



Council Agenda

**Council Chambers
Windsor Town Hall
February 6, 2017**



7:15 PM Public Hearing

To hear public comment regarding Fiscal Year 2018 budget development

7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Deputy Mayor Terranova
3. PLEDGE OF ALLEGIANCE – Deputy Mayor Terranova
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Board of Education
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - a) *Resolution concerning colonial Windsor residents (Mayor Trinks)
 - b) *Approve collective bargaining agreement with UPSEU – Dispatchers (Town Manager)
 - c) *Authorize Town Manager to negotiate a contract extension for Annual Financial Audit services for the completion of Fiscal Year 2017 audit (Deputy Mayor Terranova)
 - d) *Resolution Authorizing Debt Refunding (Town Manager)



- e) *Introduce a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$720,000 FOR COSTS IN CONNECTION WITH THE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$720,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
- f) *Set a Public Hearing for February 21, 2017 for 7:15 PM for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$720,000 FOR COSTS IN CONNECTION WITH THE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$720,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
- g) *Introduce a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$290,000 FOR COSTS IN CONNECTION WITH TOWN HALL INTERIOR IMPROVEMENTS PHASE III; AND AUTHORIZING THE ISSUE OF \$290,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
- h) *Set a Public Hearing for February 21, 2017 for 7:15 PM for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$290,000 FOR COSTS IN CONNECTION WITH TOWN HALL INTERIOR IMPROVEMENTS PHASE III; AND AUTHORIZING THE ISSUE OF \$290,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
- i) *Introduce a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$210,000 FOR COSTS IN CONNECTION WITH PAVEMENT MANAGEMENT IMPROVEMENTS AT TOWN FACILITIES AND SCHOOLS; AND AUTHORIZING THE ISSUE OF \$210,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
- j) *Set a Public Hearing for February 21, 2017 for 7:15 PM for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$210,000 FOR COSTS IN CONNECTION WITH PAVEMENT MANAGEMENT IMPROVEMENTS AT TOWN FACILITIES AND SCHOOLS; AND AUTHORIZING THE ISSUE OF \$210,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
- k) *Introduce a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$845,000 FOR COSTS IN CONNECTION WITH WINDSOR HIGH SCHOOL – EAST FIELD IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF \$845,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
- l) *Set a Public Hearing for February 21, 2017 for 7:15 PM for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$845,000 FOR COSTS IN CONNECTION WITH WINDSOR HIGH SCHOOL – EAST FIELD IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF \$845,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)



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13. *RESIGNATIONS AND APPOINTMENTS
 14. MINUTES OF PRECEDING MEETINGS
 - a) *Minutes of the January 17, 2017 Regular Town Council Meeting
 15. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
 16. EXECUTIVE SESSION
 - a) Discussion of the selection of a site or a lease, sale or purchase of real estate
 17. ADJOURNMENT
- ★Back-up included

Agenda Item Summary

Date: February 6, 2017

To: Honorable Mayor and Members of the Town Council

Prepared By: Peter Souza, Town Manager 

Subject: Resolution concerning colonial Windsor residents

Background

The crime of witchcraft was included in laws enacted by the parliament of England during Queen Elizabeth's reign (1558-1603). Witchcraft was thought to be the express law of God at the time as was stated within certain chapters in the *Holy Bible*. In each New England colony, witchcraft was a capital offense that involved having some type of relationship with or for entertaining Satan. Connecticut's witch trials were held during the period of 1647-1697.

Discussion/Analysis

Mayor Trinks has asked that the attached resolution be brought forward to the Town Council for consideration. The resolution addresses the convictions and hangings of Alse Young in 1647 and Lydia Gilbert in 1654, both of whom were Windsor residents.

Recommended Motion

If the Town Council is in agreement, the following motion is recommended for approval:

“MOVE to approve the attached resolution relative to the convictions of Alse Young and Lydia Gilbert in colonial Windsor.”

Attachments

Resolution

RESOLUTION CONCERNING CERTAIN WITCHCRAFT CONVICTIONS OF WINDSOR RESIDENTS IN COLONIAL CONNECTICUT

WHEREAS, in colonial Windsor, two persons were accused by their neighbors and townsfolk of practicing witchcraft; and

WHEREAS, such accusations were made for a variety of reasons, not all reasons being known; and

WHEREAS, such accusations were sometimes made because a person was associated with the sudden and unexplained illness of another person or persons, or predicted the illness or recovery from illness of another person or persons; and

WHEREAS, some of the accused persons were blamed for crimes others were already convicted for or scapegoated for a variety of other reasons when things went wrong; and

WHEREAS, two persons, Else Young and Lydia Gilbert, were indicted and put on trial for practicing witchcraft; and

WHEREAS, these trials were conducted without the evidentiary procedures and safeguards that are standard in Connecticut's criminal justice system today; and

WHEREAS the accused persons were found guilty of practicing witchcraft and sentenced to death by hanging; and

WHEREAS, both Else Young and Lydia Gilbert, residents of Windsor, lost their lives during the colonial witch hysteria, will have their good names restored in the Town of Windsor so that they may rest in peace.

NOW, THEREFORE, BE IT RESOLVED, that although the facts of the accusations, prosecutions, trials, and executions of persons for practicing witchcraft in colonial Windsor, Connecticut cannot be undone or changed, the Windsor Town Council declares its belief that such indictments, even if lawful under the then existing law in the colony of Connecticut, were shocking, and the result of community-wide hysteria and fear; and

BE IT FURTHER RESOLVED that the adoption of this resolution does not bestow on the Town of Windsor, any political subdivision of the town or any person any right that did not exist prior to its adoption, or authorize any suit or other proceeding, or deprive any party to a suit or other proceeding of any defense that such party previously had, or affect in anyway the title to or rights in any real or personal property, or require or permit the remission of any penalty, fine, or forfeiture previously imposed, or incurred.

Agenda Item Summary

Date: February 6, 2017

To: Honorable Mayor and Members of the Town Council

Prepared By: Amelia Bliss, Director of Human Resources
Don Melanson, Chief of Police

Reviewed By: Peter Souza, Town Manager 

Subject: United Public Service Employees Union (UPSEU) Public Safety Dispatchers
Collective Bargaining Agreement

Background

The collective bargaining contract with the United Public Service Employees Union (UPSEU) Public Safety Dispatchers expired on June 30, 2016. Negotiations have centered on four main issues: active employee health insurance, eligibility for retiree health insurance, wages, and pension contributions. Management and the dispatchers have come to an agreement for a contract that runs from July 1, 2016 through June 30, 2019. Members of the employee association have ratified the proposed agreement and the Town Council is now being requested to approve the contract.

Discussion/Analysis

Active Employee Health Insurance

The current employees' share of the health insurance premium contribution will increase from 19% to 19.5% effective July 1, 2017, and to 20% effective July 1, 2018.

The town and bargaining group have agreed to implement the health insurance plan design changes that increase employee copay amounts for primary care and specialist office visits and the outpatient surgery deductible.

The health insurance plan available for employees hired after ratification of the agreement will be the high deductible health care plan and the premium contribution will be 16% for the duration of the contract.

Eligibility for Retiree Health Insurance

The current contract language requires employees to be at least 55 years of age with at least 10 years of service in order to be eligible for retiree health insurance coverage (retiree only). To be eligible for spousal coverage under the current contract, the retiree must be at least 55 years of age with 30 years of service or at least 65 years of age with 10 years of service. The negotiated contract language increases the required years of service from 10 to 15 years for employees hired after July 1, 2016.

Please note that under current contract language, eligible retirees are only able to enroll in retiree health insurance coverage if they have no other coverage available to them.

Wages and Salary Schedule

The average general wage increase over the three year contract is 2.00%. The agreed upon wage changes by year are:

- 2.50% increase effective and retroactive to July 1, 2016;
- 2.00% increase effective July 1, 2017; and
- 1.50% increase effective July 1, 2018.

Pension Contributions

The employee’s share of the defined benefit pension contribution will increase from 4.50% to 4.75% effective retroactive to July 1, 2016 and to 5.00% effective July 1, 2018.

