 - a. Article F(c) Modifications. Modifications to the plant as described in Article F(c), including the modifications currently under construction, shall be allocated between the parties as set forth in F(c).
 - i. Article F(c) modifications financed by debt. Mansfield shall pay for its share of the joint facility capital costs quarterly as determined by Windham's monthly repayment schedule for principal and interest due on any and all notes or loans associated with joint facility improvements. As an example, if Windham's principal and interest repayment obligation is \$1.2 M for the year and Mansfield's flow proportionate share is 5% for the quarter in question, Mansfield will pay 5% of \$300,000 for the quarter or \$15,000. For purposes of this section all debt service payable by Windham in a year will be divided into equal monthly payments and the amount to be paid by Mansfield for the applicable quarter shall be the sum of the amount of such equal monthly installments This computed amount will be included by Windham on Mansfield's quarterly usage invoice.

- ii. Article F(c) modifications not financed by debt. Mansfield shall pay for its share of joint facility capital costs which Windham did not issue debt to finance based on a hypothetical debt issuance of an 8 year debt payable in monthly installments of level principal and interest at an interest rate that the town of Windham would have incurred if it had issued such debt at tax exempt rate of interest incurred by the Town of Windham for general obligation bonds. Mansfield at any time may pre pay without penalty the entire principal amount due to Windham.
- b. Article F (b) Modifications. Modifications made to the sewage treatment facility as described in Article F(b) shall be allocated between the parties as set forth in F(b) and paid in the manner set forth in Article E(1)(a)(i) for modifications financed by debt, and Article E(1)(a)(ii) for modifications not financed by debt.

Article F. Plant Expansion

a. Windham agrees to construct, within a reasonable time, such additional treatment plant capacity as may be required at any time to treat any increase in waste flow from Mansfield. In such a case, a Mansfield wastewater flow greater than .5 MGD, or a total waste flow which exceeds the plant capacity of 5.5 MGD, shall require all Increased Capacity Capital Costs be paid for entirely by the party requesting the additional capacity. No such construction or planning for the increased capacity shall commence until 1) the parties have entered into a memorandum of understanding setting forth the expected Increased Capacity Capital Costs, and 2) Mansfield or Windham have secured funds to finance complete implementation of the additional treatment plant capacity.

b. In the event that Windham is required by any State or Federal agency to provide a higher degree or increased treatment in the future, or to otherwise modify the plant or the system the total cost of any such modification shall be apportioned between the parties based on their Capacity Reserve Percentage, provided, in the event that any such modifications occur after any additions to plant capacity as provided hereinabove, the cost of providing such higher degree of treatment or of such modifications shall be apportioned between the parties based upon the Capacity Reserve Percentage determined after giving effect to the construction of such additional or reduced capacity.

c. In the event Windham is required to renovate the treatment facility where process modifications or a higher degree of treatment is not required, the cost of such renovation shall be apportioned between the parties in accordance with the Actual Flow Percentage.

d. The Town of Windham has the sole authority without approval from Mansfield to use its' Capacity Reserve Percentage as determined by the Windham W.P.C.A.

e. In the event Plant Expansion is the result of the addition of a town or other party, the Town of Mansfield shall have no approval rights provided that Mansfield shall incur no increased cost from either Increased Capacity Capital Cost or Increased Capacity Operating Cost.

Article G. Ordinances

The character of the wastes to be delivered to the treatment plant by Mansfield shall meet the requirements of the present Rules and Regulations Relating to Windham Water Pollution Control Authority of the Town of Windham, Connecticut, a copy of which Ordinance is attached hereto for reference. The same may be amended by Windham from time to time with notice given to Mansfield.

Article H. Amendments to the Agreement

This Agreement may be amended at any time by the duly authorized obtaining written consent of both parties.

Article I. Disputes

The parties hereto agree that any dispute arising between Windham and Mansfield relating to the interpretation of this Agreement shall be submitted to the American Arbitration Association for mediation prior to any judicial action by either party.

Article J. Audit

Windham agrees to keep books and records of all expenditures and disbursements concerning any facility covered by this Agreement, in accordance with generally accepted accounting principals, and shall provide to Mansfield monthly summaries of revenues and expenses and shall also render Mansfield, at least annually, a financial statement setting forth a summary of such receipts and disbursements.

Windham also agrees that all of its books, records, accounts, statements, and any other memoranda concerning the construction, maintenance, and operation of any facility covered by this Agreement and the records of costs thereof, shall be subject to inspection and audit by Mansfield at all reasonable times.

Article K. Contract Maintenance of Mansfield Lines

Definitions:

1. Windham to Operate and Maintain the Mansfield Lines

On behalf of the Town of Mansfield, beginning on October 1, 2010 Windham shall operate and maintain the "Mansfield Lines" on a contractual basis. Such operation and maintenance shall be in accordance with all applicable Federal and State of Connecticut laws, rules, regulations or other similar requirements, and also shall be in accordance with generally accepted collection system practices including, but not limited to, bi-annual cleanings, periodic TV inspections, minor maintenance such as sealing leaky joints, repairing manhole structures, covers, risers and inverts and all other maintenance measures necessary to keep the Mansfield lines operating in good condition. Windham shall keep accurate records of all manpower, equipment, materials and contracted services used in operating and maintaining the Mansfield Lines and with the exception of the operation and maintenance of the Conantville interceptor, Windham will bill Mansfield for these services on a quarterly basis. Mansfield shall reimburse Windham for all such operation, materials and maintenance services upon receipt of Windham's invoice. Both parties agree to review said operation and maintenance activities annually, and Windham agrees to discuss any expensive or unusual maintenance work (work in excess of \$ 5,000) with Mansfield prior to performing it.

1. Mansfield shall grant permission to Windham, its contractors and agents to enter Mansfield town roads and sewer easement areas for the purposes of operating and maintaining the Mansfield Lines provided, however, that Windham first provides reasonable advance notice to Mansfield except in cases of emergency in which case Windham shall provide notice to Mansfield as soon as is reasonable under the circumstances. No permit, excavation or bonding fees shall apply, but Windham shall make any applicable repairs to any Mansfield facilities in accordance with Mansfield's public improvement specifications.
2. Charges to Mansfield for maintenance performed by Windham and/or outside contractors: Mansfield shall be charged for actual hours worked by Windham personnel on the "Mansfield Lines". The rate to be charged to Mansfield shall be equal to the hourly rate of pay received by the individuals assigned by Windham to perform this work. Mansfield shall also be charged by Windham for all costs of outside contractors hired by Windham to perform work on "Mansfield Lines". All Windham staff labor fees paid by Mansfield for "Mansfield Lines" maintenance shall be included with but segregated from the operating expenses of the sewer facilities when calculating Mansfield's annual cost to treat 1 Million Gallons of sewage. Similarly, Windham shall record and make available to Mansfield all man-hours and rates of pay for all hours worked on the "Windham Lines". Additionally this amount shall be deducted from the operating expenses of the sewer facilities when calculating Mansfield's annual cost to treat 1 Million Gallons of sewage for billing purposes.

Article L. Windham WPCA Meetings

Annually in July Windham shall provide advance notice to Mansfield of all Windham WPCA meetings. The WPCA shall hold its' meetings open to the public such that the Chairperson of the Mansfield WPCA or the Chairperson's delegate shall attend and participate in the discussions at the Windham WPCA meetings. Where to do so will not violate, in the opinion of Windham, the laws relating to open meetings and freedom of information, Windham will invite the said Chairperson or delegate to attend executive sessions.

Article M. Indemnification

To the greatest extent permitted by law, Mansfield and Windham each agree to indemnify and hold harmless the other, against whom a claim is asserted by virtue of involvement or relationship with it, from any and all claims, demands, actions, suits, controversies, damages, losses, expenses, and the like arising out of or relating to the other party's performance of this Agreement, which indemnification and hold harmless includes reasonable attorney's fees, court or mediation or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any of the foregoing.

Article N. Term

This Agreement shall commence on July 1, 2010 and have a 5 year term. However, the term of this Agreement shall be automatically extended for five years at each fifth anniversary, except that no later than 180 days prior to the end of each 5 year period, the parties hereto shall undertake a thorough and expeditious review of treatment facility operations and this Agreement, a process which may conclude in the renegotiation of this Agreement, or change or alteration of any of its provisions. Any such amendment, change or alteration shall be implemented at the beginning of the next five year term. Notwithstanding this automatic review and extension, this Agreement shall not be altered, changed or amended except for formal written amendment approved and duly executed by the parties hereto. The performance by any party of its respective obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by another party.

OTHER AGREEMENT PROVISIONS:

1. This Agreement is a full, final and complete settlement of the issues, Disputes and Litigation arising from the 1972 Agreement described hereinabove. It is effective as of July 1, 2010.
2. This Agreement sets forth the entire agreement between Mansfield and Windham on the subject matter contained herein. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of Mansfield and Windham.
3. This Agreement shall be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
4. Mansfield hereby represents that Matthew W. Hart is the Town Manager of the Town of Mansfield, and that he is duly authorized to execute this Agreement and that he is of sound capacity to enter this Agreement. Windham hereby represents that Rene Goss is the Chair of the Windham WPCA and Neal Beets is the Town Manager, and that together they are duly authorized to execute this Agreement and that they are of sound capacity to enter this Agreement.
5. This Agreement shall be construed to make each of its provisions enforceable. In the event that any provision hereof is deemed to be illegal or unenforceable, then the provisions shall be reformed so as to as closely as possible reflect the intent of the provision, but in such a manner so as to comply with applicable law, and such a determination shall not affect the validity or enforceability of the remaining provisions thereof, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereto executed this Amended Agreement.

Town of Mansfield

Town of Windham

Town of Windham W.P.C.A.

By: _____

By: _____

By: _____

Its: _____
Duly Authorized

Its: _____
Duly Authorized

By: _____
Duly Authorized

Print Name: _____

Print Name: _____

Print Name: _____

State of _____

State of _____

State of _____

County of _____

County of _____

State of _____

On this ____ day of _____, 2010, before me, _____, the undersigned officer, personally appeared _____, of the Town of Mansfield, known to me or satisfactorily proven to be the person described in the foregoing instrument, and who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand

Commissioner of the Superior Court
Notary Public My Commission Expires:

On this ____ day of _____, 2010, before me, _____, the undersigned officer, personally appeared _____, of the Town of Windham, known to me or satisfactorily proven to be the person described in the foregoing instrument, and who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand

Commissioner of the Superior Court
Notary Public My Commission Expires:



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Mark Kiefer, Supt of Public Works
Date: September 13, 2010
Re: Bid Waiver Requests – Salt Shed Foundation Walls

Subject Matter/Background

Earlier this summer, staff received proposals for constructing the Town's new salt shed from six different vendors. When the foundation prices are considered, the proposals range from \$160,000 to \$274,000. The alternatives include fabric structures on metal frames, high wooden domes and high-arch wooden gambrel structures - all to be built on 10 or 11-foot high concrete foundation walls.

Since mid-June the Town's Public Works staff has been investigating the various proposals and types of structures offered, checking references, visiting similar installations and designing alternate footings and foundation walls. Our investigation and analysis has determined that the 50 by 72-foot rectangular high-arch gambrel structure manufactured by Advanced Storage Technology, Inc. and proposed by Park Lane Construction will best meet the Town's needs. However, we have also determined that we can save approximately \$15,000 if we have the concrete foundation walls completed by a local concrete contractor and we purchase the reinforcing steel and concrete directly. (The building contractor's price for the foundation walls is \$100,000. The cost if we contract locally and buy direct will be closer to \$85,000.)

Accordingly, and because we are very tight on time in order to get the new structure in place for this winter, we are requesting bid waivers for the construction of the salt shed footings and foundation walls as follows:

<u>Vendor</u>	<u>Material/Service</u>	<u>Quote</u>	<u>Waiver Estimate</u>
Barker Steel, LLC	Reinforcing bars	\$20,180	\$21,000
Builder's Concrete	Concrete, delivered	\$20,088	\$22,000
Hop River Concrete, Inc.	Concrete construction	\$41,400	\$43,000

Hop River Concrete is the contractor that built the Separatist Road bikeway retaining wall and has done other work for the Town. A bid waiver for the building contractor is not required, as we received proposals for this work on June 28th.

Financial Impact

The Town budgeted funds for this project in the FY 2010/11 capital improvement and the bonding for this project was approved at a Town meeting. The overall budget for the salt shed is \$250,000, which we expect to stay within.

Recommendation

Council is respectfully requested to approve bid waivers for the construction of the salt shed foundation walls by adopting the following resolution:

Resolved, effective September 13, 2010, that pursuant to Section 76-1 of the Mansfield Town Code the Mansfield Town Council approves bid waivers for the construction of the Town's salt shed footings and foundation walls as follows: reinforcing steel – Barker Steel LLC in the amount of \$21,000; concrete – Builder's Concrete in the amount of \$22,000; concrete construction – Hop River Concrete, Inc. in the amount of \$43,000.

Attachments

1) Quotes from Hop River Concrete and Barker Steel (3 pages)

HOP RIVER

CONCRETE, INC.

231 ROUTE 6 COLUMBIA, CT 06237

Telephone (860) 228-8881 Fax (860) 228-6715

PROPOSAL

9/7/2010

SUBMITTED TO

Lon Hultgren

860 -429-3332

JOB NAME / LOCATION

Mansfield Salt Shed
Mansfield, CT.

We propose to provide **LABOR** required to **FORM, POUR & FINISH** the following:

- | | | | | | |
|---|--|---|---|---|--|
| <input type="checkbox"/> Underpinning | <input type="checkbox"/> Frost Walls | <input type="checkbox"/> Slab On Grade | <input type="checkbox"/> Steel Pan Steps | <input type="checkbox"/> Sidewalks | <input type="checkbox"/> Ramps |
| <input type="checkbox"/> Spread Footings | <input checked="" type="checkbox"/> Foundation Walls | <input type="checkbox"/> Slab on Deck | <input type="checkbox"/> Formed Stairs | <input type="checkbox"/> Mono-Curb | <input type="checkbox"/> Retaining Walls |
| <input checked="" type="checkbox"/> Wall Footings | <input type="checkbox"/> Piers / Pilasters | <input type="checkbox"/> Structural Slabs | <input type="checkbox"/> Rubbing concrete | <input type="checkbox"/> CIP Site Curbs | <input type="checkbox"/> Pads |
| <input type="checkbox"/> Grade Beams | <input type="checkbox"/> Elevator Base | <input type="checkbox"/> Slab Patching | <input type="checkbox"/> Handicap ramps | <input type="checkbox"/> Loading Docks | <input type="checkbox"/> |

Including insurance, supervision, forms, form ties, form oil and tie wire.

We will **INSTALL** the following, Furnished by others

- | | | | | |
|--|--|--|--|---|
| <input checked="" type="checkbox"/> Concrete | <input type="checkbox"/> Vapor Barrier | <input type="checkbox"/> Floor Hardener | <input checked="" type="checkbox"/> Grind Smooth joints & plug tie holes | <input type="checkbox"/> Grout Track |
| <input checked="" type="checkbox"/> Rebar | <input type="checkbox"/> Dovetails | <input type="checkbox"/> Rigid Insulation | <input checked="" type="checkbox"/> Install epoxy Dowels | <input type="checkbox"/> Angle Iron Inserts
(provided by others) |
| <input type="checkbox"/> Wire Mesh | <input type="checkbox"/> Expansion Joint Mtl. | <input type="checkbox"/> Water stop | <input checked="" type="checkbox"/> install joint sealant | |
| <input type="checkbox"/> Anchor Bolts (provided By Others) | <input checked="" type="checkbox"/> Spray-on Cure Seal | <input checked="" type="checkbox"/> Install Control Joints | | |

Proposal also includes: Concrete Pumping: 2 days Crane Service: 0 Days Taxes
 Site Dewatering Hot / Cold Weather Concreting Prevailing Wage Rates

LUMP SUM --- LABOR ONLY

\$41,400.00

Foundations- Labor, Forming materials, chamfer, grind seams, plug tie holes and provide 2 concrete pumps for walls

\$ 40, 588.00

Estimated Material Costs - Rebar & dowels - \$ 20,500.00

3000 psi - \$ 90.00 / cy (100 cy) - \$ 9,000.00

4500 psi - \$ 99.00 /cy (112 cy) - \$ 11,088.00

Qualifications: Above material estimates do not include any taxes or any Profit and overhead markup

Exclusions: backfill, excavation, compaction, shoring, piles, testing, reporting, protection of existing, design, engineering or stamped drawings, hot or cold weather concrete or additives, winter protection, washout or cleanout station and the treatment of water as a result of cleanout, colored or stamped concrete, caulking, sealing, repairs to existing curbs, crack repair or epoxy injection systems

SIGNATURE

Peter Jacques

All work to be performed in a workmanlike manner according to standard practices. All materials to be as specified. Any deviation from above scope will be executed only upon written order, and will become an extra charge over and above the Proposal.



30 Talbot Lane
S. Windsor, CT 06074 Tel (860)282-1860 Fax (860)282-1892

Date: September 3, 2010

Estimate No: SW100933

Bid Date: 09/03/2010

TO: HOP RIVER CONCRETE, INC.
231 ROUTE 6
COLUMBIA, CT 06237.

Project: Mansfield Salt Shed
Location: Mansfield, CT

Architect :

Barker Steel LLC. (herein called the Seller) proposes, subject to the terms and conditions of sale set forth below and on the reverse side hereof, and/or any attachments hereto, to furnish the following described materials required for the above project. Unless otherwise described herein, all materials shall be furnished in accordance with the manual of Standard practice of the Concrete Reinforcing Steel Institute ("CRSI").

Deformed REINFORCING BARS – new billet steel per ASTM A615 Grade 60 latest revision, cut to length, bent, bundled, tagged and delivered including placing drawings as per BELOW:

Base Bid Lump Sum:

Bid Item	Description	Approx Qty.	Lump Sum Amount
Base	Uncoated & Epoxy Ctd. Rebar	17.9 Tons	\$20,180.00

(The above prices Exclude tax)

Price Adjustment: On shipments: Effective 12/01/2010 and each 3 months thereafter all Rebar will be increased by \$2.50/cwt cumulatively.

In addition to the above price adjustment, the seller's price shall be adjusted to include any increases in FOB mill price of reinforcing steel including fuel surcharges incurred beyond date of proposal that result in cumulative increases exceeding \$50.00 /ton in any 3 month period. Documentation of such increase will be provided by the seller.

The price adjustment provided for in this contract is independent of any provision in any State or Federal DOT program for steel escalation. This proposal and any contract formed as a result of this proposal is not subject to any upward or downward price adjustment provided for by any State or Federal DOT provision for steel escalation.