The employee and employer share of the defined contribution pension plan will increase from 5.00% to 5.50% upon ratification of the agreement.

Other

Other negotiated issues that have been agreed to by the union and management include:

- allowing up to sixteen additional hours of compensatory time to be earned in cases where the dispatcher was ordered in to work an overtime shift; and
- adding a training differential of fifteen minutes of compensatory time or straight time pay per shift for a dispatcher who is assigned to train a new employee.

Financial Impact

The cost of the proposed wage increases on a year-over-year basis are shown below.

Dispatchers			
General Wage Increase			
	% Increase	Wages	Additional cost each year over the prior year
FY 16 ~ Base		\$471,910	
FY 17	2.50%	\$483,708	\$11,798
FY 18	2.00%	\$493,382	\$9,674
FY 19	1.50%	\$500,783	\$7,401
Total FY 17 - FY 19		\$1,477,872	\$28,873
Avg. wage increase	2.00%		

Changes to the employee health insurance contributions, the employee defined benefit pension contributions, and the health insurance plan design are projected to result in an avoided cost to the town of approximately \$11,618 over the contract period.

Other Board Action

None

Recommendations

If the Town Council is in agreement, the following motion is recommended for approval:

“MOVE to approve the collective bargaining agreement between the Town of Windsor and UPSEU Local 424, Unit 10 for the period of July 1, 2016 through June 30, 2019.”

Attachments

UPSEU Local 424, Unit 10 Collective Bargaining Agreement 7/1/16 to 6/30/19

COLLECTIVE BARGAINING AGREEMENT

By and Between

Town of Windsor

and the



UNITED

PUBLIC

**SERVICE EMPLOYEES UNION
WINDSOR DISPATCHERS
Local 424 - Unit 10**

July 1, 20164 through June 30, 20196

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ARTICLE I. MANAGEMENT RIGHTS

SECTION 1.1. Management Rights. Except as specifically abridged or modified by this Agreement, the Town, through its Chief Executive or his or her designee, solely, has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore existing, and responsibilities to direct the affairs of the Town in all of its various aspects and to manage and direct its employees, including but not limited to the following: Determine the standards of services to be offered by the Town; determine the standard of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; plan, direct, control and determine all the operations and services of the Town, to assign overtime; discipline, suspend, demote and discharge employees for just cause; change or eliminate existing methods, equipment or facilities; and fulfill all of its legal responsibilities. The above rights, responsibility, and prerogatives are inherent in the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

ARTICLE II. RECOGNITION

SECTION 2.0. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all of the employees included in the collective bargaining unit certified by the State of Connecticut Labor Department in Case No. 2005-MBA-293, Decision #4026.

SECTION 2.1. The Union, its officers and members shall not intimidate or coerce employees into joining or remaining members of the Union; and the Town shall not intimidate or coerce employees for purposes of not joining the Union.

SECTION 2.2. Definitions. The terms hereinafter set forth shall have the following meanings:

1. "Union" shall mean the United Public Service Employees Union Local 424-Unit 10.
2. "Employer" shall mean the Town of Windsor.
3. "Employee" shall mean a member of the bargaining unit represented by the Union.
4. "Regular Full-time Employee" shall mean an employee normally scheduled to work at least a five (5) day week totaling at least forty (40) hours.

5. "Part-time Employee" shall mean an employee normally scheduled to work less than a five (5) day week totaling less than forty (40) hours per week and is employed at least 120 days per year.

SECTION 2.3. Union Security.

- a. Payment of either the Agency Fee or Union dues as set forth below shall be a condition of employment.

The Union agrees that it will not request the Employer to discharge or suspend a bargaining unit employee for any reason other than the failure by such employee to remit the agency service fee as provided in Section 2, below, or the Union dues and uniform assessments levied against all Union members, and as set forth in Section 2 hereof. The Union agrees to deliver a notice in writing to the Employer and to the employee when an employee is in default in the payment of his agency service fee or Union dues or assessments. Any such request by the Union that the Employer discharge or suspend such employee because of said default shall not become effective until thirty (30) calendar days have expired from the delivery of such notice to the Employer and to such employee. The tender to the Union of the amount of the delinquency within such thirty (30) day period shall automatically and fully cure the default of such employee and the Union shall, upon receipt of such remittance, promptly notify the Employer thereof. Failure by the employee to cure such default within such time shall be conclusively presumed to be just cause for his immediate dismissal or suspension as so requested by the Union and the Employer forthwith shall take all steps necessary to dismiss or suspend said employee.

- b. Every employee covered by this Agreement must, for the life of this Agreement after the grace period described in Section 2 below, satisfy an obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, employees must choose one of the two ways of satisfying this obligation, as described below. Every employee has the right to make this choice free of interference, restraint or coercion:
 - i. Full Union membership: The employee chooses to join the Union as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the full initiation fee (if applicable) and uniform periodic dues charged by the Union;
 - ii. Agency Fee payer: The employee does not become a full member of the Union, and thus is not entitled to the full range of rights and duties of the Union membership; further, the employee informs the Union that he/she objects to the Union's spending part of the dues and fees collected under this Agreement for activities not germane to its role as the exclusive bargaining representative; this employee must, as a condition of continued employment, pay the percentage of fees and uniform, periodic dues used for activities germane to the Union's

status as the Unit's exclusive bargaining representative. The Union must provide the employee with information about its expenditures and this employee may challenge the Union's information.

- c. Each employee covered by this Agreement, who is not a full member of the Union on the effective date of this Agreement (or hire date, if applicable), has the right to a "grace period" of twenty-nine (29) days in which to choose his/her status. Thus:
 - i. For all employees who are in the unit and are not full Union members on the effective date of this Agreement (or the Agreement's date of execution, whichever is later), their chosen status, and their obligation to pay dues and fees, shall begin on the thirtieth (30th) day after the effective date of this Agreement (or the Agreement's date of execution, whichever is later).
 - ii. For all new employees who are hired into the unit during the Agreement's life and are not full Union members on the date of hire, their chosen status, and their obligation to pay dues and fees, shall also begin on the thirtieth (30th) day after their date of hire (or the Agreement's date of execution, whichever is later).
- d. Employees in the unit who are full Union members on this Agreement's effective date or, if hired during this Agreement's life, on their date of hire, do not receive the grace period. For these full Union members, their obligation to the Union is continuous and is not affected by this Agreement, although they are free to change their status.
- e. Employees may elect to change their chosen status upon appropriate written notice to the Union once per year in the month of June. Such change will take effect in the first pay period in August.

SECTION 2.4. - Check-Off. The Town will deduct from wages of each employee, who individually certifies in writing to the Town that they authorize such deductions, the uniform dues hereafter levied by the Union in accordance with its Constitution and By-Laws. Such authorization, forwarded to the Finance Director in a form approved by the Labor Commissioner, shall be effective as soon as practicable, which will ordinarily be the pay date following the receipt of the authorization.

SECTION 2.5. - Deduction Period. All sums so deducted shall be remitted to the duly authorized Financial Officer of the Union no later than the end of the calendar month in which the deductions are made. If for any reason a deduction was not made, a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up to date. The sum, which represents such Union dues deductions, shall be certified to the Town as constituting such by the duly authorized Financial Officer of the Union. If a sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has been

received by the Town from the Duly authorized Financial Officer of the Union.

SECTION 2.6. - Indemnification. The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

SECTION 2.7. - Union Financial Officer. The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

ARTICLE III. SENIORITY

SECTION 3.0. Seniority shall be determined by the length of full time service of a regular employee from his/her full time date of hire. The Town will maintain a seniority list which shall be revised as of January 1st each year and a copy furnished to the Union no later than February 1st. Any errors in said seniority list shall be brought to the Town's attention within thirty (30) calendar days, the list shall be deemed accurate except for those errors of which the Town has been timely notified.

SECTION 3.1. All new full-time employees covered by this Agreement shall serve a minimum probationary period of six (6) months, except that in any individual situation the Employer may, at its sole discretion, extend the probationary period to twelve (12) months. If the probationary period is extended beyond six (6) months, the Employer shall provide the employee with the reason(s) for the extension. The probationary period shall be deemed successfully completed upon notification by the Town. During the probationary period, the full-time employee shall have no seniority rights or rights granted by ARTICLE XII of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date back to the employee's date of hire for the regular full-time position.