Freight: A charge of \$175.00 per load will apply after the first 3 loads.

"Trailers will not be dropped at jobsite unless previously agreed to by buyer and seller at point of sale."

Barker Steel LLC reserves the right to add a fuel surcharge during the length of the contract due to rises in fuel costs.

Conditions: Prices firm for acceptance within 30 days of proposal date after which time the, proposal is void., Subject to Mutually Agreeable Detailing and Delivery Schedule, Deliveries: 2 hours waiting time with buyer to unload, Additional detention time @ \$75.00 per hour, No retainage, Payment 1/2 10 net 30, Contract subject to approval of credit manager, G.C. to unload. CHANGES TO PREVIOUSLY COMPLETED PLACING DRAWINGS DUE TO ARCHITECT, ENGINEER, OWNER, OR CUSTOMER REVISIONS WILL BE INVOICED AT \$100 PER HOUR.

Prices subject to change without notice; otherwise the price will be seller's current price at the time of this quotation is accepted.

Scope: Uncoated & Epoxy Ctd. Rebar for a 50'x72' salt shed.

Barker Steel also supplies:
BUILDING PRODUCTS • POST-TENSIONING • FORMING/SHORING • COBIAX
Go to www.barker.com for more information.



30 Talbot Lane
S. Windsor, CT 06074 Tel (860)282-1860 Fax (860)282-1892

Date: September 3, 2010

Estimate No: SW100933
Bid Date: 09/03/2010

Include:

Uncoated & Epoxy Ctd. Reinforcing Bars.

Exclude: Placing drawings prepared by PE, Fiber mesh, Field labor, Mylars, Placing drawings stamped by PE, Placing drawings prepared by PE, Fiber mesh, Sitework, Precast items, Smooth bars, #2 (1/4") Rebar/Smooth Rods, Construction joint dowels, Added bars at opening not shown on plans, Tie wire, Bar Supports for Vertical surfaces and bottom steel or mesh in slabs on grade, Spirals, Mechanical splicers, Threaded bars/couplers, Anchor bolts, Galvanized bars, Housekeeping or equipment pads, Reinforcing bar for masonry, Epoxy coating of bars after fabrication, Stainless steel bars, A706 weldable rebar, Tie rods, Post Tension Cables, Accessories for Post Tension, Support bars for Post Tension, Backup bars(behind anchors), Sales tax, All changes in the work due to addendum not noted, Any items not specifically mentioned in the drawings.

Drawings: Sketches

Please note the terms and conditions as outlined on attachments hereto. Terms of Payments – 1/2 10 net 30 days. No retainage. BARKER STEEL LLC reserves the right to cease shipments without any charges for delay of project, if payment of outstanding invoices is beyond 45 days. For unit price proposals, weights shown are for information only and are not to be used at a lump sum price.

Shipments: F.O.B. Truck Tailboard, Job Site. The above quantities are not to be considered exact or guaranteed. We reserve the right to decline at any time to make further shipments except on receipt of satisfactory security.

ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE EXACT TERMS CONTAINED HEREIN. No modification of the terms set forth herein and on the attachments hereto, and no additional terms, shall be binding on BARKER STEEL LLC. unless expressed in writing signed by BARKER STEEL LLC.

Should you desire to enter into a contract with us on the terms and conditions set forth above and on any attachments hereto, please indicate your acceptance of this proposal by signing and returning to us promptly the original and one copy of this proposal. It is understood and agreed that this proposal shall not become a binding contract until it has been countersigned by BARKER STEEL LLC. at its executive offices in Massachusetts to show its approval, at which time this proposal shall become a binding contractual agreement governed by the laws of the Commonwealth of Massachusetts. Upon such approval by Barker Steel company, Inc. a duly executed counterpart will be returned to you.

ANY ATTACHMENTS HERETO, CONTAIN IMPORTANT TERMS AND CONDITIONS THAT ARE PART OF THE PROPOSAL AND OF ANY CONTRACT RESULTING THEREFROM. PLEASE READ ANY ATTACHMENTS HERETO.

The above Proposal is accepted

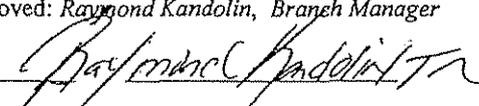
COMPANY: HOP RIVER CONCRETE, INC.

BY: _____

Date: _____

BY: BARKER STEEL LLC., SELLER

Approved: *Raymond Kandolin, Branch Manager*

BY: 

Date: 9/3/2010

**PAGE
BREAK**



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Mark Kiefer, Supt of Public Works
Date: September 13, 2010
Re: Successor Collective Bargaining Agreement for Public Works

Subject Matter/Background

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

Highlights of the proposed agreement are as follows:

- The duration of the proposed agreement is three years (July 1, 2010 – June 30, 2013).
- Split 1.5%/1.5% wage increase for Years 1 & 2 of the contract, wage re-opener for Year 3 of the contract.
- Health insurance plan design changes go into effect January 1, 2011 which will coincide with some changes necessitated by the recent federal health care legislation.
 - Employee share of premium increases to 12.5% on January 1, 2011, 13% on July 1, 2011, and 14% on July 1, 2012. Employee share of the premium will be the same for both insurance plans.
- Layoff callback provisions reduced from 24 months to 18 months.
- Worker's compensation wage supplement reduced from 6 months to 4 months.
- Re-opener to discuss pension options.
- New article on outside employment and conflict of interest.
- New non-discrimination clause.
- Broadened scope of definition for "family" and "partner" for the purposes of bereavement leave.

Financial Impact

The Public Works union represents approximately 18% of total town salaries. By utilizing the split wage approach (1.5% on July 1 and 1.5% on January 1 in Years 1 and 2) the Town will be able to realize some short-term savings. The estimated cost of the wage increase in Year 1 will be \$16,000 and in Year 2 \$16,500 (plus the new base from

Year 1 as of June 30, 2011). Several factors have lowered some benefit costs such as: negotiating lower insurance premiums for life, long and short-term disability insurances; implementing new health insurance plan designs on 1/1/11; and increasing employee shares of health insurance premiums. Other factors have contributed to increased costs such as the mandated increased contribution to MERS (pension). There are sufficient funds in contingency to cover the cost of the wage increase for Year 1 of the contract. For more detailed estimates please refer to the attachment.

Recommendation

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

Move, effective September 13, 2010, to authorize the Town Manager to execute the proposed successor Collective Bargaining Agreement between the Town of Mansfield and Local 2001, CSEA – Public Works, which agreement shall enter into effect on July 1, 2010 and expire on June 30, 2013.

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

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

Attachments

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

Town of Mansfield
Public Works Union - Salary and Benefits Estimates

Fiscal Year	Est. Salaries *	FICA	Medicare	MERS	Longevity	Clothing Allowance	Life Ins.	STD	LTD	Health Ins. (Town Share)	Total	% Change
FY 2009/2010	1,055,282	65,427	15,302	79,146	11,981	--	4,366	7,495	9,742	227,040	1,475,781	
Year 1 - FY 2010/2011	1,074,122	66,596	15,575	102,042	11,981	6,450	4,055	6,922	7,228	217,982	1,512,951	2.5%
Year 2 - FY 2011/2012	1,106,346	68,593	16,042	105,103	11,981	6,450	4,177	7,130	7,445	223,141	1,556,408	2.8%
Year 3 - FY 2012/2013*	<u>1,106,346</u>	<u>68,593</u>	<u>16,042</u>	<u>105,103</u>	<u>11,981</u>	<u>6,450</u>	<u>4,177</u>	<u>7,130</u>	<u>7,445</u>	<u>233,811</u>	<u>1,567,077</u>	0.7%
Years 1-3 of Contract - Total	3,286,814	203,782	47,659	312,247	35,943	19,350	12,409	21,181	22,117	674,933	4,636,436	

Assumptions/Notes:

*FY 2012/2013 numbers are place holders as there will be a wage re-opener.

For state mandate, MERS increased appx. 2% for Year 1 of contract.

Longevity includes applicable taxes, amounts may vary slightly based upon employee anniversary dates/rentention.

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

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

Health insurance in Year 1 reflects 2 different plan designs as plan design changes go into effect 1/1/11.

Health insurance in Years 2 and 3 assume 6% increase annually (based on historical trend data).

Clothing allowance was not awarded in FY 09/10 as part of concessions made by bargaining unit.

Costs include solid waste fund employees

Green font represents revised or new language

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF MANSFIELD

AND

LOCAL 2001, CSEA, SEIU – Public Works Employees

July 1, 2010 – June 30, 2013

2010-2013

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

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Appendix A Positions, FLSA Status & Salary Range Detail
Appendix B Pay Grade Detail
Appendix C Health Insurance Plan Design Summary

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

**Article I
RECOGNITION**

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

**Article II
UNION SECURITY**

- 2.1** As a condition of employment, all regular employees in the bargaining unit shall become and remain members of the Union in good standing within thirty (30) days of hire, or, if the employee chooses not to become a member of the Union, then the employee shall pay a service fee.
- 2.2** As a condition of continued employment, each employee shall either be a Union member to the extent of paying monthly dues to Local 2001, CSEA, Inc. uniformly required of all members, or pay to the Union an agency service fee. The agency service fee shall be that proportion of Union dues which is expended for the purposes of collective bargaining, contract administration and grievance processing.
- 2.3** The Town agrees to deduct from the wages of all employees who are members of the Union under this Agreement the monthly dues, service fees, and initiation fees and submit same to the Financial Secretary-Treasurer of the Local no later than the fifteenth of each month. Prior to such deduction, the Union agrees to submit to the Town a written authorization card duly signed by each individual member authorizing this deduction. This authorization card shall be in accordance with the requirements of applicable law.

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

Article III
UNION BUSINESS

- 3.1 Special leave of absence with pay will be granted under the following conditions to authorized Union representatives for attendance at conferences, institutes or seminars sponsored or endorsed by the Union.

- A. Written request for such leave shall be submitted by the Union to the department head at least ten (10) calendar days prior to the first day of such requested leave.
- B. Not more than an aggregate total of five (5) days of leave from scheduled duty shall be granted annually with pay under this section.
- C. The department head may deny a request for paid leave submitted under this section, if, in his/her opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a period longer than one (1) day, the department head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.
- D. After the submission of a request for leave under this section, the department head shall grant or deny the request in writing to the Union within three (3) calendar days. In granting any such request, s/he may require that the employee, upon return to duty, furnish evidence of attendance at the conference, institute or seminar for which the leave was granted.

- 3.2 A. One Union steward in the Public Works Department shall be allowed a reasonable amount of paid working time to perform labor- management business, including but not limited to the investigation and presentation of grievances, communicating with

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

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

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

3.4 The Town will provide each employee with a copy of this Agreement within thirty (30) days after its signing. New employees will be given a copy of this Agreement at the time of hire.

Article IV
RIGHTS OF THE TOWN OF MANSFIELD

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

Article V
THE SUPERINTENDENT

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

Article VI
OUTSIDE EMPLOYEES AND PART-TIMERS

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

Article VII
SENIORITY AND LAYOFFS

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

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

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

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

Article VIII HOLIDAYS

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

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

8.2 To be eligible, an employee must work the regularly scheduled day before and day after the holiday, unless excused because of illness or other reason acceptable to the Town.

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

8.4 All work performed by bargaining unit employees on New Year's Day (January 1), Christmas Day (December 25) and Thanksgiving Day (fourth Thursday in November) shall be paid for at twice (double time) the employees rate of pay. Such pay shall be in addition to the holiday pay to which those employees are entitled.

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

Group I - Days Open

Veterans' Day

Group II - Days Closed

New Year's Day

July Fourth

Christmas

Group III - Always on Monday

Martin Luther King's Birthday

President's Day

Memorial Day

Labor Day

Columbus Day

Group IV

Good Friday

Thanksgiving

Friday after Thanksgiving

Floating Holiday

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

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

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

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

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

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

Article IX
SICK LEAVE

- 9.1 The department head may allow sick leave for the following purposes.
- A. Personal illness, physical incapacity or non-compensable bodily injury or disease.
 - B. Enforced quarantines in accordance with public health regulations.
 - C. To meet medical or dental appointments in excess of two (2) hours duration when an employee has made reasonable efforts to secure appointments outside normal working hours, provided the department head is notified at least one (1) day in advance of the day on which the absence occurs.
 - D. Illness or physical incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three (3) days per year except as otherwise stated in the Town's FMLA policy.
- 9.2 All employees will earn and accrue ten (10) hours of sick leave per month, not to exceed a maximum accrual of 240 hours, to be used as payment of wages for time lost due to personal illness or injury for one of the reasons set forth in 9.1 above.
- 9.3 A department head may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required. The Town may investigate any absence for which sick leave is requested.
- 9.4 On the first day of absence from work due to illness, the employee shall report his/her illness to the supervisor no later than one (1) hour after the beginning of the scheduled work assignment, except that where a relief employee is required, such report must be made at least one (1) hour prior to the beginning of the scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who

cannot comply with provisions of this section due to extenuating circumstances.

9.5 Deleted (RHS language no longer applicable).

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

A. Short-term Disability. The short-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$1,650 per week. The Town shall supplement the benefit to 100 percent of weekly net pay. Short-term absences are covered for up to eleven (11) weeks prior to commencement of long-term benefits.

B. Long-term Disability. The long-term disability policy is intended to cover most non-occupational illnesses or injuries following an elimination period as determined in the plan documents. The benefit following the elimination period shall be 66 2/3 percent of weekly base pay to a maximum of \$7,500 per month. Employees may utilize any form of accrued leave other than sick leave to supplement their long-term disability benefit; employees may utilize earned leave other than sick leave to get as close as possible to 100% of full net pay while on long-term disability leave. Employees receiving long-term disability benefits will not be eligible to earn any form of accrued leave during the long-term disability absence. The duration of coverage shall be determined by the insurance carrier in accordance with the plan document.

Article X

FAMILY AND MEDICAL LEAVE

10.1 An employee who has completed at least one year's service and has worked at least 1250 hours during that year shall be eligible for leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 as may be amended from time to time and in accordance with the Town's FMLA policy. An employee shall be required to

use all paid leave concurrently with unpaid FMLA leave. The Town shall utilize the rolling method when calculating a 12 month FMLA period. Requests for and inquiries concerning family and medical leave shall be submitted to the Town Manager's office.

Article XI
PERSONAL LEAVE

11.1 All employees covered by this Agreement and who have completed their probationary period may request, and the director of Public Works may grant, up to a maximum of three (3) personal leave days per year with pay for the purpose of:

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

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

Article XII
BEREAVEMENT LEAVE

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

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

Article XIII
VACATIONS

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

<u>Length of Continuous Service</u>	<u>Vacation Leave Accrual</u>	<u>Maximum Accrual on Nov. 1st</u>
Six months 40 hr work week employees	6.67 hrs/month ≈ 5 days	40 hours ≈ 5 days
1 year up to but not including 5 years 40 hr work week employees	6.67 hrs/month ≈ 10 days/yr	160 hours ≈ 20 days
5 years up to but not including 10 years 40 hr work week employees	10 hrs/month ≈ 15 days/yr	200 hours ≈ 25 days
10 years up to but not including 20 years 40 hr work week employees	13.34 hrs/month ≈ 20 days/yr	240 hours ≈ 30 days
20 years and over 40 hr work week employees	16.67 hrs/month ≈ 25 days/yr	280 hours ≈ 35 days

- A. Vacation leave earned in any month of service may be used in any subsequent month.
- B. Employees with approved leaves of absence of ninety (90) calendar days or less shall continue to accrue vacation leave as defined in 13.1.
- C. Employees with approved leaves of absence in excess of ninety (90) calendar days shall cease to accrue vacation leave until they return to duty.

13.2 Employees shall be entitled to select their vacation periods subject to the approval of the Director of Public Works or his/her designee, with consideration given first to those employees with the longest seniority.

13.3 Employees may not take vacation leave of less than one-hour intervals.

- 13.4** Eligible employees may accumulate from year to year a maximum of ten (10) earned vacation days in addition to his/her yearly earned vacation leave as defined in the table in 13.1. Any employee with a balance of vacation leave in excess of the maximum accrual amount on November 1st of each year shall forfeit said excess accrual amount. Employees seeking to make a vacation carryover request must do so in writing, have the request signed by their department head and then forward the request to Human Resources no later than October 15th for review and consideration. Vacation carryovers will only be granted for extenuating circumstances that prevented an employee from being able to use their leave during the past year.
- 13.5** Unless an employee is eligible for and chooses to take separation leave pursuant to section 14.1 of this agreement, upon separation he/she will be paid for any vacation balance accrued at the time of separation, subject to the maximum vacation time allowed (annual accrual plus 10 days).

Article XIV
SEPARATION LEAVE

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

Article XV
WAGES AND HOURS

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

General Wage Increases

	FY 10/11	FY 11/12	FY 12/13
July 1	1.5%	1.5%	Re-opener
January 1	1.5%	1.5%	Re-opener

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

- B.** Pay rates which have an effective date which is prior to the implementation of this Agreement shall be applied retroactively to base wages and overtime wages, and only for employees who are employed as of the date of implementation of this Agreement, except for retirees that retired after the expiration of the preceding collective bargaining agreement but prior to negotiations for this bargaining agreement being completed.
- C.** Employees shall be paid on a bi-weekly basis. New hires as of July 1, 2010 will be required to utilize direct deposit, unless a hardship is demonstrated and approved.

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

Continuous Full Years of Service Annual Longevity Pay

6 years but less than 10 years	\$575
10 years but less than 15 years	\$650
15 years but less than 20 years	\$750
20 years or more	\$900

Longevity is to be determined on the basis of total years of continuous full-time service in Town employment. Each fiscal year, longevity pay shall be earned on the Sunday following the employee's anniversary hiring date and paid in the second payroll of November of that fiscal year.

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

A. During snow and ice control operations:

(1) When an employee is called to report to work at least one (1) hour before his/her normal starting time and s/he, in fact, reports to work at least one-half (1/2) hour before his/her normal starting time, s/he is entitled to receive both the breakfast allowance and lunch allowance for that day.

(2) When an employee is required to work beyond his/her regular shift and through the dinner hour (5:30 p.m.), s/he is entitled to a dinner allowance. As long as s/he stays on the clock, s/he continues to be entitled to additional meal allowances at breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.), not to exceed three (3) meal allowances in a 24hour period.

(3) When an employee is required to work through breakfast (6:00 a.m.), lunch (noon), and dinner (5:30 p.m.) on a Saturday, Sunday or holiday, s/he is entitled to meal allowances as specified in paragraph (2) above.

B. At all other times:

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

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

- 15.4 A.** The regular workday shall consist of eight (8) consecutive hours between the hours of 6:00 am and 6:00 p.m. Lunch breaks will be taken at the job site. Except as provided in 16.4B and for meal/rest breaks during snow and ice and other emergency operations, no separate unpaid lunch break will be taken.
- B.** Solid waste and recycling area employees shall have a non-paid one-half hour lunch break on days when the area is open to the public.
- C.** Management shall set the shift schedule(s), and once it is set, it shall not be changed except with twenty-four (24) hours' notice. For any scheduled shift whose eight (8) hours will end after 6:00 p.m., employees will receive premium pay of twenty-five cents (\$.25) per hour over and above their regular pay.
- 15.5** The regular workweek shall consist of five (5) consecutive workdays, Monday through Friday, except that either Monday through Friday or Tuesday through Saturday shall constitute the regular workweek for the solid waste and recycling area crew, custodial crew, or any part of the solid waste and recycling area or custodial crews.
- 15.6** There will be two (2) fifteen-minute coffee breaks per day. Coffee breaks will generally be taken on the job site.
- 15.7** A newly hired employee shall be paid at the starting rate for the classification until the employee has successfully completed the probationary period in that classification. Upon successful completion of the probationary period, the employee shall be paid at the six-month rate for the classification and upon successful completion of one year of service, the employee shall be paid at the one-year rate for the classification.

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

If a newly hired employee is promoted to a higher classification during the probationary

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

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

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

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

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

Article XVI

ASSIGNMENTS AT HIGHER RATED CLASSIFICATIONS

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

Article XVII

OVERTIME

- 17.1** All work performed over eight (8) hours in any one (1) payroll day, or all work over forty (40) hours in any one (1) week, shall be paid for at one and one-half (1 ½) times the employee's rate of pay.
- 17.2** An employee may accrue compensatory time in lieu of overtime. No employee may accumulate more than 60 hours of compensatory time. Employees will have six months following the quarter that the compensatory time was earned in to utilize these hours. Requests to take compensatory time must be made at least 24 hours in advance.
- 17.3** All work performed by bargaining unit employees on Saturday and Sunday shall be paid at one and one-half (1½) times the employee's rate of pay. However, employees whose normal workweek is Tuesday through Saturday shall receive one and one-half (1½) times their regular rate of pay for all work performed on Sunday or Monday.
- 17.4 A.** In the event that a bargaining unit employee is required to report back to duty at a time other than his/her regular working hours, the Town shall provide a minimum of four (4) hours work, or in lieu thereof, four (4) hours pay at the applicable rate. If such call in runs into his/her regular work day, the employee shall be paid time at one and one-half (1-1/2) his/her regular hourly rate for all hours worked outside of the regularly scheduled hours, and shall work his/her regularly scheduled eight (8) hour day. Any subsequent callback within the original call-in period will be considered part of the original call back.
- B.** When called in for plowing, sanding, storms or other emergencies, employees shall be paid from the time they are called provided the employee reports to work in accordance with the following schedule:

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

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

- A. Each driver shall be entitled to receive a rest break every six (6) hours on the clock during snow plowing and sanding operations.
- B. The Town will maintain radio contact with each vehicle on an hourly basis.

Article XVIII
WORKERS' COMPENSATION

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

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

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

(2) For absences in excess of three (3) work days and up to and including sixty

(60) work days, the Town shall provide for salary continuation of the employee's full net base pay for that time. The employee will not need to use accrued sick leave during this specified period for salary continuation.

For absences in excess of sixty (60) work days, the employee may elect to utilize earned sick leave as salary continuation to get as close as possible to the employee's full net base pay for that time.

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

- B. Health insurance will continue as long as the employee is receiving workers' compensation, as required by law. The Town shall pay its share of the premium for the employee's health insurance; the employee is responsible for his or her cost share of their health insurance premium. Failure by the employee to pay the employee share of the cost of health insurance shall result in a disruption of health benefits subject to the rights of the employee to continue such coverage pursuant to COBRA.

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

Article XIX
DISCIPLINARY PROCEDURE

- 19.1** No employee covered by this Agreement shall be discharged or disciplined except for just cause.
- 19.2** Other than in the case of probationary employees, any disciplinary action, including discharge, may be appealed through the grievance procedure of this Agreement.
- 19.3** Written warnings shall remain a part of an employee's personnel record for twenty-four (24) months from the date of the warning. However, if another written warning for the same type of offense is received within the twenty-four (24) month period, both warnings shall remain on the record for a period of twenty-four (24) months from the date of the most recent warning. Other more severe disciplinary actions shall remain a permanent part of the employee's personnel record.

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

Article XX
GRIEVANCE PROCEDURE

- 20.1** The following terms are agreed to mean as stated below:
- A.** A "grievance" is any controversy, dispute or complaint arising over the interpretation or application of the provisions of this Agreement.
 - B.** "Days" in this article are defined as working days (Monday through Friday, excluding Saturdays, Sundays and holidays).
 - C.** "Grievant" is defined as any member of the bargaining unit and may include a group of employees similarly affected by a grievance or the Union.
 - D.** "Town" shall mean the Town, an agent of the Town, or a committee of the Town, at the Town's option.

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

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

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

A. A meeting to discuss such grievance, including at least one officer or business agent of the Union and the Town Manager, will be held as soon as possible, but no later than thirty (30) days from the date of the request for such a meeting by either party unless agreed upon by the parties.

B. The Town will produce such records and disciplinary notices as may be considered necessary to the settlement of the grievance.

C. The Town Manager will render a decision in writing as soon as possible but no later than ten (10) days after such meeting.

D. Any written grievance that is satisfactorily settled will be so marked and signed by the Town Manager and president of the Union, or his designee.

Article XXI
ARBITRATION

- 21.1** If the grievance is not settled by the procedures outlined in Article XVIII, either party may submit the matter to arbitration. The request for arbitration must be in writing and be filed with the arbitrator no later than fifteen (15) calendar days after the written answer of the Town Manager is given to the Union. The party filing for arbitration shall simultaneously deliver or mail a copy of its request for arbitration to the other party hereto. Grievances concerning suspensions of five (5) days or more and/or grievances concerning terminations will be arbitrated by the American Dispute Resolution Center in accordance with their rules and procedures. The Connecticut State Board of Mediation and Arbitration will arbitrate all other grievances.
- 21.2** The arbitrator's award shall be final and binding as provided by law. S/he shall be bound by, and must comply with, all the terms of this agreement and shall have no power to add to, subtract from, or in any way modify the provisions of this Agreement. The cost of the arbitration procedure shall be borne equally by both parties. It is understood that each party is responsible for their own costs of legal counsel, expert witnesses, and other expenses not normally considered the mutual responsibility of both parties.
- 21.3** Any time limits specified within this article or the previous article may be extended by written mutual agreement of the Union and the Town, provided that if the grievance is not submitted to a higher step in the above procedures, it shall be deemed settled on the basis of the Town's answer in the last step considered.

Article XXII
INSURANCE PROGRAM

- 22.1** On behalf of the employees, the Town will maintain group membership in a PPO and POE/HMO plan. The details of the health insurance plans are summarized in Appendix C of this Agreement. Subject to any plan restrictions, the employee may choose to participate in any of the two options.
- A.** Dental insurance: employees and their dependents may enroll in the dental insurance coverage offered through the Town. Employees will be responsible for the full cost of these benefits.

- B.** Life insurance: The Town shall provide a term life insurance for eligible employees. The life insurance policy shall be in the amount of one and a half (1.5) times the employee's base salary and three (3) times the employee's salary in the event of accidental death and dismemberment. Changes in base salary will be reported to the insurance carrier in the calendar month following the change in salary.
- C.** The Town and the employees agree to share the cost of insurance premiums for the coverage outlined in Appendix C. The employees are responsible on an annual basis for the percentage amounts listed below, with the payments to be made by payroll deduction from each check in substantially equal payments.

	<u>FY 10/11</u>	<u>FY 11/12</u>	<u>FY 12/13</u>
POE/HMO	10%	13%	14%
	12.5% on 1/1/11		
PPO	11%	13%	14%
	12.5% on 1/1/11		

- 22.2 A.** The Town shall provide the following insurance for employees retiring subsequent to July 1, 2010: a POE/HMO plan or the PPO plan if the retiree's primary residence is outside the state of Connecticut until the retiree reaches age 65 or becomes eligible for Medicare; for those age 65 and older or eligible for Medicare/Medicaid, the retiree may elect to enroll in a Medicare supplemental plan offered through the Town with the full cost to be borne by the retiree.
- B.** Upon execution of this agreement, the Town agrees to pay \$140 per month toward the cost of the insurance defined in 22.2A for each employee who retires after July 1, 2010: (a) upon completing twenty-five (25) years of aggregate service; or (b) upon attaining the age of fifty-five (55) years provided such employee has had ten (10) years of continuous service or fifteen (15) years of aggregate service; (c) or upon receiving a disability retirement under the Connecticut Municipal Employees Retirement System (CMERS). This payment

does not apply to insurance obtained by a retiree through a source other than the Town of Mansfield. Upon the death of a retiree, this payment is not transferable to the retiree's surviving spouse, heir, dependents, etc. Upon the death of a retiree, a surviving spouse can continue to purchase insurance through the Town with the full cost borne by the surviving spouse.

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

22.4 Payment in Lieu of Health Benefits. This program is designed for those employees who currently have dual health insurance coverage or who have the ability to acquire health insurance from another employer that does not participate in the Town of Mansfield health insurance pool. The plan provides some reimbursement for employees who terminate their coverage with the Town. The covered benefits are limited to health benefits only and do not include dental insurance benefits.

A. To enroll in this program, employees must complete the "Waiver of Insurance Agreement" and provide documentation of coverage from their spouse or another source. The official enrollment period will be June of each year, but employees may enroll at other times on a pro-rated basis. New employees can enroll at the time of employment or may enroll during the June following the date of employment.

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

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

C. Payments will be made in two installments during the fiscal year, in January and July. If an employee terminates or joins the program at any time during the fiscal year, the payments will be prorated on a monthly basis.

Participating employees may opt to have their payment contributed to their 457 deferred compensation account so long as the contribution is within the annual

allowable contribution limits for 457 accounts as designated by the IRS.

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

subsection.

Article XXIII
PENSIONS

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

Article XXIV
SAFETY AND HEALTH

24.1 The Town is responsible for providing a safe work environment. Employees have a responsibility to perform their duties so as to minimize injuries to themselves or coworkers.

24.2 The Town will provide each employee a \$350 per year clothing and shoe allowance payable during the month of August each year this contract is in effect. New employees will receive the applicable clothing allowance on a prorated basis, based on their date of employment.

24.3 Regularly appointed lead mechanics, mechanics and mechanics helpers will be provided with an additional \$50 clothing and shoe allowance during July each year this contract is in effect.

24.4 Failure to wear approved safety shoes or to use safety equipment as directed will result in disciplinary action by the Town.

24.5. Wellness Incentives. From time to time, the Town through its employee wellness

program, may offer an assortment of wellness and fitness programs. Benefits of the programming and incentives may include but are not limited to discounts and payments. Programming design and administration is at the sole discretion of the Town.

**ARTICLE XXV
OUTSIDE EMPLOYMENT**

- 25.1** An employee may engage in additional employment unless the additional employment could interfere with the proper and effective performance of the duties of his/her position, result in a conflict of interest as defined by the Town's ethics ordinance, or if it is reasonable to anticipate that such employment may subject the Town to public criticism or embarrassment in the opinion of the Town Manager such outside employment shall be terminated if it is disadvantageous to the Town.
- A. Outside employment includes but is not limited to a self-owned/operated business, internet based business, or other type of business employment.
 - B. Any employee who engages in outside employment shall not perform duties for his/her outside employer while on the clock for the Town. Outside employment shall not interfere with an employee's Town related job duties and work hours. Any employee who engages in employment outside of his/her regular working hours shall be subject to perform his/her assigned Town duties first.
 - C. The Town shall in no respect be liable nor grant sick leave in case of an injury to an employee while s/he is engaged in outside employment or any occupational illness attributed thereto.

**Article XXVI
MISCELLANEOUS**

- 26.1** When the Town creates new class specifications within the bargaining unit, the Town and the Union shall negotiate about the impact of any changes on bargaining unit employees.
- 26.2** The Town will continue its practice of providing a lost and broken tool allowance of up to \$200 per year per mechanic. In addition, the Town will provide replacement insurance

for all mechanics' privately owned tools lost by theft or fire while on Town-owned premises.

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

**Article XXVII
NO LOCKOUT- NO STRIKE**

27.1 The Town agrees that it will not lock out the employees covered by this Agreement during its term.

27.2 The Union and the employees expressly agree that there will be no strikes, slow downs, picketing during working hours, work stoppages, mass absenteeism, mass feigned illness or other similar forms of interference with the operation of the Public Works Department.

27.3 Any or all employees participating in such strike or other prohibited activity described above in section 27.2 shall be subject to disciplinary action by the Town up to and including discharge.

**Article XXVIII
DRUG TESTING**

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

Article XXIX
DURATION AND RENEWAL

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

For the Town of Mansfield

For Local 2001, CSEA

Matthew Hart, Town Manager

Susan G. Nelson, Counsel

Maria E. Capriola Assistant to Town Manager

Torry B. Rocha, President

APPENDIX A
POSITIONS, FLSA STATUS AND SALARY RANGES
Forthcoming (Will update in computer system after ratification)

<u>Classification</u>	<u>Grade</u>	<u>FLSA</u>	Salary Ranges							
			FY 10/11				FY 11/12			
			7/1/10		1/1/11		7/1/11		1/1/12	
		<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	
Landfill Operator	1	NE								
Laborer	2	NE								
Truck Driver	5	NE								
Groundskeeper	9	NE								
Mechanic	10	NE								
Landfill Supervisor	12	NE								
Crew Leader (Roads, Grounds)	15	NE								
Lead Mechanic	16	NE								

APPENDIX B
WAGE (Step) DETAIL FORTHCOMING
(Will update in computer system after ratification)

APPENDIX C

HEALTH INSURANCE PLAN DESIGN

BENEFIT	PPO (BEGINNING JANUARY 1, 2011)	HMO/POE (BEGINNING JANUARY 1, 2011)
Costshares	<p>In-Network services subject to co-pays Out-of-Network services subject to deductible and coinsurance \$ 20 PCP / \$ 25 Specialist \$ 175 Outpat Hosp / \$ 350 Inpat Hosp co-pay \$50 Emergency / \$25 Urgent Care Facility Deductible \$400/\$800/\$1,000 Cost share Maximum \$1,600/\$3,200/\$4,000 Out of Pocket Cost \$2,000/\$4,000/\$5,000</p> <p>Lifetime Maximum In-Network -Unlimited</p>	<p>In-Network services subject to co-pays Out-of-Network not available</p> <p>\$ 15 PCP / \$ 15 Specialist \$ 100 Op Hsp / \$ 200 Inpat Hosp co-pay \$75 Emergency / \$50 Urgent Care Facility</p> <p>Lifetime Maximum In-Network -Unlimited</p>
Preventive Care Pediatric	<p>Covered according to age-based schedule: \$20 co-pay Per Federal Regulations Preventive will be covered at 100% effective January 1, 2011 Birth to 1 year - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year Not covered out of Network</p>	<p>Covered according to age-based schedule: \$15 co-pay Per Federal Regulations Preventive will be covered at 100% effective January 1, 2011 Birth to 1 year - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year Not covered out of Network</p>
Adult	<p>Covered according to age-based schedule: \$20 Co-pay 22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year Not covered out of Network</p>	<p>Covered according to age-based schedule: \$15 Co-pay 22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year Not covered out of Network</p>
Vision	<p>\$20 Co-pay one exam every two years (Frames & Lenses covered under vision rider) Not covered out of Network</p>	<p>\$15 Co-pay one exam every two years (Frames & Lenses covered under vision rider) Not covered out of Network</p>
Hearing	\$ 20 Co-pay	\$ 15 Co-pay
Gynecological	<p>\$15 Co-pay Routine annual exam</p>	<p>\$15 Co-pay Routine annual exam</p>
Medical Services Medical Office Visit	<p>\$ 20 office visit co-pay PCP \$ 25 office visit co-pay Specialist</p>	<p>\$ 15 office visit co-pay PCP \$ 15 office visit co-pay Specialist</p>
Outpatient PT/OT/Chiro/ Speech	<p>\$ 20 office visit co-pay Unlimited Visits (subject to medical necessity)</p>	<p>\$ 15 office visit co-pay Unlimited Visits (subject to medical necessity)</p>
Allergy Services	<p>\$20 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years</p>	<p>\$15 office visit co-pay No copay for injections maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered

Office Surgery	Covered	Covered
Outpatient MH	\$ 20 office visit co-pay Limited to 40 visits per calendar year	\$ 15 office visit co-pay Limited to 40 visits per calendar year
Emergency Care Emergency Room	\$ 50 co-pay (waived if admitted)	\$ 75 co-pay (waived if admitted)
Urgent Care	\$ 25 co-pay Participating Facilities only	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
General/Medical/Surgical/ Maternity (Semi-Private)	\$ 350 per admission co-pay	\$ 200 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$ 350 per admission co-pay	\$ 200 per admission co-pay
Substance Abuse/ Detox	\$ 350 per admission co-pay	\$ 200 per admission co-pay
Rehabilitative	\$ 350 per admission co-pay up to 60 days per calendar year	\$ 200 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$ 350 per admission co-pay up to 90 days per calendar year	\$ 200 per admission co-pay up to 90 days per calendar year
Hospice	\$ 350 per admission co-pay up to 60 days per calendar year	\$ 200 per admission co-pay up to 60 days per calendar year
Outpatient Hospital Outpatient Surgery Facility Charges	\$ 175 per admission co-pay	\$ 100 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equip	Covered (Limited to covered items only) Prosthetics limited to \$ 1,000 annual max	Covered (Limited to covered items only) Prosthetics limited to \$ 1,000 annual max
Prescription Drugs	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand I co-pays mail - \$ 3,000 max add'l benefits subject to ded & coin (Oral contraceptives are covered)	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand I co-pays mail - unlimited max (Oral contraceptives are covered)
Infertility	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% (limited to covered services only)	\$5,000 Lifetime maximum Phase I \$ 5 co-pay Phase II & III 50% (limited to covered services only)
Dependent age max	Per Federal regulations eligible dependents will be covered to age 26 effective January 1, 2011	Per Federal regulations eligible dependents will be covered to age 26 effective January 1, 2011

Note: For July 1, 2010 – December 31, 2010, the Plan Design in effect is the same as the previous collective bargaining agreement dated July 1, 2006-June 30, 2010. Please reference that document's appendix for summary of benefits.