All non-full-time employees who are members of the bargaining unit shall serve a probationary period until such time as the employee is approved to work the dispatch position "solo". Prior to approval to "solo" by the Chief of Police, the Chief of Police may terminate the employment of any such non-full-time dispatcher and said dispatcher shall have no right to the grievance procedure.

SECTION 3.2. An employee's seniority will be broken and cease when he/she:

- a. Quits
- b. Retires
- c. Is discharged for just cause
- d. Obtains a leave of absence by false or misleading statements

- e. Exceeds a leave of absence without a satisfactory explanation to the Employer.
- f. Fails to report to work within ten (10) working days after notice of recall.
- g. Accepts employment elsewhere while on a leave of absence.
- h. Is laid off for a consecutive period equal to his/her seniority or a period of eighteen (18) months, whichever is less.

SECTION 3.3. Promotions and Vacancies. Should the Town determine to fill a vacant or new position in the bargaining unit, such position shall be posted for a period of five (5) working days on bulletin boards to be provided for such purpose. The Town shall make reasonable effort to fill such positions as soon as possible.

ARTICLE IV. HOURS OF WORK

SECTION 4.0. The regular work week for all full-time employees covered by this Agreement shall normally consist of five (5) consecutive days on, followed by two (2) consecutive days off, eight (8) hours each day.

SECTION 4.1. Work shifts are as follows:

C Shift	2300-0700
A Shift	0700-1500
B Shift	1500-2300

The Employer shall retain the right to adjust this schedule in the interest of the Town.

SECTION 4.2. Thirty (30) minutes shall be allowed for mealtime, and when a dispatcher is on his/her mealtime, the on-duty supervisor shall see that the dispatching function is performed either by a member of this unit or otherwise. The thirty (30) minute mealtime may be extended to forty five (45) minutes provided the dispatcher uses the mealtime to engage in a physical fitness workout in the Department gym and there is sufficient desk coverage to be determined by the shift supervisor.

SECTION 4.3. The bid will be posted every four months and must be completed no less than three (3) weeks prior to the start of the bid. Employees shall be entitled to bid their shift preference ~~every four (4) weeks~~ for each month within the four month bid cycle based on seniority. The four month bid period will start on the first Sunday of January, May, and September.

SECTION 4.4. Employees shall be entitled to swap their shift(s) on single day, multiple day or weekly basis. Employees are responsible for finding shift swap replacements. Such shift swap requests must be reduced to an approved form and submitted to the Supervisor twenty-four (24) hours prior to the swap for approval by the Chief of Police or his/her designee.

Such swap(s) shall not incur any additional cost to the Town.

No employee shall be eligible, except in a dire emergency, to work an overtime shift if it results in his/her working more than sixteen (16) consecutive hours. No employee shall be ordered in to work an overtime shift if it results in the employee working more than sixteen (16) hours in a twenty-four (24) hour period or thirty-two (32) hours in a forty-eight (48) hour period. No employee shall work more than forty (40) hours of overtime in a week, except in a dire emergency.

ARTICLE V. OVERTIME

SECTION 5.0. Employees shall be compensated at a rate of time and one-half for all time actually worked in excess of eight (8) hours in a single shift or a total of forty (40) hours in a week. Effective with the signing of this Agreement, all leave except sick leave and compensatory time shall be counted as time worked in the computation of overtime.

SECTION 5.1. Employees shall be required to work overtime unless excused by the shift supervisor. If it becomes necessary to schedule overtime (which shall not include regular shifts filled by non-bargaining unit personnel), the shift that becomes vacant will be offered as follows:

- 1st To full time dispatchers who are on a scheduled day off on the day of the vacant shift by order of seniority;
- 2nd To full time dispatchers who are coming off working their regularly scheduled shift just prior to the beginning of the vacant shift by order of seniority;
- 3rd To all other full time dispatchers by seniority;
- 4th To part time dispatchers in order of seniority;
- 5th To desk qualified Police Officers.

In the event that the open shift cannot be filled using this procedure, the least senior dispatcher coming off shift will be ordered to work the first 4 hours of the empty shift and the least senior dispatcher coming on shift will be ordered to work the second 4 hours of the open shift. In the event that an on-coming dispatcher cannot be reached, the least senior dispatcher coming off will be ordered to work the entire open shift. If ordering the least senior dispatcher will result in that dispatcher working more than 16 consecutive hours, the more senior dispatcher will be ordered to work the open shift.

When a vacancy occurs which is less than two hours in duration, the Town is not required to offer the time as an open shift and has the right to fill that vacancy with reassigned non-bargaining unit personnel.

Dispatchers given preference by this procedure for a vacant overtime shift will be entitled to the shift over dispatchers with a lesser preference and will be entitled to take the shift from the dispatcher with lesser preference (bumping). Bumping will be allowed provided that at least eight (8) hours notice has been given to the dispatcher being bumped. The

dispatcher taking the shift must immediately inform a supervisor of the change. Bumping will not be allowed if the vacant shift is less than eight (8) hours from the time that the vacancy occurs.

Any full-time employee ordered to work outside his/her regular shift hours shall be compensated at the rate of time and one-half for all such hours worked.

Notwithstanding the foregoing, regular full-time shifts vacant due to a full time dispatcher taking vacation of five (5) consecutive work days or more may be filled by part-time dispatchers by the Chief of Police or his designee using part-time dispatchers first. If full-time dispatchers are needed, the procedure set forth above will be used.

SECTION 5.2. When a regular full-time employee, after departing from his/her regularly scheduled shift, is officially ordered to report back to work, he/she shall be compensated at the applicable rate from the time he/she is notified to report to work, provided he/she reported no later than one-half hour after such notification, and that the reason for the call-back was not due to the error or omission of the employee. If an employee is officially ordered to report back to work for mandatory training and/or meetings, he/she shall receive a minimum of four (4) hours compensation at the straight time rate or one and one-half times his/her regular rate of pay for all hours actually worked, whichever is greater.

SECTION 5.3. Full-time Bargaining unit members hired on or before July 1, 2011 may earn up to a maximum of eighty (80) hours of compensatory time, which may not be replenished, in each calendar year. Full-time Bargaining unit members hired after July 1, 2011 may earn a maximum of forty (40) hours of compensatory time, which may not be replenished, in each calendar year. The Town shall have the right to use non-bargaining unit employees to provide dispatching coverage whenever a bargaining unit member uses these compensatory hours. If a bargaining unit member is ordered to work an overtime shift, the employee will be able to earn up to a maximum of sixteen (16) additional hours of compensatory time above the eighty (80) or forty (40) hour limit set forth in this section.

SECTION 5.4. Bargaining unit members assigned as training officers shall earn fifteen (15) minutes of compensatory time, or straight time pay, per shift while training. Should the compensatory time earned while training cause the employee to exceed the allowable compensatory time limit specified in Section 5.3, the member will be allowed to accrue compensatory time above the limit for compensatory time earned, for these training shifts only.

SECTION 5.5 4. Full-time Bargaining unit members hired prior to July 1, 2011 shall be credited with the following leave time each year:

At the beginning of the 10th year - 8 hours

At the beginning of the 15th year - 16 hours

The foregoing leave time will be credited to the member's Dispatcher Leave Time

account on each July 1st prior to the member's hiring anniversary date. If upon the crediting of the above amounts, those amounts plus the member's compensatory time exceeds the 80 hour limit set forth above, the member shall have 90 days to bring the number of compensatory hours below the limit, or shall be paid a sufficient number of hours of the leave time (at straight time pay) to bring the member below the limit.

SECTION 5.65. Bargaining unit members hired after July 1, 2011 shall not be eligible for Dispatcher Leave as described in SECTION 5.54.

ARTICLE VI. HOLIDAYS

SECTION 6.0. Each full-time member of the bargaining unit may take twelve (12) of the following days as holidays:

New Year's Day	Labor Day
Martin L. King Day	Yom Kippur
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Easter Sunday	Friday following Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day

SECTION 6.1. Each full-time Bargaining unit member may choose nine (9) holidays from Section 6.0 each year. For these holidays, each full-time employee will be compensated in accordance with one and only one of the following, as applicable:

- a. Employees who are not scheduled to work on a holiday, and who do not work on that holiday, shall receive his/her regular weekly pay plus eight (8) hours of straight time pay, or upon approval by the Chief, eight (8) hours of compensatory time.
- b. Employees who are not scheduled to work on a holiday, but who do work on that holiday by choice, shall receive his/her regular weekly pay plus eight (8) hours of straight time pay (or eight (8) hours of compensatory time upon the Chief's approval, in lieu thereof), plus pay at the rate of one and one-half times their regular rate for all hours actually worked on that holiday.
- c. Employees who are not scheduled to work on a holiday, but who are ordered to work on that holiday shall receive their regular weekly pay plus eight (8) hours of straight time pay (or eight (8) hours of compensatory time upon approval of the Chief, in lieu thereof), plus pay at a rate of two times their regular pay for all hours actually worked on that holiday.

- d. Employees who are scheduled to work on a holiday and who do work on that holiday shall receive their regular weekly pay and shall receive an additional twelve (12) hours of straight time pay, or upon approval of the Chief, twelve (12) hours of compensatory time in lieu thereof.
- e. Employees scheduled to work on a holiday, but who do not work that holiday, shall treat that day as a holiday and receive no additional compensation for that day.

SECTION 6.2. Each full-time Bargaining unit member must choose three (3) holidays from Section 6.1. For these holidays, each full time bargaining unit member will be compensated in accordance with one and only one of the following, as applicable:

- a. Employees who are scheduled off on the holiday may elect to receive eight (8) hours of pay at straight time or take another day off at a later time, but before the end of the fiscal year in which the holiday occurs.
- b. Employees who are scheduled off on the holiday and who work that day will be paid overtime in accordance with Article V., Overtime.
- c. Employees who are scheduled to work a selected holiday and who work that day will be paid their regular pay for the day and receive eight (8) hours of pay at straight time or take a day off at a later time, but before the end of the fiscal year in which the holiday occurs.

SECTION 6.3. There shall be no pyramiding of overtime under this Article or any other Article in this Collective Bargaining Agreement.

SECTION 6.4. For information on holiday pay during disability leave see Section 8.6.

ARTICLE VII. VACATIONS

SECTION 7.0. Regular full-time employees who have successfully completed their probationary period are eligible for vacation leave as follows:

<u>a. Length of Continuous Service</u>	<u>Earned Vacation Leave</u>
Up to and including 5th year of service	10 days/year
6 years up to and including the 10th year	15 days/year
Beginning the 11th year of service and beyond	20 days/year

b. Regular full-time employees hired after July 1, 2015 are eligible for vacation leave as follows:

Length of Continuous Service

Vacation Leave

Up to and including 5th year of service	10 days/year
6 years up to and including the 15th year	15 days/year
Beginning the 16th year of service and beyond	20 days/year

Part-time employees who become full-time employees will receive credit pro-rata for all part-time service. The credit shall be based on the number of hours worked per year divided by 2080 hours for a maximum look back period of ten (10) years.

SECTION 7.1. Maximum Accumulation of Vacation Leave. A regular full-time employee may accumulate vacation leave up to the following maximum limits:

Up to and including 5th year of service	15 days
6 years up to and including 10th year	22.5 days
Beginning the 11th year of service and beyond	30 days

SECTION 7.2. A full-time employee may take earned vacation leave during the year upon approval by the Town. No employee shall take vacation leave of less than one-half (1/2) of his/her normal workday.

SECTION 7.3. Leave Requests. Requested dates for vacation leave may be granted by the Chief or his designee with due consideration of the wishes of the employee and the needs of the Department. The Town retains the right to limit the number of employees taking vacation leave at the same time. Whenever there is a conflict in requested vacation dates, preference shall be given to employees according to seniority, except that once an employee has received written approval of requested vacation dates, those dates may not be pre-empted by another employee.

Short notice leave requests (other than sick leave) are requests that are submitted less than forty-eight (48) hours prior to the start of the shift in which the employee is requesting to use leave. Such requests, when the 48-hour notice period occurs outside the immediate supervisor's normal work schedule, may be submitted to the on duty patrol supervisor. If necessary, the on duty patrol supervisor will attempt to fill the overtime in order to grant the leave request. The patrol supervisor will follow the overtime rules listed in section 5.1 through step 4 (Dispatchers only). Police officers will not be utilized for short notice leave requests. No dispatcher will be ordered to fill a short notice leave request. Nothing in this section shall be interpreted to require the town to grant leave requests that are deemed to conflict with the needs of the department as determined by the police chief or his designee.

SECTION 7.4. A full-time employee who becomes ill while on vacation leave may not charge such illness to sick leave except upon written authorization of the Chief or his designee.

SECTION 7.5. When a full-time employee is out for more than three (3) weeks on disability leave (as described in Section 8.5), the employee's vacation leave accrual will

cease until the employee returns to work.

SECTION 7.6. Any accrued vacation pay due an employee at the time of separation from Town service, regardless of reason, shall be paid in a lump sum up to the maximum allowed under section 7.1 of this agreement. In the event of the death of the employee, the employee's estate shall receive any accrued vacation pay.

ARTICLE VIII. LEAVE PROVISIONS

SECTION 8.0 - SICK LEAVE

Each regular full-time and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for sick leave with pay during and after his/her probationary period according to the following:

<u>Years of Continuous Service</u>	<u>Work Days at Full Pay Per Year</u>
Up to 2 years	5
2 years and over	10

New employees shall be eligible for sick leave at a rate of five (5) days per year from date of hire to the following July 1 on a pro-rated basis. Sick leave eligibility will be computed on a fiscal year basis each July 1. Once the employee has reached his/her second anniversary, he/she will be eligible for sick leave at a rate of ten (10) days per year from the second anniversary date to the following July 1 on a pro-rated basis. Sick leave will be renewed annually on July 1. Sick leave shall not accrue from year to year except to the extent of fifty percent (50%) of unused sick leave to a maximum of five (5) days carried into the next Fiscal year. Therefore, there shall be a maximum of ten (10) or fifteen (15) days of sick leave available in any fiscal year depending on the employee's number of years of service. Sick leave may be taken in half-day increments.

SECTION 8.1. Sick leave may be allowed by the department head for the following purposes:

- a. Personal illness, physical incapacity or bodily injury or disease not covered by workers' compensation.
- b. Enforced quarantine in accordance with public health regulations.
- c. To meet medical and dental appointments in excess of two hours duration when an employee has made reasonable efforts to secure appointments outside his/her normal working hours, provided, except in the case of an emergency, the department head is notified and approves at least one day in advance of the day on which the absence occurs. If the employee is away from the work site for more than two hours, the employee will be charged a minimum of 1/2 day sick leave.

- 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 days per year. Additional days off may be granted in the discretion of the Chief of Police or his designee.

SECTION 8.2. In the event of any indication of abuse of sick leave privileges, the Town may investigate any absence for which such sick leave is requested.

The Town 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.

In cases where the Union and the Town agree that a problem exists, the Union leadership agrees to work with the Town in counseling employees who are found to be abusing the sick leave benefit.

SECTION 8.3. On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than the beginning of his/her scheduled work assignment, except that where a relief employee is required, such report must be made at least one hour prior to the beginning of his/her scheduled work assignment. If an employee is absent for more than one day, he/she must notify his/her supervisor on each day of the absence, or must initially notify the supervisor of the intended date of return. Nothing in this Section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this Section due to extenuating circumstances. The Town shall have the right to use part-time dispatchers or other qualified personnel to perform dispatching duties when an employee is out on sick leave, notwithstanding any other provision of this Agreement.