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: September 13, 2010
Re: Regional Ethics Board

Subject Matter/Background

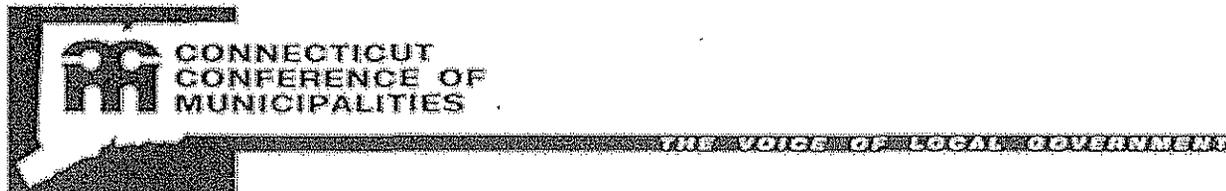
The Town Council had requested that we add this item to a future agenda. For your reference, I have attached a research report prepared by the Connecticut Conference of Municipalities regarding this matter.

Attachments

- 1) CCM Research Department re: Regional Ethics Boards

Matthew W. Hart

From: JUSTIN RICHARDSON [JRICHARDSON@CCM-CT.ORG]
Sent: Monday, August 30, 2010 4:12 PM
To: Maria E. Capriola
Cc: Matthew W. Hart
Subject: Your CCM Research Request (regional ethics boards)
Follow Up Flag: Follow up
Flag Status: Blue
Attachments: Model Municipal Ethics Code (2009 Update).pdf



900 Chapel St. 9th Floor, New Haven, CT 06510-2807 Phone: (203) 498-3000 research@ccm-ct.org, www.ccm-ct.org

August 30, 2010

Dear Ms. Capriola:

The following is in response to your request for information regarding regional ethics boards in Connecticut or in the Northeast.

Regarding regional ethics boards within Connecticut, CCM recently as of July 2010 performed a statewide survey of municipal Ethics Commissions. One of the questions asked in the survey was regarding to the participation of regional ethics commissions. All 169 municipalities indicated that they currently do not participate in a regional ethics commission. A few municipalities indicated that they were in talks with the Litchfield Hills Council of Governments in creating a regional ethics commission. The contact person for this idea is Rick Lynn. Mr. Lynn informed me that a few towns in the Litchfield County area have come together and drafted an ordinance that would create a regional ethics board. The idea has yet to get off the ground due to other regional municipalities not signing on.

I was able to ask Mr. Lynn what he considered the Pros/Cons of a regional ethics board were and he indicated the following. Mr. Lynn said he believes there are no Cons to a regionalized ethics board and only Pros. The Pros that Mr. Lynn believe exist to a regional ethics boards are listed below:

- A regional ethics board is seen as more objective.
- There would be less chance of any type of bias.
- There would be a lower chance of a conflict of interest.
- It would be easier to find volunteers to be on the board, because it would be pulling from more than one municipality.
- Financial expenses would be less because of a shared cost.

Concerning your question on whether there is a Northeast regional ethics board, I was unable to

locate any information that would indicate the formation of such a board.

In addition to this information, I have also contacted the Connecticut Office of Ethics regarding any model board composition/ model procedures available. The Office of ethics indicates that they currently do not have anything to hand out. I was able to collect a copy of the Offices model Ethics Ordinance (see attached) for your review.

I hope that this information is helpful. Please feel free to contact me directly at (203) 498-3077 or by email at jrichardson@ccm-ct.org, should you have any further inquiries.

Regards,



Justin M. Richardson
Member Services Analyst
Connecticut Conference of Municipalities
900 Chapel Street, 9th Floor
New Haven, CT 06510
W: 203-498-3077
F: 203-497-2486
jrichardson@ccm-ct.org

www.ccm-ct.org

Save the Date!
CCM's Convention & Exposition
Oct. 6, 2010 at the CT Convention Center in Hartford

This message (including any attachments) may contain confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message.

The following materials and/or statutes are provided for your reference and are neither intended as, nor should be interpreted as, a legal opinion. You should consult with your legal counsel regarding interpretation of the aforementioned materials and/or statutes.

To: Municipal Ethics Task Force
From: Office of State Ethics
Subject: Update of 1995 Model Code of Ethics for Municipalities and
Special Districts
Date: March 6, 2009

At the February 20, 2009 meeting of the Municipal Ethics Task Force, the task force requested the Office of State Ethics to update the 1995 Model Code of Ethics for Municipalities and Special Districts ("1995 Model Code") developed, pursuant to Public Act 94-172, by the former State Ethics Commission.

Enclosed for your review is the updated version of the 1995 Model Code. Many of the provisions contained in the 1995 version had been based on those contained in the State Code of Ethics as it existed in 1995. Therefore, a substantial number of updates made in the current (2009) version reflect subsequent changes made to the State Code of Ethics, particularly in 2005.

Just as it was noted in the August 21, 1995 memorandum from Rachel Rubin, supervising attorney of the former State Ethics Commission, attached to the 1995 Model Code, some of the provisions (see nos. 1-4, *infra*) now being recommended in this 2009 update continue to be inconsistent with the current state law applicable to municipalities and cannot be implemented by a locality without legislative amendment of the underlying state statutes. Specifically, please note the following:

1. Conflicts Of Interests

Connecticut General Statutes §7-148h(b) provides that an elected municipal official in a town which has adopted an ethics board "has an interest that is in substantial conflict with the proper discharge of the official's duties or employment in the public interest and of the official's responsibilities as prescribed by the laws of this state, if the official has reason to believe or expect that the official, the official's spouse or dependent child, or a business with which he is associated, as defined in section 1-79, will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of the official's official activity. Any such elected official does not have an interest that is in substantial conflict with the proper discharge of the official's duties in the public interest and of the official's responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to the official, the official's spouse or dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than to any other member of such profession, occupation or group. Any such elected official who has a substantial conflict may not take official action on the matter."

The Model Code, however, establishes a stricter conflict of interest standard (see §1-7(c)) and would prohibit official action which benefits the individual, his or her immediate family, or business as a member of a profession, occupation or group. Thus, for example, under state law the spouse of a teacher serving on the town board of education would be able to vote on the municipal teachers' contract, since all teachers would be similarly affected as a group. The Model Code, however, would prohibit such action because the board member's immediate family had a financial interest in the decision. Only when the matter "...involves a determination of general policy and the interest is shared with a substantial segment of the population of the municipality" would such official action be allowed.

2. Penalty Section

At present, Connecticut General Statutes §7-148(b)(10)(A) authorizes municipalities to impose civil penalties for ethics violations not to exceed two hundred fifty dollars. The Model Code, however, would allow for fines of up to \$1,000 per violation. The penalty section (§1-6) also provides for other sanctions which may require both amendment of state statute and, possibly, modification of municipal labor agreements (e.g., dismissal from employment).

3. Appeals

As a concomitant provision to the above penalty section, the Model Code proposes that final decisions of municipal ethics commission be appealable to Superior Court. In essence, state law will not permit municipalities to impose significant administrative sanctions, unless the affected person has the right to seek appellate review.

4. Procedures

Pursuant to Connecticut General Statutes §7-148h(a), any municipality which has an ethics commission must comply with provisions of Connecticut General Statutes §1-82a when investigating allegations of misconduct. Section 1-82a requires, in part, that the entire matter be kept confidential until there has been a finding of probable cause. This provision contemplates that (as at the State level) there will be a two-stage process for complaints: 1. a probable cause hearing; 2. followed by a public hearing to determine whether or not a violation has occurred. The Model Code, however, contains a simplified, one-stage hearing procedure. It does, nonetheless, maintain the strict confidentiality standard embodied in §1-82a and, as a consequence, requires that the entire matter be confidential until there has been a finding of a violation.

Additionally, we wish to bring to your attention two other aspects of the model law:

5. Statements Of Financial Interests

A provision in the Model Code (§1-10) requires the filing of annual statements of financial interests by public officials and designated employees. The updated Model Code reflects the suggestions of the Municipal Ethics Task Force to streamline the information requested of required filers. It is anticipated that each municipality will determine whether these statements

are, in fact, necessary. For example, smaller towns and special districts may not find the administration of this filing requirement to be a cost-effective use of resources; however, larger towns and cities may find the collection of this information to be beneficial.

6. Special Districts

The drafters of the Model Code have concluded that the State's special districts do not, in general, have the resources to administer separate ethics commissions and enforce separate ethics codes. We recommend, therefore, that each special district work with the municipality in which it is located to establish an ethics commission and code and, thereafter, operate under this municipal jurisdiction.

**CODE OF ETHICS
FOR MUNICIPALITIES AND SPECIAL DISTRICTS
MODEL CODE
Updated March 6, 2009**

Statement of Purpose.

Public office is a public trust. The trust of the public is essential for government to function effectively. Public policy developed by government officials and employees affects every citizen of the municipality, and it must be based on honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence, and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, this municipality seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity and fairness of their government.

Section 1-1. Definitions.

(a) "Business" means any entity through which business for profit or not for profit is conducted including a corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, or self-employed individual.

(b) "Business with which he is associated" means any sole proprietorship, partnership, firm, corporation, trust or other entity through which business for profit or not for profit is conducted in which the public employee or public official or member of his immediate family is a director, officer, owner, limited or general partner, beneficiary of a trust or holder of stock constituting five per cent or more of the total outstanding stock of any class, provided, a public employee or public official, or member of his immediate family, shall not be deemed to be associated with a not for profit entity solely by virtue of the fact that the public employee or public official or member of his immediate family is an unpaid director or officer of the not for profit entity. "Officer" refers only to the president, executive or senior vice president or treasurer of such business.

(c) "Confidential information" means information, whether transmitted orally or in writing, which is obtained by reason of the public position or office held and is of such nature that it is not, at the time of transmission, a matter of public record or public knowledge.

(d) "Commission" means the municipal ethics commission established in section 1-2.

(e) "Financial interest" means any interest with a monetary value of \$100 or more or which generates a financial gain or loss of \$100 or more per person in a calendar year.

(f) "Gift" means anything of value, including entertainment, food, beverage, travel, and lodging given or paid to a public official or public employee to the extent that consideration of equal or greater value is not received. A gift does not include:

- (1) a political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-601a;
- (2) services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;
- (3) a commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) a gift received from (A) an individual's spouse, fiance or fiancée, (b) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) goods or services which are provided to the municipality and facilitate governmental action or functions;
- (6) a certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) a rebate, discount or promotional item available to the general public;
- (8) printed or recorded informational material germane to governmental actions or functions;
- (9) an honorary degree bestowed upon a public official or public employee by a public or private university or college;
- (10) a meal provided at an event and/or the registration or entrance fee to attend such an event, in which the public employee or public official participates in his official capacity;
- (11) a meal provided in the home by an individual who resides in the municipality;
- (12) a gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event such as the birth or adoption of a child, a wedding, a confirmation or bar/bat mitzvah, and a funeral, provided any such gift provided by an individual who is not a member of the family of the recipient shall not exceed two hundred fifty dollars. Major life event shall not include any event which occurs on an annual basis such as an anniversary; except that personal gifts of up to twenty-five dollars per occasion, aggregating no more than fifty dollars per recipient in a calendar year, shall be permitted to a minor incident to a birthday or other traditional gift-giving occasion, e.g., Christmas or Chanukah.
- (13) anything of value provided by an employer of (A) a public official, (B) a public employee, or (C) a spouse of a public official or public employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances;

(14) anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars; or

(15) training that is provided by a vendor for a product purchased by a municipality which is offered to all customers of such vendor.

(g) "Immediate family" means any spouse, child or dependent relative who resides in the individual's household.

(h) "Individual" means a natural person.

(i) "Individual with whom one is associated" means an individual with whom the person or a member of his immediate family mutually has an interest in any business.

(j) "Official responsibility" means the direct administrative or operating authority, whether intermediate or final and whether exercisable personally or through subordinates, to approve, disapprove, or otherwise direct government action.

(k) "Municipality" means any town, city, borough, consolidated town and city, consolidated town and borough, and any special district contained therein.

(l) "Person" means an individual, sole proprietorship, trust, corporation, limited liability company, union, association, firm, partnership, committee, club or other organization or group of persons.

(m) "Personal interest" means an interest in any action taken by the municipality in which an individual will derive a nonfinancial benefit or detriment but which will result in the expenditure of municipal funds.

(n) "Public employee" means a person employed, whether part-time or full-time, by the municipality or a political subdivision thereof.

(o) "Public official" means an elected or appointed official, whether paid or unpaid or full or part-time, of a municipality or political subdivision thereof, including candidates for the office; and shall also include a district officer elected pursuant to Conn. Gen. Stat. §7-327.

(p) "Special district" means a district established pursuant to Conn. Gen. Stat. §7-324.

(q) "Trust" means a trust in which any public official or state employee or member of his immediate family has a present or future interest which exceeds ten per cent of the value of the trust or exceeds fifty thousand dollars, whichever is less, but shall not include blind trusts.

Section 1-2. Municipal ethics commission. Members; appointment; qualifications; vacancies; political activity.

(a) There shall be a municipal ethics commission consisting of five members. The members shall be appointed by unanimous vote of the Board of Selectmen/Mayor (Town/City Council) for a term of three (3) years, except that, of the initially appointed members, one (1) shall serve for one (1) year, two (2) for two (2) years, two (2) for three (3) years. No individual shall be appointed to more than one three-year term, provided that members may continue in office until a successor has been appointed. No more than three shall be members of the same political party.

(b) All members shall be electors of the municipality. No member shall (1) hold or campaign for any public office; (2) have held public office or have been a candidate for public office for a two-year period prior to appointment; (3) hold office in any political party or political committee; or (4) serve as a member of any other municipal agency.

(c)(1) Although any member or employee of the commission shall have an unrestricted right to vote, make political contributions, attend fundraising or other political events, no member or employee shall publicly support any candidate for any municipal office subject to the commission's jurisdiction. An individual would be publicly supporting a candidate by, for example, volunteering as a campaign worker, giving a speech at a political event or formally endorsing a candidate. (2) No candidate for political office may disseminate information which indicates that a commission member or employee supports his or her candidacy.

(d) The commission shall elect a chairperson who shall preside at meetings of the commission and a vice-chairperson to preside in the absence of the chairperson. Three members shall constitute a quorum. A majority vote of the commission shall be required for action of the commission. The chairperson or any three members may call a meeting.

(e) No member of the commission may represent any business or person, other than himself or herself, before the commission for a period of one year following the end of such member's service on the commission. No business or person that appears before the commission shall employ or otherwise engage the services of a former member of the commission for a period of one year following the end of such former member's service on the commission.

(f) No member of the commission may hold any other position in municipal employment subject to the commission's jurisdiction for a period of one year following the end of such member's service on the commission.

(g) The members and employees of the commission shall adhere to the following code of ethics under which the members and employees shall: (1) Observe high standards of conduct so that the integrity and independence of the commission may be preserved; (2) respect and comply with the law and conduct themselves at all times in a manner which promotes public confidence in the integrity and impartiality of the commission; (3) be faithful to the law and maintain professional competence in the law; (4) be unswayed by partisan interests, public clamor or fear of criticism; (5) maintain order and decorum in proceedings of the commission; (6) be patient, dignified and courteous to all persons who appear in commission proceedings and with other persons with whom the members and employees deal in their official capacities; (7) refrain from making any statement outside of a commission proceeding, which would have a likelihood of prejudicing a commission proceeding; (8) refrain from making any statement outside of a commission

proceeding that a reasonable person would expect to be disseminated by means of public communication if the member or employee should know that such statement would have a likelihood of materially prejudicing or embarrassing a complainant or a respondent; (9) preserve confidences of complainants and respondents; (10) exercise independent professional judgment on behalf of the commission; and (11) represent the commission competently.

Section 1-3. Duties of commission re reports, advisory opinions, memoranda, and regulations. Employment of necessary staff.

(a) The commission shall: (1) Compile and maintain a record of all reports, advisory opinions, statements, and memoranda filed by and with the commission to facilitate public access to such reports and statements; (2) issue advisory opinions with regard to the requirements of this code upon the request of any person. Advisory opinions rendered by the commission, until amended or revoked, shall be binding on the commission and shall be deemed to be final decisions of the commission. Any advisory opinion concerning the person who requested the opinion and who acted in reliance thereon, in good faith, shall be an absolute defense in any matter brought under the provisions of this code; (3) report annually on or before February 1 to the [Board of Selectmen/Mayor or Town/City Council or Special district board] summarizing the activities of the commission.

(b) The commission may adopt, after a public hearing, rules and regulations not inconsistent with this Code for the administration and implementation of the Code.

(c) The commission may employ necessary staff or outside counsel within available appropriations.

Section 1-4. Complaints. Procedures. Time limits. Investigation; notice; hearings. Damages for complaints without foundation.

(a)(1) Upon the complaint of any person on a form prescribed by the commission, signed under penalty of false statement, or upon its own complaint, the commission shall investigate any alleged violation of this code. (2) Not later than ten (10) days after the receipt or issuance of such complaint, the commission shall provide notice of such receipt or issuance and a copy of the complaint by registered or certified mail to any respondent against whom such complaint is filed and shall provide notice of the receipt of such complaint to the complainant. (3) If the complaint has been filed by any person other than the commission, the commission shall review the complaint to determine whether or not the allegations contained therein constitute a violation of any provision of the Code. If the commission determines that the complaint does not allege sufficient acts to constitute a violation, the commission shall dismiss the complaint and duly notify the complainant and respondent by registered or certified mail. (4) IF the commission determines that the complaint alleges sufficient acts to constitute a violation, then within thirty (30) days after so determining, the commission shall fix a date for the commencement of the hearing on the allegation contained therein. The hearing date regarding any complaint shall be not more than sixty (60) days after the filing of the complaint.

(b)(1) In the conduct of its investigation of an alleged violation of this code, the commission shall have the power to hold hearings, administer oaths, examine witnesses, receive oral and documentary evidence, subpoena witnesses, and require the production for examination by the commission of any books, papers and electronic records which the commission deems relevant in any matter under investigation or in question. In the exercise of such powers, the commission may use the services of the municipal police, who shall provide the same upon the commission's request. (2) The respondent shall have the right to appear and to be represented by legal counsel and to examine and cross-examine witnesses.