SECTION 8.4.- DISABILITY LEAVE

Sick leave benefits shall be supplemented by the Town disability income plan and shall be paid in accordance with the disability insurance policy in effect on the date of this Agreement. Each regular full-time employee and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for disability income benefits in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Work Days at 90% of Reg.Pay</u>	<u>Work Days at 2/3 of Reg.Pay</u>
6 months up to but not including 2 years	0	255
2 years up to but not including 5 years	5	245
5 years up to but not including 10 years	20	230
10 years up to but not including 15 years	50	200
15 years and over	120	130

SECTION 8.5. Disability income payments begin the fourth first day of absence due to an off-the-job accident and on the sixth day due to illness. An employee is eligible to receive payments under the disability income pay provided he/she has completed six months employment with the Town and is in work status at the completion of his/her six months employment. While it is not necessary to be confined in a hospital, the employee must be under a doctor's care in order to be eligible.

SECTION 8.6. The length of disability payments is limited to 52 weeks. When a holiday occurs during the absence of an employee who is on disability leave and receiving disability benefits from the Town, the Town shall supplement the payment so the employee receives 100% of their regular pay for that holiday. There will be no banking of holidays that occur during disability leave.

SECTION 8.7. These provisions are subject to normal rules and regulations prescribed by the insurance company.

Section 8.8 – WORKER'S COMPENSATION

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties. Employees of the Town are covered by worker's compensation insurance. The Town, in case of injury leave, shall supplement the payments of the insurance company so that the employee will receive his/her net regular pay during his/her absence, for a period not to exceed six months. In the case of injuries causing temporary disability and for absences of three days or less, the Town shall pay the employee's regular salary for such period since payments are not made under worker's compensation insurance for such accidents.

SECTION 8.9. All payments on worker's compensation leave shall be made subject to the same rules and regulations as worker's compensation insurance. If workers' compensation coverage is denied, the Town shall not be required to pay worker's compensation leave pay. Lost time under worker's compensation leave shall not be charged to vacation or sick leave accruals. The Town reserves the right to change workers' compensation insurance carrier or to self-insure.

SECTION 8.10 - BEREAVEMENT LEAVE Each regular employee who works twenty (20) or more hours per week shall be granted bereavement leave up to three days by the Chief when death occurs in the employee's or spouse's immediate family. For the purpose of this rule, "immediate family" shall include only: father, mother, sister, brother, wife, husband, children, grandparents, grandchildren, aunts or uncles by blood, marriage or adoption, and anyone who is domiciled in the employee's household. Two additional days of leave may be granted in the discretion of the Chief or his designee.

SECTION 8.11 - JURY DUTY Regular full-time employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular net salary which will, together with the jury pay, equal his/her regular net pay for the same period. The employee shall notify his/her department head of the scheduled jury duty in advance.

SECTION 8.12 - MILITARY LEAVE A regular full-time employee participating in field training required by the Military Reserves or National Guard shall be entitled to absent himself/herself from his/her own duties while engaged in such required field training. No such employee shall be subjected to any loss or reduction of vacation privileges. The period of absence in any calendar year shall not exceed thirty (30) calendar days. During this period, the compensation paid to the employee for such leave of absence shall be the difference between his/her compensation for military service as evidenced by an official military statement listing his/her rank, pay, and allowances and the amount of salary or wages due as an employee of the Town. If the compensation for military service is equal to or greater than the salary or wages due as a Town employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for insurance purposes shall be paid by the Town during such leave. The Town Manager may allow an employee to be absent for more than 30 calendar days on military leave, by allowing the employee to use vacation time, or authorized leave without pay. An employee participating in such military training shall give his/her department head sufficient advance notice. The Town will comply with USERRA requirements regarding military leave.

SECTION 8.13 - PERSONAL LEAVE Each full-time bargaining unit member shall receive two (2) personal leave days which must be used during the fiscal year and not carried over. Requests for Personal Leave shall be submitted in accordance with Section 7.3.

In addition, employees may earn additional personal leave days by maintaining an exemplary attendance record throughout the fiscal year. If an employee uses either no or very little sick leave, disability leave, or injury leave during the fiscal year, he will earn additional personal leave days according to the following schedule:

<u>Days Absent</u>	<u>Additional Personal Days Earned</u>
<u>0</u>	<u>3</u>
<u>8 – 16 hrs</u>	<u>2</u>
<u>17 – 32 hrs</u>	<u>1</u>

SECTION 8.14 - EMPLOYEE BIRTHDAY

Employees hired prior to July 1, 2011 shall be granted their birthday off with pay, or may choose to receive eight (8) hours of compensatory time in lieu of taking the day off. Employees whose birthday falls on their regularly scheduled day-off will receive eight (8) hours of compensatory time in lieu of their birthday off. Employees will notify their supervisor of their intention to take a birthday off or earn compensatory time under this section in the same time frames as for taking vacation leave.

Bargaining unit members hired after July 1, 2011 shall not be eligible for the birthday holiday.

ARTICLE IX. WAGES AND BENEFITS

SECTION 9.0.

- a. Effective and retroactive to July 1, 201~~6~~⁴, all bargaining unit members shall receive a two and one-half quarter (2.~~50~~²⁵%) percent salary increase, in accordance with Appendix A-1.
- b. Effective July 1, 201~~7~~⁵, all bargaining unit members shall receive a two and one-quarter (2.~~00~~²⁵%) percent salary increase, in accordance with Appendix A-1.
- ~~c. Effective July 1, 2018, all bargaining unit members shall receive a one and one-half (1.50%) percent salary increase, in accordance with Appendix A-1.~~
- ~~c.d. Wages for part-time bargaining unit members are set forth in Appendix A-~~2~~⁴.~~
- ~~d. For employees hired after July 1, 2011 the first step in the pay plan shall be 6% below the current step 1 for existing employees.~~
- e. The Town has the right to implement payment of wages on a bi-weekly basis.

SECTION 9.1. Full-time employees who have not reached the maximum step on the salary schedule shall be eligible to receive a step increase each year on the annual anniversary of the completion of their probationary period. The Chief or his designee may deny a step increase for employees who are not performing satisfactorily. The denial shall be in writing to the employee and a copy sent to the Union setting forth the reasons for the denial.

SECTION 9.2. No full-time employee shall lose any seniority rights because of any military service including service in the National Guard or Organized Reserves. On return from military service, a full-time employee shall be reinstated to his/her former job, provided that he/she reports for duty within ninety (90) days of his/her discharge from military service.

SECTION 9.3. LONGEVITY Employees hired prior to July 1, 2011 shall earn longevity pay on the employee's full-time anniversary hiring date. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment in any position based on the following schedule:

SECTION 9.4. Longevity pay for the term of this agreement shall be paid as follows:

<u>CONTINUOUS YEARS OF FULL-TIME SERVICE</u>	<u>TOTAL ANNUAL LONGEVITY PAY</u>
6 YEARS BUT LESS THAN 10 YEARS	\$325
10 YEARS BUT LESS THAN 15 YEARS	\$375

15 YEARS BUT LESS THAN 20 YEARS	\$450
20 YEARS OR MORE	\$550

Employees hired after July 1, 2011 are not eligible for longevity payments.

ARTICLE X. INSURANCE

Effective the first day of the month following ratification of this Agreement, the following insurance benefits shall apply:

SECTION 10.0. HOSPITALIZATION AND MEDICAL PLAN. Regular full-time employees in the bargaining unit are eligible to subscribe to the Town's hospitalization and medical insurance plan upon appointment. Enrollment in the Town's hospital and medical insurance plan shall be open to all eligible full-time employees and their dependents. The hospitalization plan for eligible bargaining unit members ~~Town employees~~ hired prior to ratification of this agreement shall be Anthem Blue Cross Preferred Provider Plan (PPO), ~~and the Anthem Blue Care Health Maintenance Organization (HMO) and the Anthem Lumenos High Deductible Health Care Plan (HDHP).~~ Benefits provided under these plans shall be those prescribed by the contracts in force.

The medical and hospitalization plan for bargaining unit members hired after ratification of this agreement shall be the Lumenos High Deductible Health Care Plan as set forth in Appendix B-4.

The Town reserves the right to implement cost-containment procedures including but not limited to: second surgical opinions, out-patient testing, limited weekend hospital admissions, discharge planning, and admission planning services. The Town will provide sufficient notice to employees before such procedures are implemented, and the employee will bear no greater cost for medical services if the cost containment policies are followed. If not followed, the employee shall incur a cost of up to \$200 for hospital charges plus 25% of physician charges up to \$200.

Effective as soon as possible following ratification, the Town shall implement medical insurance plan changes as described in Appendix B-1.

SECTION 10.1. COST SHARING.

~~Effective July 1, 2013, for all full-time Bargaining unit employees, the Town shall pay 83% of the full premium cost for the PPO insurance plan with prescription coverage or the HMO insurance plan with prescription coverage for the subscribing employee and his/her eligible dependents and the employee will pay 17%.~~

~~Effective upon ratification, for all full-time Bargaining unit employees, the Town shall pay 82% of the full premium cost for the PPO insurance plan with prescription coverage or the HMO insurance plan with prescription coverage for the subscribing employee and his/her eligible dependents and the employee will pay 18%.~~

Effective July 1, 2015, for all full-time Bargaining unit employees, the Town shall pay 81% of the full premium cost for the PPO insurance plan with prescription coverage or the HMO insurance plan with prescription coverage for the subscribing employee and his/her eligible dependents and the employee will pay 19%.

Effective July 1, 2017, for all full-time bargaining unit employees, the Town shall pay 80.5% of the full premium cost for the PPO insurance plan with prescription coverage, or the HMO insurance plan with prescription coverage, for the subscribing employee and his/her eligible dependents and the employee will pay 19.5%

Effective July 1, 2018, for all full-time bargaining unit employees, the Town shall pay 80% of the full premium cost for the PPO insurance plan with prescription coverage, or the HMO insurance plan with prescription coverage, for the subscribing employee and his/her eligible dependents and the employee will pay 20%.

~~Notwithstanding the foregoing, effective January 1, 2015, for employees selecting the Lumenos High Deductible Health Care Plan, the Town shall pay 85% of the full premium cost for the coverage, excluding dental coverage under Section 10.3, for each subscribing employee and his/her eligible dependents and the employee shall pay 15%.~~

Notwithstanding the foregoing, effective July 1, 2015, for employees selecting, or required to select, the Lumenos High Deductible Health Care Plan, the Town shall pay 84% of the full premium cost for the coverage, excluding dental coverage under Section 10.3, for each subscribing employee and his/her eligible dependents and the employee shall pay 16%.

The Lumenos High Deductible Health Care Plan shall have a \$2,000 (single)/4,000 (double and family) annual deductible. ~~Effective January 1, 2015, for each employee who selects the Lumenos High Deductible Health Care Plan, the Town shall deposit fifty percent (50%) of the annual deductible (\$1,000/2,000) into the employee's HSA account.~~

Effective July 1, 2015, and annually thereafter, for each employee who selects the Lumenos High Deductible Health Care Plan, the Town shall deposit fifty percent (50%) of the annual deductible (\$1,000/2,000) into the employee's HSA account. For employees enrolling in the plan during the middle of a plan year, the town's annual contribution to the deductible will be prorated and deposited upon the employee's enrollment in the plan.

SECTION 10.2

Effective as soon as possible following ratification of this Agreement, the health insurance and prescription plan design shall be as set forth in Appendix B-2, attached hereto.

SECTION 10.3 DENTAL PLAN. Regular full-time employees are eligible to subscribe to the Town's dental plan upon appointment. Enrollment in the Town's dental plan shall be open to all eligible full-time employees and their dependents. The dental plan for eligible full-time employees shall be the Connecticut Blue Cross Full Service Plan for Dental Care. Benefits provided under the plan shall be those prescribed by the Connecticut Blue Cross

contract in force. The Town shall pay 89.90% of the full premium for each regular full-time subscribing employee. The employee shall bear the remaining 11.10% of the premium cost. Employees electing to cover dependents shall pay the full cost of such dependent coverage.

SECTION 10.4 The Town has the option of providing hospitalization, medical and dental coverage through Blue Cross/Blue Shield for those electing Blue Cross/Blue Shield, or through another plan that provides equivalent benefits and substantially similar services benefits. If the Town chooses to implement this option during the term of the Agreement, the Town will notify the Union prior to its implementation.

It is agreed that the purpose of such negotiation is to assure that the proposed change provides for equivalent benefits and substantially similar services, and the Union agrees not to seek improvements in its benefits or services during such negotiations. Nothing herein shall prevent the Town and Union from agreeing to improve such benefits and services by mutual agreement.

During the term of this contract, the Town shall have the right to offer additional health insurance plans with such conditions as the Town determines. Nothing in said Plan(s) shall affect coverages or premium-sharing under the Blue Cross/Blue Shield Plans presently in effect.

Coordination of Benefits. The Town may require each employee who is covered by a double or family medical plan to submit written information on the spouse's employer-provided medical insurance coverages. The purpose of such information is to reduce duplication of coverage and thus reduce premium increases.

SECTION 10.5. Health insurance benefits may be reopened by the Town upon thirty (30) days advance notice to the Union to discuss and negotiate changes to health insurance made or proposed on a Town-wide basis with the Town's other bargaining units.

SECTION 10.6 - NONCONTRIBUTORY GROUP LIFE TERM LIFE INSURANCE.

Regular full-time employees who have completed six (6) months employment shall be eligible to subscribe to the Town's noncontributory group life insurance plan. The life insurance is payable to the employee's designated beneficiary in the event of the employee's death from any cause. The insurance benefit is based upon one and one-half times employee's annual base earnings rounded up to the next \$1,000 amount to a maximum of \$50,000.00. The Town shall pay the full premium for each eligible employee.

Benefits shall be paid in accordance with the life insurance contract in force. Eligible full-time employees who are separated from the Town service shall have the privilege to convert the noncontributory group term life insurance to an individual policy in accordance with the life insurance contract in force.

SECTION 10.7 - CONTRIBUTORY GROUP TERM LIFE INSURANCE. Regular full-time employees who have completed six (6) months employment shall be eligible to subscribe to the Town's contributory group term life insurance plan. The contributory group term life insurance is payable to the employee's designated beneficiary in the event of the employee's death from any cause. The schedule of insurance benefits is based upon the

employee's annual base earnings rounded up to the next higher \$1,000 amount. Benefits shall be paid in accordance with the life insurance contract in force.

The subscribing full-time employee shall pay the full contributory group term life insurance premium. The employee's premium shall be waived if total disability occurs before his/her 60th birthday. Subscribing full-time employees who are separated from the Town service shall have the privilege to convert the contributory group term life insurance to an individual policy in accordance with the life insurance contract in force.

SECTION 10.8 - ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE. Regular full-time employees who have completed six (6) months employment shall be covered by the Town's accidental loss of life, limb or sight insurance plan. Coverage is for the employee only in case of an off-duty accident. Benefits rendered under this plan shall be in accordance with the contract in force. The Town shall pay for the full accidental life insurance premium of each eligible employee.

SECTION 10.9 Regular full-time employees working less than forty (40) hours per week but more than twenty (20) hours per week will receive Town-funded medical, dental, in accordance with the number of hours worked. For example, an employee working thirty (30) hours per week will have 75% of the amount otherwise payable by the Town. Such employees may purchase the balance of their insurance premiums through a payroll deduction.

SECTION 10.10. The Town shall make available to full-time employees who wish to elect a Section 125 IRC Plan.

SECTION 10.11 – RETIREMENT COVERAGE. The Town's health insurance plan shall continue in effect following the retirement of the subscribing employee, in accordance with Article X., provided that the employee is at least 55 years of age, and has completed at least ten years of Town service, and was hired prior to July 1, 2016. Employees hired after July 1, 2016, must be at least 55 years of age and have completed at least fifteen years of Town service to be eligible to continue the Town's health insurance plan in accordance with the provisions of Article X.

1) Spousal Coverage - The Town will also pay the cost of providing health coverage for the retiree's spouse in accordance with section 10.12 below, as follows.