(c) The commission shall make no finding that there is a violation of any provision of the code except upon the concurring vote of at least four of its members.

(d) Any hearing conducted by the commission shall be governed by the administrative rules of evidence.

(e) No complaint may be made under this code except within five years next after the violation alleged in the complaint has been committed.

(f) No person shall take or threaten to take official action against an individual for such individual's disclosure of information to the commission under the provisions of this code. After receipt of information from an individual, the commission shall not disclose the identity of such individual without consent unless the commission determines that such disclosure is unavoidable during the course of an investigation.

Section 1-5. Confidentiality of complaints, evaluations of possible violations and investigations. Publication of findings.

(a) Prior to the filing of its own complaint, the commission may conduct a preliminary investigation to determine whether the filing of a complaint is warranted. When the commission undertakes a preliminary investigation of a possible violation of any part of the Code prior to the filing of its own complaint, the subject of the preliminary investigation shall be notified not later than ten (10) days after the commission's first contact with a third party concerning the matter. This preliminary investigation shall be confidential except upon the request of the subject of such preliminary investigation. If the preliminary investigation is confidential, any allegations and any information supplied to or received from the commission shall not be disclosed during the investigation to any third party by a complainant, respondent, witness, designated party, or commission or staff member.

(b) Unless the commission makes a finding of a violation, a complaint alleging a violation shall be confidential except upon the request of the respondent.

(c) An investigation conducted upon filing of a complaint and prior to a finding of a violation shall be confidential except upon the request of the respondent. If such investigation is confidential, any allegations that are the basis of the complaint and any information supplied to or received from the commission shall not be disclosed during the investigation to any third party by a complainant, respondent, witness, designated party, or commission or staff member.

(d) If the commission makes a finding of no violation, the complaint and the record of its investigation shall remain confidential, except upon the request of the respondent. No complainant, respondent, witness, designated party, or commission or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known. The commission shall inform the complainant and the respondent of its finding by registered or certified mail not later than three business days after termination of the hearing or investigation.

(e) The commission shall make public a finding of a violation not later than five business days after the termination of the hearing. At such time, the entire record of the investigation shall become public. The commission shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making such a finding by registered or certified mail not later than three business days after termination of the hearing.

(f) Any respondent aggrieved by a decision of the commission regarding a finding of a violation may, within thirty days, take an appeal to the superior court for the judicial district in which the municipality is located.

Section 1-6. Penalties.

(a) Violation of any provision of this Code shall constitute grounds for removal or dismissal from office or position, and may be punished by (1) public censure and reprimand; (2) a civil penalty of not more than \$1,000 per violation; and (3) restitution of any pecuniary benefits received because of the violations committed.

Section 1-7. Conflicts of interest.

(a) No public employee or public official shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, which is incompatible with the proper discharge of his official responsibilities in the public interest or which would tend to impair his independent judgment or action in the performance of his official responsibilities.

(b)(1) No public employee or public official shall solicit or accept any gift from any person who to his knowledge is interested in any pending matter within such individual's official responsibility. (2) If a prohibited gift is offered, he must refuse it, return it, pay the donor the market value of the gift, or donate it to a non-profit organization provided he does not take the corresponding tax write-off. Alternatively, it may be considered a gift to the municipality provided it remains in the municipality's possession permanently.

(c)(1) A public employee or public official shall refrain from voting upon or otherwise participating in any matter on behalf of the municipality if he, a business with which he is associated, an individual with which he is associated, or a member of his immediate family, has a financial or personal interest in the transaction or contract, including but not limited to the sale of real estate, material, supplies or services to the municipality. (2) If such participation is within

the scope of the public employee's or public official's official responsibility, he shall be required to provide written disclosure, which sets forth in detail the nature and extent of such interest, to the commission. (3) Notwithstanding the prohibition in subsection (d)(1), a public employee or public official may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the municipality.

(d)(1) Except for a public official who receives no compensation for his service to the municipality other than per diem payments and reimbursement of expenses, no public employee or public official shall appear on behalf of private interests before any board agency, or committee of the municipality. (2) Except for a public official who receives no compensation for his service to the municipality other than per diem payments and reimbursement of expenses, no public employee or public official shall represent private interests against the interest of the municipality in any litigation to which the municipality is a party.

(e) Nothing contained in this code shall prohibit or restrict a public employee or public official from appearing before any board or commission of the municipality on his own behalf, or from being a party in any action, proceeding or litigation brought by or against the public employee or public official to which the municipality is a party.

(f) No public employee or public official shall disclose confidential information concerning municipal affairs, nor shall he use such information for the financial interests of himself or others.

(g) No public employee or public official shall request or permit the use of municipal-owned vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such are available to the public generally or are provided as municipal policy for the use of such public employee or public official in the conduct of official business.

(h) No public employee or public official, or a business with which he is associated, or member of his immediate family shall enter into a contract with the municipality unless it is awarded through a process of public notice and competitive bidding.

(i) No public employee or public official shall use his position or office for the financial benefit of himself, a business with which he is associated, an individual with which he is associated, or a member of his immediate family.

(j) No public employee or public official shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event, in his official capacity.

(k) No public employee or public official, or member of such individual's immediate family or business with which he is associated, shall solicit or accept anything of value, including but not limited to, a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public employee or public official would be or had been influenced thereby.

(l) No person shall offer or give to a public employee or public official or member of such individual's immediate family or business with which he is associated, anything of value, including, but not limited to, a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public employee or public official would be or had been influenced thereby.

(m)(1) No public employee or public official or member of the immediate family of a public employee or public official shall knowingly accept, directly or indirectly, any gift costing one hundred dollars or more in any calendar year from a public employee or public official who is under the supervision of such public employee or public official. (2) No public employee or public official or member of the immediate family of a public employee or public official shall knowingly accept, directly or indirectly, any gift costing one hundred dollars or more in any calendar year from a public employee or public official who is a supervisor of such public employee or public official. (3) No public employee or public official shall knowingly give, directly or indirectly, any gift in violation of subdivision (1) or (2) of this subsection.

(n) No public employee or public official shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

Section 1-8. Paid consultants of the municipality.

(a)(1) No paid consultant of the municipality shall represent a private interest in any action or proceeding against the interest of the municipality which is in conflict with the performance of his duties as a consultant. (2) No paid consultant may represent anyone other than the municipality concerning any matter in which he participated personally and substantially as a consultant to the municipality. (3) No paid consultant shall disclose confidential information learned while performing his duties for the municipality nor shall he use such information for the financial interests of himself or others.

Section 1-9. Former public employees/officials.

(a) No former public employee or public official shall appear for compensation before any municipal board or agency in which he was formerly employed at any time within a period of one year after termination of his service with the municipality.

(b) No former public employee or public official shall represent anyone other than the municipality concerning any particular matter in which he participated personally and substantially while in municipal service.

(c) No former public employee or public official shall disclose or use confidential information acquired in the course of and by reason of his official duties, for financial gain for himself or others.

(d) No former public employee or public official who participated substantially in the negotiation or award of a municipal contract obliging the municipality to pay an amount of \$ 25,000 or more, or who supervised the negotiation or award of such contract shall accept

employment with a party to the contract other than the municipality for a period of one year after such contract is signed.

Section 1-10. Statements of financial interests. Filing requirements.

(a)(1) All public officials and such public employees as the Mayor [First Selectman] shall designate shall file, under penalty of false statement, a statement of financial interests for the preceding calendar year with the commission on or before the May first next in any year in which he holds such a position. However, an individual assuming such a position after March thirty-first of any year shall file for the preceding year within thirty days of assuming his or her position. Any such individual who leaves his office or position shall file a statement of financial interests covering that portion of the year during which he held his office or position. The commission shall notify such individuals of the requirements of this subsection within thirty days after their departure from such office or position. Such individuals shall file such statement within sixty days after receipt of the notification.

(b) The statement of financial interests shall include the following information for the preceding calendar year in regard to the individual required to file the statement and his spouse and dependent children residing in the individual's household: (1) The names of all businesses with which associated; (2) the names of all individuals with which associated; (3) the names of all employers; (4) all real property located with the municipality whether owned by such individual, spouse or dependent children or held in the name of a corporation, partnership or trust for the benefit of such individual, spouse or dependent children; and (5) any leases or contracts with the municipality held or entered into by the individual or a business with which he was associated.

(c) The statement of financial interests filed pursuant to this section shall be a matter of public information.

(d) Any individual who is unable to provide information required under the provisions of subsection (b) of this section by reason of impossibility may petition the commission for a waiver of the requirements.

Section 1-11. Distribution of Code.

The Town/City Clerk shall cause a copy of a plain-language guide to the Code of Ethics produced by commission to be distributed to every public employee and public official within 60 days after enactment of this code. Each public employee and public official shall be furnished a copy upon commencing the duties of his office or employment. A signed receipt for all copies shall be returned to the town/city clerk and retained on file.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: September 13, 2010
Re: Proclamation Recognizing September as Leukemia, Lymphoma & Myeloma Awareness Month

Subject Matter/Background

The mission of the Leukemia & Lymphoma Society is to provide hope and support for those battling blood cancers, through voluntary contributions that fund research and patient services.

The Connecticut Chapter of the Leukemia & Lymphoma Society has asked the Town of Mansfield to issue the attached proclamation recognizing September as Leukemia, Lymphoma & Myeloma Awareness Month.

Recommendation

Staff recommends that the Council authorize Mayor Paterson to issue the attached proclamation.

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

Move, effective September 13, 2010, to authorize the Mayor to issue the attached Proclamation Recognizing September as Leukemia, Lymphoma & Myeloma Awareness Month.

Attachments

- 1) Proclamation Recognizing September as Leukemia, Lymphoma & Myeloma Awareness Month



*Town of Mansfield
Proclamation*

Recognizing September as Leukemia, Lymphoma & Myeloma Awareness Month

Whereas, blood cancers currently afflict more than 912,000 Americans with nearly 140,000 new cases diagnosed each year; and

Whereas, leukemia, lymphoma and myeloma will kill an estimated 53,000 people in the United States this year; and

Whereas, The Leukemia & Lymphoma Society, through voluntary contributions, is dedicated to finding cures for these diseases through research efforts and the support for those that suffer from them; and

Whereas, The Leukemia & Lymphoma Society maintains two offices in the State of Connecticut to support patients with these diseases and their family members; and

Whereas, the Town of Mansfield is similarly committed to the eradication of these diseases and supports the treatment of its citizens that suffer from them; and

Whereas, the Town of Mansfield encourages private efforts to enhance research funding and education programs that address these diseases:

NOW, THEREFORE, BE IT RESOLVED, that the Town of Mansfield joins with The Leukemia & Lymphoma Society in designating the month of September 2010 as Leukemia, Lymphoma & Myeloma Awareness Month to enhance the understanding of blood related cancers and to encourage participation in voluntary activities to support education programs and the funding of research programs to find a cure for them.

Elizabeth C. Paterson
Mayor, Town of Mansfield

**TOWN OF MANSFIELD
COMMUNITY QUALITY OF LIFE COMMITTEE
MINUTES FOR JUNE 9, 2010 MEETING**

In attendance: B. Paterson, M. Nintean (town staff), J. Hintz (university staff), D. Morse, D. Keene, T. Moran, J. Fried, G. Padick (town staff). M. Hart (town staff)

1. The minutes of the May 6 meeting were approved. Moran moved, Fried seconded.
2. Fried was appointed Recording Secretary.
3. The chair and one additional member have resigned from the committee. Paterson chaired the meeting until a new chair was elected. Keene nominated Moran for chair. Paterson seconded. Morse nominated Fried. Fried did not receive a second. A brief recess was called for purposes of conversation between Moran and Fried. Fried withdrew her name. Moran was elected chair, 4 votes in favor, one abstention.
4. Comments from the public:

Kris Keufner made comments about the need to educate the public about the work of this committee and the "culture of community" in the town. He suggested that a focus on dialogue among community resident taxpayers and student renters would be more productive than focusing exclusively on regulation of unacceptable, nuisance behavior. He also expressed his belief that the public is frustrated by the format of the CQOL meetings because all citizens can do is address the committee individually. He suggested that some other form of dialogue would be more productive. His final comments suggested that the committee take a strong role in educating the community about methods for handling issues of common concern and that the committee focus on the behavior of people rather than the condition of buildings. Mike Sykowski (sp?) and Jake Friedman supported his remarks. Friedman reinforced the importance of setting up methods for landlord/tenant dialogue.
5. Items of business
 - a. Joe Briody has resigned from the committee and from his role as chair. It was suggested that the committee should thank him for his service and that a thank you note should be written. Paterson moved and Keane seconded. Moran will draft a letter to Joe.
 - b. Moran requested that volunteers who wish to apply for vacancies on the committee be encouraged to submit applications to the Committee on Committees on the town website. There was a discussion of increasing the number of members in the CQOL. Nintean reminded people of the difficulty of getting a quorum, the more members, the

more required for a quorum. The committee decided to ask the Town Council to add two alternate members who would attend meetings and could speak but not vote. If there were not enough regular members attending, the alternates could vote and a quorum maintained. Fried moved that this request be forwarded to Council. Paterson seconded. Passed unanimously.

- c. The topic of public participation in committee discussion was brought up. Various possibilities for different methods of allowing the public to speak to the committee were considered. Morse suggested that the meetings open with a 20 minute dialogue, rather than asking individuals to address the committee with no opportunity for give and take. Moran then read the Charge to the Committee, emphasizing that this committee's role is ordinance related and intended to focus on student housing in the community. She suggested that the quality of life is a function of collaboration between university and neighborhood associations, not a government responsibility. The complete text of the Charge is attached. Padick described the open discussion method used in the Planning and Zoning Committee in which the public is permitted to speak after each item on the agenda is discussed but before the committee votes. Patterson suggested that the committee experiment with different approaches. Moran asked for a motion to adopt a specific procedure initially. Fried moved and Keane seconded adoption of the method used by P&Z for the next two meetings. The public will also have the opportunity to address the committee prior to moving through the agenda. Each person will be permitted to speak for no more than 3 minutes.
- d. *Parking Ordinances* – There will be a special town meeting to discuss the proposed parking ordinances expected to occur during July. The Town Council will set the date at its meeting on June 14. The ordinance is currently suspended until a decision on the new ordinance is made. Moran encouraged all interested persons to attend the special town meeting.
- e. *Ponde Place* – Padick gave the committee an update on the status of Ponde Place. The developer and his staff have met with town staff to discuss the status of the project. The original plan was for 638 beds or approximately 180 apartments. The current plan is for 175 beds or 45 units. Currently the sewers for this development are expected to tie into the UConn sewage system and the allocation of water is still under discussion. The proposed site is adjacent to Carriage House on Hunting Lodge Road.
- f. *Nuisance House and Large Assembly Ordinances* – Both of these ordinances are currently under review by the town attorney. There is a question about the right of the government to regulate mass gatherings on private property in Connecticut. These issues are being explored as part of the process of drafting the new ordinances.

- g. Model Leases-* Hintz distributed a draft of information to be included on one page of the Off Campus Housing Website regarding support for landlords who are drafting leases to use with students. Hintz believes that it is more productive to give landlords sample language for clauses in each lease than to draft entire sample leases. The webpage will also include sample oil agreements, move in/out checklists, relevant state statutes, local ordinances and other helpful information. The site is still under construction. Committee members thanked Hintz for the work he is doing. Moran commented on the work that the Housing Authority staff does in helping landlords and tenants address problems and develop mutually satisfactory solutions. Morse asked if the student conduct code of the university can be referenced in leases as an additional level of accountability for student renters. Several members suggested that there is an important role for a landlords' association to play in maintaining the quality of life in neighborhoods where students live and to enhance communication among themselves and between them, the renters and the town government.
5. Morse moved for adjournment. Paterson seconded. Meeting adjourned at (I didn't notice the time).

Respectfully submitted,
Jane Fried, Secretary

TOWN OF MANSFIELD
Ethics Board
Thursday, June 3, 2010
Audrey Beck Municipal Building, Conference Room B

Minutes

Members Present: Nancy Cox (Chair), David Ferrero, Saul Nesselroth, Mike Sikoski,
Win Smith, Nora Stevens

Staff Present: Maria Capriola, Assistant to Town Manager

The meeting was called to order at 4:33pm.

I. PUBLIC COMMENT

None.

II. UPDATE ON PERSONNEL COMMITTEE REVIEW OF ETHICS CODE

Ms. Cox provided an update to the Board.

III. UPDATE ON PENDING FOI CASES

Ms. Cox and Ms. Capriola provided an update to the Board as well as next steps.

IV. COMMUNICATIONS

No discussion.

V. APPROVAL OF 2/4/10 MINUTES

Mr. Smith made a motion, seconded by Mr. Sikoski to adopt the minutes of 5/6/10. The motion passed unanimously with no objections.

Ms. Cox asked Board members if they had any other items of business to add before adjourning. Mr. Sikoski stated that he would like to discuss a concern that he had with the presence of Board members during the Town Council meeting of May 24th. Ms. Cox commented on the matter; no action was taken as there was no second to Mr. Sikoski's motion.

VI. ADJOURNMENT

The meeting adjourned at 4:54pm. The Chair will notify Board members if the summer meetings (July, August) are cancelled.

Respectfully Submitted,
Maria E. Capriola, Assistant to Town Manager

**TOWN OF MANSFIELD
TOWN COUNCIL
Ad hoc Committee on Ordinance Development and Review
Thursday, July 29, 2010
Audrey P. Beck Municipal Building
Conference Room B
7:30 am**

DRAFT MINUTES

1. Call to Order/Roll Call

Ms. Keane called the meeting to order at 7:34 AM

Members present: P. Kochenburger, D. Keane, M. Lindsey

Guest(s): J. Jackman

2. Minutes:

D. Keane moved and P. Kochenburger seconded that the minutes of July 22nd be approved as drafted. The motion carried unanimously

3. Draft Ordinance: Proposed Amendments to the Fee Schedule for Fire Prevention Services

Committee members and staff reviewed proposed revisions to the previously distributed draft ordinance. Particular attention was given to: fees as they would impact small businesses and not for profit organizations.

Deputy Chief/Fire Marshal Jackman was asked to consult with the Finance Department to determine if there was a reasonable means of defining small business and or small not for profits. Jackman will report his findings at the next committee meeting.

After discussing potential next steps, Committee members agreed that they needed an additional meeting to discuss the potential impact of the ordinance, and that they would like to give the Town Manager an opportunity to provide a management perspective.

4. Future Meetings

Committee members would like to schedule the next meeting of the Ad hoc Committee on Ordinance Development and Review during the week of August 9th. Staff will check availability of Committee members prior to posting agenda.

5. Adjournment

The members adjourned the meeting at 8:32 AM.

Respectfully submitted,

John Jackman
Deputy Chief/Fire Marshal

TOWN OF MANSFIELD
Sustainability Committee
Minutes of the Meeting
July 28, 2010

Present: Stoddard, Miller, Matthews, Lennon, Walton (staff)

The meeting was called to order at 7:04 p.m. by acting chair, Lynn Stoddard.

The June 23, 2010 minutes were reviewed.

Walton distributed information from the recently completed 2008-2009 small town carbon calculator. The information will need to be reviewed by staff before the sustainability committee can begin comparing 07/08 and 08/09 reports.

The committee reviewed Stoddard's 7-7-10 draft of "Sustainability Considerations for School Siting". Miller suggested adding traffic impacts under the "Other Considerations" heading. After that edit is made, Walton will distribute a second draft to the committee for a final review. The goal is to include "Sustainability Considerations for School Siting" on the Board of Education's September meeting agenda. Stoddard and Matthews offered to present the information at the Board meeting.

Matthews drafted the sustainability committee's first year progress report. Members agreed that the report should be used for the committee's presentation to Town Council after some editing. Walton will distribute a second draft for the committee to review and comment on.

Walton reported that the Town applied for the Climate Showcase Communities grant, which was mailed out on July 22, 2010. As discussed at last month's meeting, the application proposed beginning a joint Town/UConn electric car sharing program complete with charging stations powered by a photovoltaic system. It also included a community-based social marketing program to promote car sharing and shift the cultural attitude around the "necessity" of car ownership.

Stoddard stated that *Clean Air - Cool Planet* has a Community Catalyst Fund to support small projects, such as publicizing the Community Center's energy initiatives that include a photovoltaic system, co-generation heating and pool cover. Committee members were asked to think of other ideas and consider applying for a grant.

Stoddard reported that on October 10, 2010 the organization 350.org will be hosting a Global Work Party for communities to do something that will help deal with global warming. Committee members were asked to bring their ideas on work projects to the next meeting.

The next meeting is scheduled for August 25, 2010.

The meeting was adjourned at 8:15 pm.

Respectfully Submitted,

Virginia Walton
Recycling/Refuse Coordinator

Cc: Members, file, Town Manager, Town Clerk

Minutes
Parks Advisory Committee Meeting
May 5, 2010
MANSFIELD COMMUNITY CENTER CONFERENCE ROOM
7:30 pm
Chair: Sue Harrington
Secretary: Al Montoya

- I. Welcome
- II. Attendance—No quorum

TOWN OF MANSFIELD
Energy Education Team
Minutes of the Meeting
July 20, 2010

Present: Britton (chair), Williams, Nash, Walton (staff), Spurlock

The meeting began at 7:10 p.m.

The minutes from the May 25, 2010 meeting were reviewed and accepted.

Walton reported that at the June 23, 2010 meeting the sustainability committee recommended that the Town re-apply for the EPA's Climate Showcase Communities grant. Like last year's application, the Town will be seeking funds to start a solar-powered electric car sharing program located in Storrs Center. The sustainability committee will develop a "Sustainability Considerations for School Siting Matrix" in order to provide guidance for the school building committee should they start identifying locations for new school structures.

Williams gave a 20by2010 Clean Energy Google Group report. She circulated an updated "Home Energy Resource Sheet." Of special interest are low-interest loans that are now available through the Home Energy Solutions program. Williams will create a press release about the loans.

Three of the Mansfield energy challenge households have turned in their electrical information. A preliminary comparison was made of their energy reductions and Walton shared some of the creative ways households set about doing so. Walton will contact the remaining households to turn in their energy information so that at the next meeting, the winning households can be selected.

Spurlock reported that at the July 10 Storrs Farmers Market 11 households signed up for CleanEnergyOptions. Loxsom, Britton, Millius, Hoyle and Spurlock attended three of the farmer's markets in June and July and got a total of 12 sign-ups. Spurlock stated that Jim Iacovelli, from Community Energy, was at the July 10 market. His marketing strategy and sign-up form is simple and straight forward. Walton has asked for a copy of the sign-up form. Iacovelli will attend the farmer's market on August 21 and the Know Your Town Fair on September 11, 2010. It was suggested that story time at the library is a good venue for getting clean energy sign-ups. Jim will be invited to attend an upcoming energy education meeting to share his approach. With the 12 sign-ups, the Town will have earned 500 points. Walton will contact the Connecticut Clean Energy Fund to start the bid process for the 4 additional kilowatts on EO Smith's roof. To date, 7.6% of (424) Mansfield ratepayers are signed up for CleanEnergyOptions. There was discussion about having a simple flow chart that illustrates the difference between energy suppliers and generators. Walton will contact Roger Smith - he may have a chart.

Walton reported that the Department of Energy awarded nearly \$4.2 million to the Neighbor to

Neighbor energy challenge grant, which should begin in the fall of 2010. Mansfield is one of 14 towns that will benefit from this grant. Walton distributed the neighbor to neighbor talking points. The grant focuses on using community-based social marketing strategies to reduce energy consumption.

Nash reported that he spoke to Ed Austin, chair of the Juniper Hill Village board of directors. Sunlight Solar will begin installation of a 50 kilowatt photovoltaic system on Juniper Hill Village's roof in the fall. While there is incentive money available, Nash will speak to the Mansfield Center for Nursing and Rehabilitation about solar thermal systems.

Britton reported that the solar lease program has restarted for owner-occupied residential buildings. The program is resuming after tabulating the original funds. There is enough money left to install photovoltaic systems on about 100 more homes; however, the incentive is not as good as the first round of the solar lease program.

The next meeting is scheduled for August 17, 2010. Wrap-up of the Mansfield energy challenge will be on the August meeting agenda.

The meeting was adjourned at 8:35 pm.

Respectfully Submitted,

Virginia Walton
Recycling/Refuse Coordinator

Cc: Lon R. Hultgren, Director of Public Works, Members, file, Town Manager, Town Clerk

Town of Mansfield
CONSERVATION COMMISSION
Meeting of 21 July 2010
Conference B, Audrey P. Beck Building
MINUTES

Members present: Joan Buck (Alt.), Robert Dahn (from 7:50p), Neil Facchinetti (Alt.), Quentin Kessel, Scott Lehmann. *Members absent:* Peter Drzewiecki, John Silander, Joan Stevenson, Frank Trainor.. *Others present:* Grant Meitzler (Wetlands Agent); Stephen Baker (homeowner) and Fran Raiola (Fire Marshall's office) regarding W1459.

1. The meeting was **called to order** at 7:32p by Chair Quentin Kessel, who welcomed new alternate members Joan Buck and Neil Facchinetti to the Commission.
2. The draft **minutes of the 19 May meeting** were approved as written; the draft **minutes of the 16 June meeting** were approved with minor editorial changes.

3. IWA referral: W1459 (Baker, Thornbush Rd.) Mr. Baker's house is in the Willimantic River flood zone and has had a history of insurance claims for water damage. He has received a FEMA 90:10 grant to raise the finished level of the house 3' above the 100-year flood level. This will be done by jacking up the existing house and pouring a new foundation underneath. Its walls will have openings, allowing flood-water to flow into (and out of) empty basement space to counteract buoyancy.

The IWA referral covers a proposed 60' x 10' porch on the front of the house (which is within 150' of wetlands), supported by 6x6 posts anchored to concrete pilings. The Commission agreed that this project was unlikely to have any significant wetlands impact (motion: Facchinetti, Buck; all but Dahn – who was not yet present – voting affirmatively). Mssrs. Baker and Raiola left the meeting.

4. Committee on Committees meeting. On 19 July, Kessel and Lehmann met with the Committee on Committees regarding the Town Council's "Policy regarding advisory committees' communications with outside agencies." This policy requests that comments from advisory committees on issues of "town-wide importance" be communicated to "the Town Council or Town Manager and not to State or private parties."

The Committee appeared to concede that the stated rationale for the policy – to eliminate "confusion over the Town's position" – would be served by a less onerous requirement that communications with outside agencies state that the views expressed were those of the advisory committee and not necessarily the Town. However, the Commission was unable to secure any relief from the policy. Kessel argued that it hampers the Commission's ability to respond in a timely way to issues of concern, but the Committee didn't see why a letter to the DEP (say) couldn't be copied to the Town Manager or Town Planner before being sent. Kessel agreed to do give this a try.

5. CL&P Interstate Reliability Project. The PZC has been asked by residents of Hawthorne Lane to approve relocating CL&P's right-of-way (ROW) closer to Bassetts Bridge Road so that trees on their properties would not be cleared to make way for CL&P's proposed new 345 kV line. The new ROW would include the Hawthorne Lane cul-de-sac and 0.35 acres of conservation easement. After some discussion, the Commission unanimously agreed (motion: Kessel, Lehmann) to offer the following comments:

- The Commission does not understand why the Town should give up a 0.35 acre conservation easement to provide approximately 2.5 acres of easement-free land to the Hawthorne Lane homeowners. Accordingly, the Commission suggests that a conservation easement be granted to the Town on land removed from the present ROW as a condition of approving its relocation.
- The Commission observes that the proposed relocation is supported by those with the most to gain from it, and hopes that the PZC will solicit opinion from other nearby landowners before making a decision.
- The Commission is disappointed that CL&P continues to prefer this route through northeast Connecticut to less environmentally costly alternatives and to prefer a second column of poles to a single pylon installation requiring less additional tree-clearing.
- It is unclear to the Commission why the area to be cleared through Mansfield Hollow State Park need extend beyond the currently cleared area shown on CL&P's map.

6. Swan Lake discharge. DPH has granted a "Stormwater Discharge Permit" for erosion-control improvements at the Swan Lake outfall above Valentine Meadow. These improvements could enable the outfall to handle increased storm flows from UConn's proposed diversion of runoff from 44 acres in the Eagleville Brook watershed to the Fenton River watershed. However, this diversion would require a DPH permit, and it's hard to see how one could legally be granted, since it would approve discharging polluted water into a public water supply watershed.

7. Agronomy Farm. Residents of Storrs Heights participated in a productive Q&A session on turf research at the UConn Agronomy Farm during the 8 June Town-Gown Committee meeting. They are preparing follow-up questions for the Committee's 10 August meeting.

8. Adjourned at 8:55p. Next meeting: 7:30p, Wednesday, 18 August 2010

Scott Lehmann, Secretary, 26 July 2010; revised 16 August; approved 18 August 2010.

DRAFT



MINUTES
MANSFIELD ADVOCATES FOR CHILDREN
Wednesday, September 1, 2010
6:00-8:00 PM
Council Chambers- Town Hall

PRESENT: K. Grunwald (staff), J. Higham, S. Baxter (staff), E. Gresh (staff), J. Goldman, J. Stoughton (co-chair), G. Bent (co-chair), C. Guerreri, V. Fry, L. Dahn, M. LaPlaca, MJ Newman, L. Young, P. Braithwaite, J. Suedmeyer (United Way), R. Leclerc (staff), A. Bloom
REGRETS: L. Holle, D. McLaughlin, S. Daley, K. Paulhus

TOPIC	DISCUSSION	OUTCOME/ ACTIONS
Actions needed and Announcements	<p>-Welcome: G. Bent called the meeting to order at 6:08 PM and introduced new MAC member Mark LaPlaca.</p> <p>-Adopt minutes of August 4, 2010</p> <p>-Announcements: Form created for the Monthly Financial Report was distributed as negotiated with the United Way. This report will be provided to members monthly. A budget revision has also been done.</p> <p>G. Bent asked for members to indicate where they would like to spend their time at the following <u>Local Events</u>:</p> <p>Know Your Towns Fair 9/11/10: no volunteers. Festival on the Green (MJ Newman has developed an interactive game for children) 9/12: recommendation that this is the best event for MAC's involvement.</p> <p>Farm to Table Event 9/28/10: G. Bent reported that the Executive Committee decided that MAC will not provide funding for the event but will provide volunteers. K. Grunwald encouraged members to obtain tickets early if they are interested in attending.</p> <p>UConn Work Life Expo 10/7/10 9:00-3:00PM -- G. Bent</p>	<p>Minutes were adopted as written.</p> <p>Decided that we will not have a table at Know Your Towns Fair. Contact Gloria or Sandy if interested in volunteering for the Festival.</p> <p>Contact Gloria or Sandy if you are interested in volunteering.</p> <p>Materials will be</p>

	asked if MAC could partner with other Early Care providers at their table; provide handouts. J. Goldman questioned whether or not there is value in attending.	provided to the Centers for distribution.
Ice Breaker	Group Exercise: K. Grunwald led the group in an exercise based on Appreciative Inquiry: "Think about a time when you felt totally engaged and aligned with the work of MAC."	
Decision Making –Self Assessment	MAC Decision Making –Community Decision Making Model: J. Stoughton reviewed results of the self-assessment and explained the Graustein model for community decision making. The model for a collaborative is not necessarily hierarchical: provides an opportunity for members of a community to work together to achieve results. Responsibility for decision-making should emanate from the collaborative, although the group may decide to pass the responsibility on so that something can happen at an executive level. Teams also have a responsibility to decide when decisions need to be moved, and communication with the larger collaborative is critical for this. Trust is also important in this process in terms of trusting that Team Leaders represent the group effectively at the Executive Council. C. Guerreri added that the organizational chart is a good reminder that we are not a hierarchy, but the collaborative is at the core. We also need to accept that not all decisions need to be made by the collaborative. While consensus is a preferred way of operating, we can get bogged down when there is a lot of disagreement. The responsibility of the Chairs is to make sure that decisions don't languish, but that there is some action that is taken. A. Bloom clarified that in the self-assessment tool the answers for decision-making were reversed in terms of the rating scale, and the responses were actually very positive. MJ Newman said that the Executive Council did understand this, but this was not reflected in the analysis. J. Higham clarified that the topic was already on the table, which is why the Council wanted to introduce a model for decision-making. S. Baxter asked that individual members work through team leaders if they feel that the discussion has ended prematurely. Questions to Team Leaders if time runs out	Team Members see that any further questions are communicated to their team leader if time runs out in the larger MAC group to discuss a decision.
MOA's	MOA's What's comes before and how to develop one Make Action Plans detailed	Discussed at last month's meeting.

Team Assignments	Work on Action Plans –be specific Story behind the numbers must come first MOAs: does your team have enough; are they specific enough? Team Meetings	Teams need to identify that they have all of the MOA's that they need, and that they are specific enough.
------------------	---	---

Meeting adjourned to Team Meetings at 6:56 PM.

Respectfully submitted,
Kevin Grunwald

COMMUNICATIONS ADVISORY COMMITTEE
JUNE 21, 2010

Members Present : Patrick McGlamery, Leila Fecho, Richard Pellegrine, Aline Booth, Ronald Schurin, and staff Jaime Russell.

The meeting was opened at 10:10 a.m. in Conference Room C. Aline Booth moved that Patrick McGlamery be elected chairman because the committee has been informed that Leila Fecho has been appointed as an alternate. The motion was seconded and passed unanimously.

The minutes of the May 17, 2010 meeting were approved.

There was no public comment.

Old Business

Committee membership status. Patrick noted that his membership on the committee has been extended until March 24, 2013. Leila Fecho is an alternate until March 24, 2010. There are still two regular vacancies on the committee.

Input to the Town Council. The committee reviewed the draft by Ronald Schurin and made some suggested clarifications and changes before it is sent to the Town Council.

There was no new business, no reports, nor any communications.

The next meeting was scheduled for Monday, August 23, 2010 at 10:15a.m.

The meeting was adjourned at 11:45 a.m.

Secretary Pro Tem
Aline Booth

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TOWN OF MANSFIELD
OFFICE OF THE TOWN MANAGER



Matthew W. Hart, Town Manager

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

September 9, 2010

Mr. Bruce Clouette
483 Woodland Road
Storrs, CT 06268

Re: Appointment to Emergency Management Committee

Dear ~~Mr. Clouette~~: *Bruce*

This letter is to confirm your appointment to the Emergency Management Committee for an initial term to expire on August 31, 2012.

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

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

Sincerely,

A handwritten signature in cursive script, appearing to read "M. Hart", is written over the word "Sincerely,".

Matthew W. Hart
Town Manager

Cc: Town Council
Mary Stanton, Town Clerk

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TOWN OF MANSFIELD
OFFICE OF THE TOWN MANAGER



Matthew W. Hart, Town Manager

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(860) 429-3336
Fax: (860) 429-6863

September 9, 2010

Mr. Peter A. Drzewiecki
17 Candide Lane
Mansfield, CT 06268

Re: Reappointment to Conservation Commission

Dear Mr. ~~Drzewiecki~~ *Peter*:

I am pleased to reappoint you to the Conservation Commission, for a new term to expire on August 31, 2013.

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

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

Sincerely,

Matthew W. Hart
Town Manager

Cc: Town Council
Mary Stanton, Town Clerk

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Number 10-60

August 30, 2010



Legislative Update

Item #12



THE VOICE OF LOCAL GOVERNMENT

Governor Requests State Agencies to Submit Budgets Containing 15% Decrease for FY 13

Agency Proposals Will Inform Governor Rell's Budget Proposal to New Governor
Your Action Needed

Brenda Sisco, Secretary of the Office of Policy and Management (OPM), has issued a memo to all state department/agencies to submit budget reduction options totaling 15% of their FY 2012 current services budget request. She asks them to consider certain criteria when making determinations, including whether the agency can demonstrate the effectiveness of a program, which services does the agency provide that are outside of its core mission, and whether there is a more efficient way to deliver services. Agencies must submit their budgets to OPM by Friday, September 24.

The Secretary urges agencies to give consideration to "potential mergers and program consolidation" as a cost saving mechanism. She is also allowing agencies to submit "revenue options where the cost benefit is clearly beneficial to the state, particularly those options for maximizing current revenue streams".

OPM will use the proposals by agencies to devise Governor Rell's FY 13 biennial budget recommendation to the new Governor, who will submit his own budget proposal to the 2011 General Assembly. The new governor takes office in January.

Your Action Needed

Contact selected agency heads (see enclosed list) right away.

Tell them:

- ⇒ To avoid agency cut options that would be harmful to struggling towns and cities.
- ⇒ When you take into account the almost \$100 million in municipal aid cuts already enacted this biennium, and the State supplanting \$543 million in state-funded municipal aid with one-time federal funding, the State has reduced its support of municipal aid by \$639 million in the biennium.

If you have any questions, please contact Gian-Carl Casa (gcasa@ccm-ct.org), Ron Thomas (rthomas@ccm-ct.org) or Jim Finley (jfinley@ccm-ct.org), at 203-498-3000.