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~~1)-~~ a. For eEmployees who are were hired prior to July 1, 2016 must be members of the Town of Windsor Retirement Plan, and who are and: 1) be at least 55 years of age and who retire with 30 years of Town service as defined in the Town's retirement plan; or 2) who are be at least 65 years of age with at least 10 years of Town service as defined by the Town's retirement plan.; the Town will also pay the cost of providing health coverage for the retiree's spouse in accordance with section 10.12 below.

b. Employees who were hired on or after July 1, 2016 must be members of the Town of Windsor Retirement Plan, and: 1) be at least 55 years of age with 30

years of Town service as defined in the Town's retirement plan; or 2) be at least 65 years of age with at least 15 years of Town service as defined by the Town's retirement plan.

This provision only applies to the employee's spouse at the time of retirement. The Town will not continue to pay the cost of providing health insurance for the employee's spouse if the employee and spouse get divorced or if the spouse becomes eligible for coverage under his/her employer's benefit plan.

- 2) Dental Coverage - The Town will provide dental insurance for subscribing employees who take normal retirement from Town service as defined above in Section 10.11 and in accordance with Sections 10.12 below. Retired employees may purchase dependent dental coverage, the full cost of which will be charged to the employee.

SECTION 10.12. - Insurance Details - The hospital and medical insurance plan shall be the plan(s) available to current employees at any given time, as it may change from time to time.

For employees hired prior to January 1, 2007, for health and dental insurance the Town and retiree premium sharing shall be that which is in effect for current employees (for the plan selected by the retiree) at any given time, as it may change from time to time, to a maximum retiree share of twenty five (25%) percent of the premium. For dental coverage, the retired employee may elect to continue spousal coverage and the retired employee shall pay the full premium for spousal coverage.

For retirees who were hired after January 1, 2007, and before July 1, 2011, for health and dental insurance the Town and retiree premium sharing shall be that which is in effect for current employees (for the plan selected by the retiree) at any given time, as it may change from time to time, to a maximum retiree share of twenty five (25%) percent of the premium for the retiree coverage only and forty percent (40%) of the premium for the retiree's spouse at the time of retirement. For dental coverage, the retired employee may elect to continue spousal coverage and the retired employee shall pay the full premium for spousal coverage.

For retirees who were hired on or after July 1, 2011, for health and dental insurance the Town and retiree premium sharing shall be that which is in effect for current employees (for the plan selected by the retiree) at any given time, as it may change from time to time for the retired employee only. Their spouse at the time of retirement may elect to continue the health and dental coverage at their own expense at the Town's group premium rate. The retiree and/or spouse shall remit to the Town the costs of this coverage on a monthly basis.

No such contribution shall be made if other insurance coverage is available or becomes available to the retiree through another employer or through his/her spouse's or civil union partner's employer. To be eligible for benefits hereunder, each retiree shall declare annually in writing under penalties of perjury that he/she does not have coverage available by completing the form required by the town. If no such written declaration is received, the Town shall be permitted to drop the coverage of retiree and spouse after due notice of such elimination of coverage is sent to the retiree and spouse's last known address by certified mail, return receipt requested. When coverage is no longer available to the retiree or his/her spouse, the retiree and spouse may re-

enroll in coverage provided by the town as indicated above.

When the retiree and/or spouse become Medicare eligible, Medicare will become the primary insurance and the retiree and spouse will be eligible to enroll in the Medicare supplement plan/s offered to retirees at that time.

Section 10.13. Wellness Program. The Town may, during the term of this agreement, institute a wellness program, which program may include monetary and other incentives. The Town may terminate or modify said wellness program and/or incentives at its discretion.

ARTICLE XI. UNIFORMS

SECTION 11.0. The Town shall provide at its cost all civilian dispatchers who are required to work in uniforms the required uniform. The Town shall pay for the dry cleaning of issued clothing, except shirts, provided such service is performed by a Town-approved cleaner.

ARTICLE XII. SEPARATIONS AND DISCIPLINARY ACTIONS

SECTION 12.0. Employees who separate from Town service in good standing shall receive payment for all earned salary and vacation leave, subject to deduction for any indebtedness due the Town.

SECTION 12.1. Order of Layoffs. In the event it becomes necessary to lay off full-time employees, it shall be done in inverse order of seniority with the Town. Full-time employees subject to layoff shall be notified in writing two (2) calendar weeks prior to the effective date, but in an emergency advance notice may not be required.

SECTION 12.2. At any time during the probationary period, the Town Manager or his designee may remove an employee whose performance does not meet the required standards.

SECTION 12.3. An employee may be separated for disability when he/she cannot adequately perform the full duties of his/her position because of physical or mental impairment. Action may be initiated by the employee, his/her legal representative, or the Town, but in all cases must be supported by adequate medical evidence. The Town may require an examination at its expense and performed by a physician of its choice.

SECTION 12.4. The Town may discipline or terminate an employee for just cause. In the case of a termination, within 48 hours, exclusive of Saturday, Sunday, or holidays, the Town Manager and the employee shall be furnished with a written statement of such action specifically setting forth the reasons for the action and the appeals procedure. Any regular employee dismissed or disciplined shall have the right to file a grievance as provided in this Agreement. If the employee fails to file a grievance, the action of the department head or appointing authority shall be effective on the date specified.

SECTION 12.5 Records. All records of verbal reprimands shall be removed from the personnel

file after six (6) months. Records of written reprimands shall be removed from the personnel file after two (2) years. Records of suspension of ten (10) days or less shall be removed from the personnel file after three (3) years. Should an officer be subject to subsequent disciplinary action, any records removed may be used to show progressive discipline. If no discipline other than oral reprimands for a period of 5 years, prior discipline cannot be used to show progressive discipline. This shall not apply to discipline resulting in a served suspension of 5 days or more.

SECTION 12.65. Handling of Citizen Complaints.

Any formal complaint by a person against a bargaining unit member shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.

The above does not preclude the Chief of Police from initiating a departmental investigation upon the receipt of any type of complaint if he/she determines it to be in the best interest of the Police Department and/or the bargaining unit member involved. The investigation of a complaint must be handled in an expeditious manner by the Chief of Police and be concluded within thirty (30) days of the filing of the complaint. The thirty (30) day time period may be extended for unusual circumstances (i.e. witness may be out of town or incapacitated in a hospital, etc.). When the investigation has been concluded, the member involved shall be notified of the outcome.

ARTICLE XIII. GRIEVANCE PROCEDURE

SECTION 13.0. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible in order to expedite the settlement of the grievances.

SECTION 13.1. A grievance, for purposes of this procedure, shall be considered to be an employee or Union complaint concerned with matters contained in this Agreement dealing specifically with:

- a. Discharge, suspension or other disciplinary action;
- b. Matters relative to interpretation and application of the articles and sections of this Agreement.

SECTION 13.2. Procedure. The Union shall have available the following grievance procedure on behalf of any employee who feels aggrieved concerning wages, hours, or conditions of employment or on any matter under this Agreement excepting the wage scale itself set forth herein. Time limits specified below may be extended by mutual agreement if by the nature of the grievance such is required.

Step 1. Any grievance shall be submitted in writing to the Chief of Police within ten (10) working days of the occurrence which gives rise to the grievance. In the text of the grievance, the grieving party will document that he did discuss the issue at hand

with his supervisor, or the supervisor giving rise to the grievance, prior to the written submission. The Chief of Police or his designee shall render a decision within ten (10) working days of receipt of the grievance.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, it shall be presented in writing to the Town Manager or his/her designee within ten (10) working days of receipt of the decision at Step 1. The Town Manager or his/her designee shall render a decision on the grievance within ten (10) working days of receipt of the grievance. Either party shall be granted a ten (10) working day extension provided written notification of such extension is received within the time frame of this Step.

Step 3. In the event the grievance is not resolved by Step 2, the Union may, within thirty (30) working days of the Town Manager's decision, submit the grievance to arbitration by the State Board of Mediation and Arbitration in accordance with its usual rules and procedures, at the same time notifying the Town's Human Resources Office of the submission.

SECTION 13.3. Time limits provided herein may be extended by written agreement of the parties.