Enclosure

This bulletin has been sent to all CCM-member mayors, first selectmen and town/city managers.



900 Chapel St., 9th Floor, New Haven, Connecticut 06510-2807
Phone (203) 498-3000 • Fax (203) 562-6314 • www.ccm-ct.org

THE VOICE OF LOCAL GOVERNMENT

Selected Agency Heads and Contact Information

The Honorable Joan McDonald
Commissioner
Department of Economic and Community Development
505 Hudson Street
Hartford, CT 06106
(860) 270-8010
joan.mcdonald@ct.gov
(Services: CDBG Small Cities Grant, housing and economic development assistance)

The Honorable Mark K. McQuillan
Commissioner
Department of Education
165 Capitol Avenue
Hartford, CT 06106
(860) 713-6543
mark.mcquillan@ct.gov
(Services: education grants, K-12 education standards)

The Honorable Amey Marrella
Commissioner
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106
(860) 424-3009
amey.marrella@ct.gov
(Services: waste management, air management, water protection)

Jeffrey J. Morrissette
State Fire Administrator
Commission on Fire Prevention and Control
34 Perimeter Road
Windsor Locks, CT 06096
(860) 627-6363
jeff.morrissette@po.state.ct.us
(Service: mitigate the effects of fire and disasters)

Thomas E. Flaherty
Executive Director
Police Officer Standards and Training Council
285 Preston Avenue
Meriden, CT 06450-4891
(203) 427-2601
ThomasE.Flaherty@po.state.ct.us
(Service: train police officers)

The Honorable Brenda Sisco
Acting Secretary
Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106
(860) 418-6500
brenda.sisco@ct.gov
(Services: grants-in-aid, smart/responsible growth)

The Honorable J. Robert Galvin, M.D., M.P.H., M.B.A.
Commissioner
Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
(860) 509-7101
robert.galvin@ct.gov
(Service: assist and advise local and regional health departments)

The Honorable Richard Nicholson
Commissioner
Department of Revenue Services
25 Sigourney Street, Suite 2
Hartford, CT 06106
(860) 297-5612
richard.nicholson@po.state.ct.us
(Service: collection of tax revenues; possible flow-thru for municipal revenue enhancement)

The Honorable Jeffrey A. Parker
Commissioner
Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
(860) 594-3000
jeffrey.parker@ct.gov
(Service: Town Aid for Roads-TAR)

CCM 8/10

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STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
INTERGOVERNMENTAL POLICY DIVISION

August 5, 2010

Cherie Trahan
Director of Finance
Town of Mansfield
4 S. Eagleville Road
Storrs, CT 06268

Re: LoCIP Project Number 078-10-010

Dear Ms. Trahan:

I am pleased to inform you that your application for a Local Capital Improvement Program (LoCIP) grant in the amount of \$174,491.00 has been approved by the Office of Policy and Management for the following project:

Road Resurfacing Program. List of roads where work was performed and expenditure documentation required prior to reimbursement.

This project has been certified to be consistent with your five year Capital Improvement Plan.

Reimbursement will be sent to your Municipal Treasurer upon receipt of your Reimbursement Request accompanied by documentation of the expenditure and availability of funding.

As indicated in the LoCIP application instructions, you are requested to maintain a detailed accounting record of the project. Please identify the grant by the LoCIP project number shown above.

I look forward to a continuing state/municipal effort to improve municipal infrastructure. If you have any questions concerning this matter, please contact my staff at 418-6293.

Sincerely,

A handwritten signature in black ink, appearing to read "MJC", written over a horizontal line.

Michael J. Cicchetti, Acting Undersecretary
Intergovernmental Policy Division

cc: Treasurer

Mr. Matthew W. Hart, Town Manager

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August 12, 2010
Via email

Ms. Jennifer Kaufman
10 South Eagleville Road
Mansfield, CT 06268

Subject: National Recreational Trails Program *Grant Award Notification*
FY 2010 Grants – Connecticut

Dear Ms. Kaufman:

I am pleased to inform you that the Federal Highways Administration (FHWA), with the recommendation of The CT Recreational Trails Advisory Board has approved your proposal entitled "**Bicentennial Pond Recreation Area**" for funding in the amount of \$23,600.00. In the coming weeks we will begin the contracting process. You will receive a package in the mail including processing instructions and 2 copies of a contract for signatures that will have to be returned to DEP.

Please note that you will not be reimbursed for work done on this project until you get an official DEP contract number. However, you may begin to track and document your 20% matching contribution up to 18 months prior to your official contract date.

Please call me with any questions.

Laurie

Laurie Giannotti, CPG
Recreational Trails & Greenways Program
Department of Environmental Protection
79 Elm Street, Hartford, CT 06106-5127
Phone: 860-424-3578
Email: laurie.giannotti@ct.gov

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Item #15

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I
GRANTS MANAGEMENT OFFICE
5 POST OFFICE SQUARE, SUITE 100, OARM16-2
BOSTON, MASSACHUSETTS 02109-3912

July 21, 2010

Matthey W. Hart, Town Manager
Town of Mansfield
4 South Eagleville Road
Storrs, CT. 06268

Re: EPA Grant #: SB 97 1101-01 -2

Grant Title: Voluntary Diesel Retrofit Program

Project Start Date: January 1, 2008
EPA Funds: \$246,600.00

Project End Date: March 31, 2010
Recipient funds: \$12,365.00

Dear Mr. Hart,

This is to acknowledge receipt and acceptance of all reports required to closeout the above Assistance Agreement. According to EPA Administrative Regulations, records of this agreement must be maintained for (3) three years from the date of the accepted final financial status report.

This project is considered closed unless any litigation, claim or audit is started before the expiration of the retention period. All appropriate records must be maintained until all actions are completed and issues resolved.

We appreciate your participation and efforts in this program.

Sincerely,

Monique B. Dillon

Monique B. Dillon, Grants Specialist
Grants Management Office
Office of Administration & Resource Management

Cc: Virginia D. Walton, Program Manager
Cynthia Veit, Project Officer, (OEP05-2)

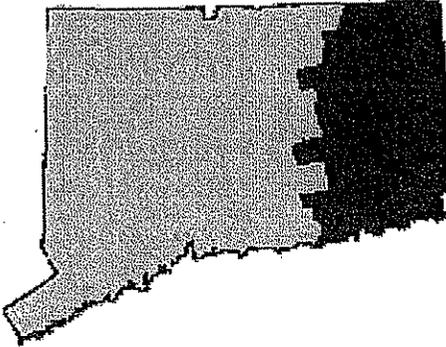
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AUG 10 2010

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EASTERN CT WORKFORCE INVESTMENT COUNCIL OF CHIEF ELECTED OFFICIALS

Item #16

HTTP://WWW.EWIB.ORG



Chairman

Joseph Jaskiewicz
(Montville)

Vice-Chairman

Edward Haberek, Jr.
(Stonington)

Secretary/Treasurer

Joyce Okonuk
(Lebanon)

Members

Brian Sear
(Canterbury)

Richard Matters
(Franklin)

August 18, 2010

TO: Elizabeth Patterson, Mayor
Town of Mansfield

FROM: Joseph Jaskiewicz, Chairman
Edward Haberek, Jr.
Joyce Okonuk
Richard Matters
Brian Sear

SUBJECT: Eastern Region Workforce Support System Update

As you know the effects of the Recession have taken their toll on numerous residents and families in our community. The purpose of this memo is to update you on the workforce support efforts to-date made by our region's 3 COGs as a result of our coordinated partnership with the Eastern Workforce Investment Board (EWIB) to serve the 41-town region. The outline below summarizes the information contained in the bi-monthly reports we provide to you throughout the year in your COG mailing packages. Should you have any questions, please feel free to contact any of us directly, or John Beauregard, Eastern CT Workforce Investment Board (EWIB) Executive Director, either by phone: (860) 859-4100 x14, or by e-mail: beauregardj@ewib.org.

▪ **Eastern Region Summary:**

- This year, 12,864 people have come through our 4 CTWorks-East Centers (Danielson, New London, Norwich, & Willimantic)
- \$2,200,015 in Tuition assistance was awarded to 511 unemployed workers who sought to return to school
- An additional 1,028 residents were awarded on-line learning licenses to upgrade their skills
- We provided group workshops on various Job Search topics to over 11,000 residents
- \$356,000 in Support Services went to families of Dislocated Workers for Day Care & Transportation costs
- 96,000 rides provided to low-income workers as part of our regional Transportation-to-Work program
- 635 summer jobs provided to area youth this summer are adding \$971,784 in wages into our economy
- Awarded \$350,000 in matching funds to regional employers that are investing in skill upgrades to benefit more than 800 area workers

▪ **More Information:** - Please visit (www.ewib.org) to find out more about these or other new initiatives in 2010-11.



108 NEW PARK AVENUE ~ FRANKLIN, CT 06254 ~ PH: (860) 859-4100 ~ FAX: (860) 859-4111

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Northeast CT Economic Alliance

An Economic Development Corporation

The Northeast CT Economic Alliance provides business loans and business advice to startup and existing companies that have been unable to secure credit through conventional sources.

The Northeast Alliance serves 21 towns in Windham, Tolland, and New London counties:

- Ashford • Brooklyn • Canterbury • Chaplin
- Columbia • Coventry • Eastford
- Hampton • Killingly • Lebanon • Mansfield
- Plainfield • Pomfret • Putnam • Scotland
- Sterling • Thompson • Union • Willington
- Windham • Woodstock

For these 21 towns, the Northeast Alliance provides business loans from two funds: a **Regional Revolving Loan Fund** devoted to economic development in northeastern Connecticut, and a **Small Cities Loan Fund** managed by the Alliance.

Generally, these business loans range in size from \$5,000 to \$50,000. Targeted businesses are small to medium in size, having 50 or fewer employees. The Northeast Alliance has the risk tolerance to do business with startups and business loan applicants that may have been declined financing by banks and/or other financing entities.

Roberta Dwyer, Executive Director
Located at the Corner of
Valley & High Streets • Willimantic, CT
 860-465-5141
www.nealliance.com
rdwyer@nealliance.com

NEW \$500,000 Revolving Loan Fund

This loan fund is only available to businesses located in:
 Killingly • Mansfield • Plainfield • Putnam • Thompson • Windham

Funds may be used for any of the following, particularly where jobs will be **created and/or retained**: acquisition, construction, conversion, enlargement, or repair of a business or business facility, the purchase or development of land (easements, rights of way, buildings, facilities, leases), Equipment & Machinery, Leasehold improvements, Start-up Costs, Working Capital, Pollution Control & Abatement, Transportation Services, Feasibility Studies, Hotels, Motels, B&Bs, Convention Centers. Refinancing of debt may be considered.

- **Maximum financing** – 75% of project or \$150,000.00, whichever is less
- **Application Fee** – \$250.00
- **Rates & Points will be set according to risk:**
 Rates are currently 7.50% - 10.00%
 Points are currently from 0 to 6, depending on the application

Term will be negotiated between the Northeast Alliance and the client. The term will be reasonable and prudent considering the purpose of the loan, expected repayment ability of the client, and the useful life of the collateral, as well as term limits set by the Alliance.

- Real Estate – 5 to 20 years
- Equipment – 3 to 7 years
- Start-up Expenses – 3 to 5 years
- Working Capital – 3 to 5 years
- Leasehold/Capital Improvements – 3 to 7 years

Priorities in regard to loans originated with these funds are as follows:

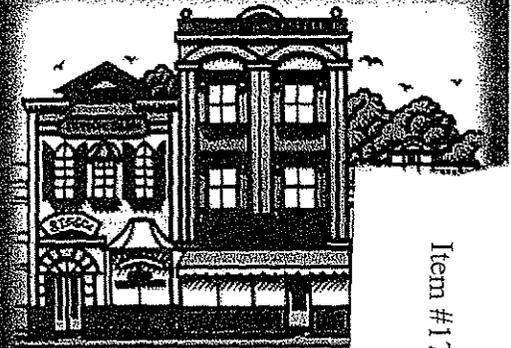
- Loans that increase economic activity
- Loans that increase job creation and retention
- Loans that will reduce the overall poverty rate
- Loans that support practical community projects to promote economic development within the six town service area

Criteria for Eligible Loans. Proposed company must:

- Reside in the service area
- Be duly filed with the State of Connecticut as a business entity
- Provide a current viable business plan
- Generally not be able to obtain conventional financing
- Provide evidence that job creation/retention will be a result of loan financing
- Establish an economic benefit to the community/region
- Borrowers will need to certify that 30% of individuals hired will be members of families with incomes below the poverty line.

What does the Northeast CT
 Economic Alliance
 require from a loan applicant?

- **Loan Application**
 Complete description of loan purpose
- **Personal Financial Statement**
 For each principal
- **Personal Tax Returns**
 3 years for each principal
- **Business Financial Statements**
 2 years (if available) plus YTD
 - a. Complete list of all business assets
 - b. Balance Sheet and Profit & Loss Statements (Year-end and Year-to-date)
 - c. Current Accounts Receivable and Accounts Payable Aging Statements
- **Business Tax Returns**
 3 years (if available)
- **Business Plan**
 3 years – Pro forma if a new business
 - Income Statement**
 (Profit & Loss statement)
 - a. First year by month
 - b. Second and third year by quarter
 - Cash Flow Summary**
 - a. First year by month
 - b. Second and third year by quarter
- **Application Fee** - \$250.00
- **Other information as required.**



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8/24

Firm close to decision on senior housing

By MIKE SAVINO
Chronicle Staff Writer

MANSFIELD — The preferred developer for a proposed assisted living center hopes to know within the next two months if the company plans to go forward with the project, the company's president told the town council Monday.

Masonicare President Stephen McPherson told the council the decision will need to come from the company's board of directors.

He was at Monday's meeting to talk about the current state of Masonicare's plan to build a senior living complex for possibly more than 100 residents, with some of the units providing assisted living.

Town officials and a company spokesman had said as recently as last month they anticipate the company will pick up an option on a purchase agreement for a site on Maple Road.

McPherson, though, declined to take a stance when pressed on the issue Monday.

The council asked for the meeting after a number of senior residents recently raised concerns about a lack of progress, but McPherson said the project has come to a halt because of a tough housing market.

"The world events have changed quite a bit since the summer of 2008," he said, referring to when the council selected Masonicare as its preferred developer.

The town began studying the need for assisted living in 2007 and when the study showed the surrounding community could support such a project, the council selected the Wallingford-based, nonprofit health-care provider.

Town officials told the council the designation means the town will work with Masonicare to facilitate the project, but will not provide any funding or exempt the company from any land-use requirements.

"We were looking for an organization that would join us" and view the town as a partner, Mansfield Human Services Director Kevin Grunwald said.

Susanna Thomas, who sat on the advisory committee that recommended Masonicare to the council, said the committee wanted a developer that would work with the current resources in town, not seek to replace them.

Masonicare has identified a site on Maple Road near the senior center and the Mansfield Center for Nursing and Rehabilitation.

McPherson said the company has not made any other progress because of a stagnant economy.

He said Masonicare has put a "number of projects" on hold during the last two years and an apartment complex finished in the summer of 2009 is the only one the company has completed in that time.

The slowdown, which McPherson said is occurring for all senior-living developers, is due to a combination of factors, including the difficulty for anyone to get loans for construction.

He said Masonicare also relies on its own investment portfolio — which has struggled recently — to help fund some projects, while borrowing costs have increased for those who can get approvals.

McPherson said Masonicare wants to develop in the area, but will need to decide before the end of the year if it wants to exercise an option to purchase the proposed site.

The board of directors will decide in the next 30 to 45 days whether it will exercise that option, he added.

The council agreed to maintain the current status — with Masonicare as the preferred developer — until Oct. 25, at which point the council hopes to know Masonicare's intention.

Councilman William Ryan said the council should ask for another meeting with Masonicare, noting a number of seniors attended Monday's meeting to listen to the discussion.

"This is a project that many people want to see go forward," he said, and other councilmen agreed on the amount of interest in an assisted living center.

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Opinion 9/1

Chronicle

Lucy B. Crosbie
President

Kevin Crosbie
Publisher

Charles C. Ryan
Editor

Editorial

Water will impact Mansfield's future

The drought advisory issued by the University of Connecticut on Aug. 13 is the eighth drought or water advisory alert issued by UConn in just six years. Despite recent rains it remains in effect.

To be sure, other water systems have issued conservation alerts as this dry summer approaches an end, and the governor has urged everyone to conserve water.

But the number of advisories and alerts UConn has issued in recent years is evidence of how fragile the university water system is and how often it operates close to its maximum capacity during the summer months.

The university has started to implement some of the recommendations included in a 241-page water master plan prepared in 2007 by the engineering firm of Milone and MacBroom.

While the efforts are a start — and a good one — UConn still has a long way to go before it can ensure a constant supply of clean water to the main campus, the Depot campus, municipal users and the 200 private homes that depend on it.

Despite claims in its 2006 “Drinking Water Supply Report” that the system’s 7.5 million gallons of storage capacity is “ample,” the latest drought alert shows the system leaves a lot to be desired.

The eventual, if not imminent, construction of Storrs Center has the potential to strain the current system far beyond its capacity.

If the system is struggling now to serve its current users, what will happen when the center’s 800 living units, 200,000 square feet of retail and restaurant space, 75,000 square feet of office space and 25,000 square feet of civic space come on line?

The Milone-MacBroom study pegs the university’s current use at about 1 million gallons a day and further says the university is already committed to delivering an additional 404,600 gallons per day. It predicts demand over the next 20 years could increase 289,500 gallons per day beyond that number, a 60-percent growth in current usage.

The report notes the system’s sizable margin of ground storage, well above the state-recommended level. But the report also acknowledges that the aquifers on which the university draws are the same that provide other existing and future users in town potable water. These resources, say the engineers, “warrant a high degree of protection.”

The study found that under “average conditions” UConn will normally be able to meet both average and peak demand by utilizing its maximum allowable draw from the Fenton and Willimantic wellfields. It goes on to say:

“However, should all future demands be realized and assuming no further efficiency gains from the university’s conservation efforts, supply deficits coinciding with annually occurring low seasonal stream flows could occur ...”

The future demands are still in the future and the system has had to go into mandatory alert mode in three of the last six years.

The availability of clean, safe water will affect the university’s future growth, impact the ability of Storrs Center to reach its maximum buildout and determine future patterns of development throughout Mansfield’s 44 square miles.

The report recommends the university pursue additional ground water sources to meet future “demands within approved planned development areas and to serve as an emergency supply source.”

The university and town can not finalize plans soon enough.

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Officials confident Storrs Center will soon get under way

By MIKE SAVINO ^{8/18}
Chronicle Staff Writer

STORRS — Officials with both the town and the Storrs Center project are confident it will clear the remaining obstacles in the next few months to pave the way for construction next year.

Mansfield Downtown Partnership Inc. Executive Director Cynthia van Zelm said committees and officials associated with the project are working on finalizing aspects of the first phase, including infrastructure.

"There's a lot of work going on for the infrastructure," she said.

The roughly \$220 million proposed Storrs Center project is a mix of residential developments, retail shops and commercial buildings to be built along Storrs

Road from Dog Lane to South Eagleville Road.

Van Zelm said designs for some reconstruction along Route 195 is about 30 percent complete and she expects final plans by early next year.

The Downtown Partnership is also working on requests for proposals for construction of the intermodal hub, which will provide a central location to improve access for bus, pedestrian and bicycle traffic.

The Federal Transit Administration awarded a \$4.9 million grant in July to the Downtown Partnership to fund the hub.

Mansfield Planning Director Gregory Padick, meanwhile, said he anticipates the Downtown
(Officials, Page 4)

(Continued from Page 1)

Partnership to submit paperwork for various approvals this fall.

He told the planning and zoning commission this month that an application for the plans would likely come to the commission in the next few months, as the PZC would need to approve plans for Phase 1A.

"They have a right, based on the approval, to come up with a sub-phase," he said, referring to the approval for the project.

The project is slated for five phases of construction, but Padick said officials knew at the time that the Downtown Partnership could come back with plans to do the phases in sections.

The Downtown Partnership will also need approvals for its design based on parking, efforts to tie into public utilities and other aspects and some of the approvals would need to come from Padick.

One of the particular changes for the project would be to combine two of the buildings in the first phase in a move that would actually create more space overall

for businesses, van Zelm said.

She said the building was originally intended for the relocation of existing tenants, but the move will allow the project to increase its overall square footage in a cost effective manner.

Van Zelm also said the Downtown Partnership will work over the next few months to turn letters of intent from businesses into lease agreements.

Pomfret-based Vanilla Bean Café, Moe's Southwest Grill, Storrs Automotive, Wings Over Storrs, Travelplanners, Campus Cuts, Body Language, Tailoring by Tima, Cosimo's Italian Restaurant and Insomnia Cookies have all submitted letters of intent.

With construction slated to begin next spring or early summer, the Downtown Partnership plans to complete the project by 2019, and van Zelm said the goal of construction next year has provided a boost.

"We've all been waiting for that day," she said, adding the effort is a "complex project" with "so many pieces" being put in place.

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Editor: 8/17

The Mansfield Public Library is a delightful local resource but it has one serious drawback: the inter-library loan service covers only the state of Connecticut.

Yet there is a world of information out there, even right over the border in Cambridge. Can't we do better?

Anita Frankel
Storrs

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Mansfield school project:

What next?

By MIKE SAVINO ^{8/21}
Chronicle Staff Writer

MANSFIELD — With a multi-million-dollar school building project on ice for now — and a planned referendum not happening this year — town officials are now trying to figure out what happens next.

Hoping to have a solution in place by February 2011, the town council will host the first in a series of workshops on options for a school project Monday.

The workshop will start at 5:30 p.m. in the council's chambers in the Audrey P. Beck Municipal Building, before the council's regular meeting.

Councilmen, as well as school and town officials, will discuss

various options for a school building project, including whether the town should build new facilities.

The town council agreed last month to hold workshops before the second meeting of each month — which will fall on the fourth Monday of each month — in order to talk about the project.

Project proponents sought a massive project as a way to consolidate schools and address several building and facilities issues within the school system.

Councilmen agreed they wanted a solution by February, allowing the town to send any project to a referendum in the spring of 2011.

The timeframe would allow the council to have as many as six

(School building, Page 4)

School building project to get new look

(Continued from Page 1)
workshops.

Monday's workshop will focus on the financial implications of the project, according to Town Manager Matt Hart's report to the council Aug. 16.

The discussion will include the potential impact to the town's general fund, capital improvements plan and the debt service fund, he said in his report.

The school board voted in May to endorse a proposal to build two new elementary schools for as many as 350 students each

and renovate Mansfield Middle School.

The current estimate for the project puts the cost at roughly \$59.58 million.

The state will reimburse an estimated 54.9 percent of the cost, leaving the town to cover \$26.9 million.

Mansfield could also build one elementary school with a capacity of 700 students and renovate MMS, a proposal that is projected to cost local taxpayers \$19 million.

Or the town could simply repair

or renovate each of the three existing elementary schools and MMS, and the cost would depend on the scope of the project.

Earlier projections, which called for renovations to each of the buildings, were as high as \$81.2 million, with the town responsible for roughly \$45.2 million.

But Hart said a scaled-down option could focus more on necessary repairs to each of the four schools, and would cost the town an estimated \$20 million.

During a similar workshop session in July, councilmen agreed

by consensus they were not ready to send any of the three possible options to a referendum in November.

Any projects going to referendum in November — when voters go to the polls for various state and federal votes — need to be submitted to the Secretary of the State's Office by Sept. 2.

Mansfield Mayor Elizabeth "Betsy" Paterson said if the session lasts until 7:15 p.m., the council will adjourn the workshop to allow for a 15 minute recess before the council's meeting.

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Mansfield Town Council mulls new school sites

By MIKE SAVINO 8/24
Chronicle Staff Writer

MANSFIELD — Citing cost estimates, Mansfield's finance director told the town council Monday that building two elementary schools would be the most expensive of the town's three options for a school project.

The council also learned Monday that land-use officials have not identified a site in the northern part of town should the council go with a two-school options, but the town

does have some potential locations.

The council had its first of what is likely to be a series of workshops to discuss possible school building projects.

With questions about whether the town should renovate all its existing schools, build one large elementary school or opt for two smaller elementary schools, the council agreed in July it was not ready to send a proposal to a referendum in November.

Mansfield Finance Director Cherie Trahan told the council Monday the

town currently has a strong rating for any bonding it would need for the project, although any rating agency would need to consider some factors before issuing a new rating.

"There's a lot of things that go into it," she said.

Moody's Investing Services, a New York company conducting financial research for private companies and government entities, rated Mansfield A2, the firm's third-highest rating.

A bond rating affects a town's ability to get bonding, as well as the

financing rate for any bonds, and Trahan said Mansfield has a good history of managing its budget, specifically its debt obligations.

But she also noted Mansfield relies more on Payments In Lieu of Taxes — or PILOT — funds for state-owned land, so the town's rating is impacted in part by the state's financial standing.

Trahan also said the rating will depend on the town's willingness to pay, which includes referendum

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Mansfield council mulls new school sites

(Continued from Page 1)

results — such as if multiple votes are needed — as a measure of support from residents to fund a project through taxes.

She provided a project mill rate increase for each of the projects based on current assessments and said an option to build two new schools and renovating Mansfield Middle School would have the highest impact on taxes.

The current estimate for the project puts the cost at roughly \$59.58 million. The state will reimburse an estimated 54.9 percent of the cost, leaving the town to cover \$26.9 million.

Trahan said the project currently would account for an additional 1.69 mills.

The option with the lowest impact currently would be to build one elementary school and renovate MMS, with a recent esti-

mated cost of \$19 million to the town.

Trahan said that option would have a tax impact of 0.69 mills for residents.

The council could also opt to simply renovate or repair each of the three existing schools and MMS, and projections for a scaled-down project estimate a cost of roughly \$20 million to the town.

Trahan said that option would have a tax impact of an additional 0.73 mills.

Councilman Antonia Moran and other councilmen said they needed to re-examine costs associated with renovating all the schools.

School officials, though, asked the council for guidance — either on goals for the project or on a cost figure — to know what changes they can make to any of the proposals.

Town Planning Director Greg-

ory Padick, meanwhile, said the town could use Southeast School, located on Route 89, if it wanted to build either one or two schools.

He said the site has enough space to allow a new building project while students were in session, something land-use officials want if they target an existing school site.

Padick said the property for Annie E. Vinton School on Route 32 near the intersection of Route 31 also has enough space to continue classes while building if the town opts for two schools.

But he also noted both schools are in the southern portion of town, leaving the town with no school on the northern side if it chooses two schools.

He said the Dorothy C. Goodwin School property, on Hunting Lodge Road, does not have enough space to allow for

both ongoing classes and new construction.

The town could purchase some adjacent properties to acquire enough space or look at other sites on the northern side of town.

But Padick said land-use officials are waiting on guidance from the council before they examine any possible sites further.

He said other possible sites include the intersection of routes 44 and 195 — also known as Four Corners — or a site in the downtown Storrs area.

"There are more options to be pursued, we just haven't gotten into the details without more direction from the council," Padick said.

He added land-use officials would need to consider ease of access for residents and the handling of sewage, among other concerns, before identifying a possible site.

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Mansfield council backs E.O. Smith track project

By MIKE SAVINO ^{8/25}
Chronicle Staff Writer

MANSFIELD — The town council has agreed to support a proposal to upgrade some of the athletic facilities at E.O. Smith High School.

The \$2.17-million proposal, approved by the Regional School District 19 school board Aug. 4, will go to a referendum Sept. 28.

Mansfield residents can vote at the Audrey B. Peck Municipal Building from 6 a.m. to 8 p.m. Residents in Willington and Ashford can go to their normal polling places.

Councilmen Peter Schaefer and Denise Keane were not present for the Mansfield council vote Monday, while Meredith Lindsey abstained from voting.

The proposal calls for a brand new track, a synthetic turf athletic field inside the track and

reconstructed tennis courts at E.O. Smith.

Superintendent Bruce Silva said E.O. Smith has "the worst facility in the state" and the school stopped using the track a few years ago due to safety concerns.

"I would concur that this is one of the worst facilities I've seen in years," said project architect Vincent McDermott.

Councilmen made few comments during the presentation, but Councilman Peter Kochenburger did agree E.O. Smith's outdoor athletic facilities were worse than ones he has seen at other high schools.

He also said it was "very striking" to see the contrast, especially at high schools that are in poorer communities but have nicer facilities.

Silva said the new proposal will upgrade the facilities for high

school athletes, but will also improve the quality of E.O. Smith's physical education classes.

While the current track is a standard 400-meter track — which is equally divided along both sides and both turns, but limits the size of the field inside — the new track would be a modified 400-meter track — which has uneven sides.

The new track would allow for a full-size high school soccer field within the track, allowing more athletic teams to use the field behind the school.

The field will be made from a synthetic material, which is more durable and will allow physical education classes and athletic teams to use the field more.

Silva said physical education teachers currently need to be careful not to over use the grass field so it can remain in playing condition.

McDermott said the field does not have proper irrigation and added, even with sufficient water and \$20,000 in maintenance, a natural grass field can support 15

hours of usage per week.

The turf field would need to be resurfaced every 10 years, but McDermott also said grass fields should be reconstructed every 10 years for proper upkeep.

Silva and school board member Robert Kremer said they understood the referendum will occur during a tough economy, but also said they scaled the project back from a \$3.95-million plan rejected in February 2009.

Kremer said the school board focused on the "essential needs" and Silva noted this project does not include work to the Farrell Field Complex.

The project also does not include bleachers and lighting, although it will include some initial installation to prepare for lighting.

District 19 officials have said they hope to purchase bleachers if money becomes available.

Mansfield's planning and zoning commission approved conceptual designs for the project in July, but District 19 officials would still need additional approvals before moving forward.

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Juniper Hill to receive ^{8/27} fed funding

STORRS — U.S. Rep. Joe Courtney, D-2nd District, announced this week that Juniper Hill Village in Storrs has secured \$1.7 million as part of the Department of Housing and Urban Development's (HUD) Green Retrofit Program.

The program is designed to retrofit multi-family assisted housing to reduce energy costs, reduce water use and improve energy efficiency.

Juniper Hill was one of 66 recipients from a nationwide pool of 770 applicants.

"This critical funding will help Juniper Hill ensure that its residents are safe and secure in all seasons, and will keep operating costs down going forward" said Courtney. "This kind of targeted investment in local needs not only helps relieve some of the pressure that towns like Storrs are feeling today, but it also ensures that our seniors have the support and resources they deserve."

Juniper Hill Village is a 100-unit facility for low-income seniors that was opened in 1981.

The HUD grant will be used to replace refrigerators and water heaters, exterior doors and windows to reduce energy costs.

It will also help to install a photovoltaic array on the roof of the main building to provide solar power to reduce utility costs.

Marlene Walsh, Juniper Hill Village administrator, said the general contract has been awarded to Martindale & Salisbury Construction, Inc. of Vernon and the photovoltaic array installation has been awarded to Sunlight Solar Energy, Inc. of Milford.

The retrofitting work will begin shortly.

Courtney visited Juniper Hill Village July 12 to meet with seniors and tour the facility in advance of the proposed improvements.

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the Chronicle, Willimantic, Conn., Tuesday, September 7, 2010 3

Mansfield OK's trash fee enforcement plan

By **MIKE SAVINO**
Chronicle Staff Writer

MANSFIELD — Residents who frequently produce more trash than allowed or do not properly recycle will now find themselves digging deeper into their wallet, courtesy of increased fees approved by town officials.

The town council unanimously approved the change, which took effect Sept. 1, during its Aug. 23 meeting.

It allows town officials to change the service levels — and the fees — for residents who do not comply with current trash collection limits.

Residents who participate in the town's current trash collection program must choose one of five service levels which determine how much trash the town's contractor is allowed to collect from each resident.

The lowest level is the "mini-mini service," which provides residents with one 13-gallon bag per week for collection for a fee of \$11.75 a month.

The largest level is the "maxi service," which provides residents with four, 35-gallon cans per week for collection at a rate of \$34 per month.

Each level also includes bins for recycling, which is unlimited.

But with changes approved by the council,

the town can now change the service level for residents who frequently exceed the amount of trash allowed by their selected service level.

"This gives us a different way to approach properties," Mansfield Public Works Director Lon Hultgren told the council.

Mansfield Recycling Coordinator Virginia Walton said the new enforcement will allow the town to handle residents who build up uncollected trash on their properties.

The council's changes also state the town's contractor will now pick-up all trash from all households participating in the collection service, even if a household exceeds its service level.

The town can change the service level, after giving notice, for residents who exceed their current level twice within a month or three times during a three-month period.

Those residents will also need to pay the higher fee.

The council's changes also allow the town to again change service levels for residents who continue to exceed their level, even after the initial change.

The town will also create a new level for residents who exceed the "maxi service" level.

In addition, the town can now change service levels for people who improperly recycle by including items not approved for recycling

collection.

Walton said most residents have not had a problem, but some homes, mainly those inhabited by students, have repeatedly exceeded service levels.

She said town and University of Connecticut officials met to find a solution, because in the past some residents would just let uncollected trash pile up on their properties.

"Instead of it being dealt with, it was just being left behind," she said, adding the change will help residents find the proper service level.

She also said she is not sure why students are more likely to exceed service levels, but agreed it could be a combination of little communication with landlords and a lack of understanding among tenants.

Hultgren said violators who comply with their initial service level will return to their selected level and have their fee reduced.

Walton said residents who occasionally exceed their level can also purchase a tag to attach to an additional 30-gallon bag or bring bags to the transfer station, with either option costing \$3.50 per bag.

She said the town also has two, one-week "grace periods" — once in the spring and once around Christmas — to allow residents to dispose of trash without a limit.

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Mansfield Special Town Meeting Sept. 13 to approve projects totaling \$263,000

by: Brenda Sullivan | HTNP.com Editor Monday, August 30th, 2010



Mansfield Community Center. One of the items voters will be asked to approve at the Sept. 13 meeting is purchasing and installing ventilation units for the community center's locker room, estimated at \$20,000. Image from LaRosa Building Group Web site.

A Special Town meeting has been called to ask voters to approve funding equipment purchases and maintenance at \$93,000, as well as facilities improvements totaling \$40,000, and roadway-related projects totaling \$130,000.

Those qualified to vote in the town of Mansfield are asked to attend the meeting at 7 p.m. on Monday, Sept. 13. It will be held in the council chambers at the Audrey P. Beck Building , 4 South Eagleville Road (off Route 195, next to E.O. Smith High School).

Voters will be asked to approve a resolution adopted Aug. 9, 2010 by the Town Council to fund specific equipment purchases and maintenance, and related costs.

These include:

- refurbishment and chassis changeover of two Ford F-350 trucks (estimated cost \$30,000)
- upgrade of hydraulic rescue equipment (estimated cost \$18,000)
- purchase of a pickup truck (estimated cost \$45,000)

If approved, the funds will be used for purchases, maintenance, legal fees, financing costs and other expenses related to these projects.

Voters also will be asked to authorize the issue of bonds or notes in an amount not to exceed \$93,000 and to allow temporary advances of available funds which the town expects will be reimbursed from the proceeds of the bonds or notes.

Facilities improvements

Voters also will be asked to approve another resolution adopted Aug. 9, 2010 by the Town Council to appropriate \$40,000 for a number of town facilities improvements.

These include:

- purchasing and installing ventilation units for the locker room at the Mansfield Community Center (estimated cost \$20,000)
- town park improvements including playground equipment, picnic areas, ball fields, trails and facility improvements as to be determined by the Town Manager (estimated cost \$20,000)

The appropriation may be spent for design, construction and acquisition costs, materials, equipment, engineering and other consultant fees, legal fees, net temporary interest and other financing costs, and other expenses related to the project.

And voters will be asked to authorize bonds or notes not to exceed \$40,000, and allow temporary advances from the town budget, which are expected to be reimbursed through the bonds.

Road work, bridge maintenance, sidewalks

A third item is a resolution adopted Aug. 9, 2010 by the Town Council for transportation-related improvements.

Voters will be asked to approve appropriating \$130,000 for:

- road drainage capital maintenance (estimated cost \$50,000)
- large bridges capital maintenance (estimated cost \$20,000)
- transportation and walkway improvements such as bus stops, walkways and bikeways (estimated cost \$60,000), all as to be determined by the Town Manager.

Mansfield Special Town Meeting Sept. 13 to approve projects totaling \$263,000 :: Mansfi..

Voters will be asked to authorize the issue of bonds or notes in an amount not to exceed \$130,000, and to approve temporary advances of available funds that are expected to be reimbursed from the proceeds of borrowings.

In each case, the Town Manager is authorized to reduce or modify the scope of these projects.

The full texts of these resolutions are on file in Town Clerk's office and can be reviewed there by the public.

Posted Aug. 30, 2010

(Information for this story was compiled from the town's email notification.)