SECTION 13.4. Any individual employee may present a grievance to his/her Employer and have the grievance adjusted, without intervention of the Union, provided the Employee first gives notification in writing to the Union with a copy to the Director of Personnel, and the adjustment shall not be inconsistent with the terms of the collective bargaining agreement. The Union shall be given prompt notice of the adjustment from the Employer.

ARTICLE XIV. ARBITRATION PROCEDURE

SECTION 14.1. The jurisdiction and authority of the arbitrator and his/her award shall be confined to the interpretation of the provision or provisions of this Agreement in dispute between the Union and the Employer. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement.

SECTION 14.2. The award of the arbitrator shall be final and binding upon all parties to this Agreement.

SECTION 14.3. Expenses, including the fees and expenses of the arbitrator shall be borne equally by the Town and the Union.

ARTICLE XV. CONTINUITY OF WORK

SECTION 15.0. The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize, sanction or condone any strike, slowdown, or interruption of work.

ARTICLE XVI. NON-DISCRIMINATION

SECTION 16.0. Neither the Employer nor the Union shall discriminate against any employee because of race, religion, sex, age, color, national origin, political affiliation or physical disability other than a bona-fide condition of employment.

ARTICLE XVII. BULLETIN BOARDS

SECTION 17.0. The Employer will permit the use of a Bulletin Board for the posting of notices relating to Union business.

ARTICLE XVIII. TRAINING

SECTION 18.0. The Town shall provide stress management classes and/or instruction as it is provided to other employees of the Town.

SECTION 18.1. All authorized time spent by dispatch personnel in in-service training shall be counted as time worked in the computation of overtime. There shall be a minimum training call-out of four (4) hours and a maximum training time of eight (8) hours per session. Any authorized expenses incurred by employees in connection with assigned training will be reimbursed by the Town. "Call out" is work off-duty, non-contiguous to the employee's regular work schedule.

SECTION 18.2. The Town shall provide certified First Aid and CPR training, which will be mandatory, to all civilian dispatchers as well as re-certification as needed. The Town will develop an emergency medical dispatch system and provide appropriate training to all dispatchers under Section 18.1, above.

ARTICLE XIX. MISCELLANEOUS

SECTION 19.0 - Notices - Eligibility. All notices of Dispatcher Training to which the Department intends to send someone shall be posted, when possible, at least two (2) weeks prior to said training dates. All Dispatchers have the right to request that they attend when enrollment permits.

SECTION 19.1. - Position Classifications. Copies of all present, new or amended position classifications for positions covered by this Agreement shall be forwarded to the Union.

SECTION 19.2. - Insurance Contracts. The Union has the right to receive copies of the insurance contracts covering dispatcher personnel.

SECTION 19.3. - Town Council Agendas. The secretary of the Union shall receive the agenda of all Town Council meetings.

SECTION 19.4. - Information Meetings. The Town and the Union Executive Board will, at the request of either party, schedule an information meeting to be held once each month. Members of the Union Executive Board shall attend such meeting without loss of pay if such meetings are scheduled during the regular working hours of the employees involved.

At such meeting the Union's opinions will be welcome in all matters affecting the dispatching function.

SECTION 19.5. During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of members of the bargaining unit. When a new employee is hired in the bargaining unit, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee in the bargaining unit terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

SECTION 19.6. The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

SECTION 19.7. There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership.

SECTION 19.8. The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union Business Representative will report to the Shift Supervisor before talking to bargaining unit members.

SECTION 19.9. The Town of Windsor agrees to continue in full force for the duration of this Agreement, those benefits and practices which are mandatory subjects of bargaining, previously granted to and enjoyed by the members of the bargaining unit but which may not be specifically mentioned herein.

SECTION 19.10. For part-time members of the bargaining unit, the Town of Windsor shall continue all present working conditions and benefits, except as specifically modified by the terms of this Agreement.

SECTION 19.11. - Retirement Plans.

The Town of Windsor Employee Retirement Plans as enacted and modified herein is incorporated herein by reference as part of this Agreement.

A. The Town of Windsor Employees' Defined Benefit Pension Plan shall be modified as follows:

1. Effective July 1, 201~~6~~³, the employee contribution shall be increased from 4.50% to 4.750%.

~~Effective January 1, 2015, the employee contribution shall be increased to 4.25%.~~

2. Effective July 1, 201~~8~~⁵, the employee contribution shall be increased to 5.004.5%.

3. Employees hired on or after November 1, 2012 shall not be eligible to participate in the defined benefit pension plan.

B. Employees hired on or after November 1, 2012, shall participate in the Town of

Windsor Defined Contribution Plan, which shall require the Town and the Employee to each contribute five (5%) percent of the employee's earnings. Effective upon ratification, the town and the employee shall each contribute five and one-half (5.50%) of the employee's earnings.

The Town has the option of providing the Defined Contribution Plan through ICMA/RC or through another plan that provides substantially similar benefits and services. If the Town chooses to implement this option during the term of this Agreement, the Town will notify the Union prior to implementation.

SECTION 19.12 Mileage Allowance. If employee is required to use his or her personal vehicle for town business, there shall be a mileage allowance equal to the business travel IRS mileage allowance per mile.

ARTICLE XX. SAVING CLAUSE

SECTION 20.0. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the validity of any other portion or provision and the parties do hereby declare that they would have severally approved of the adopted provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

ARTICLE XXI. ENTIRE AGREEMENT

SECTION 21.0. This Agreement constitutes the complete and entire Agreement between the parties for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, it is understood and agreed that this Agreement may not be reopened for change in its items or addition of new subject matters except by mutual agreement or as required by law.

In the event that any portion of this Agreement is declared invalid by a court, such invalidity shall not affect the remainder of this Agreement.

ARTICLE XXII. DURATION

SECTION 22.0. This Agreement shall be effective the 1st day of July, 2016⁴, unless specifically mentioned otherwise herein, and shall remain in full force and effect until June 30, 2019⁶, and thereafter shall continue in effect from year to year, except it may be amended at any time by mutual agreement or upon the termination date of said Agreement by giving the other party not less than one hundred fifty (150) days, nor more

than one hundred eighty (180) days written notice of intention to propose amendments.

During any future periods of negotiations where there is no collective bargaining contract in force, the expired contract shall continue in full force and effect. In addition, eligible step increases shall be continued only for those regular employees employed as of the date of the contract signing.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of November, 2014 February, 2017.

FOR THE UNITED PUBLIC
SERVICE EMPLOYEES UNION,
LOCAL 424, UNIT 10

FOR THE TOWN OF WINDSOR

Kevin Boyle, UPSEU President

Peter Souza, Town Manager

UPSEU Employee Representative

APPENDIX A –PAY PLANS

A-1 - Full Time Pay Plans

A-2 - Part Time Pay Plans

APPENDIX A-1

Full Time Civilian Dispatcher Pay Plans

2.50% General Wage Increase (Retroactive to July 1, 2016)

Civilian Dispatcher	FY 2014-2017				
	ENTRY LEVEL				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	48,964 <u>51,318</u>	52,089 <u>54,593</u>	54,926 <u>57,566</u>	57,764 <u>60,541</u>	60,599 <u>63,512</u>

2.00% General Wage Increase

Civilian Dispatcher	FY 2015-2018				
	ENTRY LEVEL STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	50,066 <u>52,344</u>	53,264 <u>55,684</u>	56,462 <u>58,717</u>	59,064 <u>61,751</u>	61,963 <u>64,782</u>

1.50% General Wage Increase

<u>Civilian Dispatcher</u>	<u>FY 2019</u>				
	<u>ENTRY LEVEL STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
	<u>53,129</u>	<u>56,519</u>	<u>59,598</u>	<u>62,677</u>	<u>65,754</u>

APPENDIX A-2

Part-time Civilian Dispatcher Pay Plans

2.50% General Wage Increase (Retroactive to July 1, 2014)

	FY 2014-2017			
ADVANCE AFTER:	STARTING	STEP 1 "SOLO"	STEP 2 500 Hours	STEP 3 500 Hours
Part-time Civilian Dispatcher	18.46 <u>19.34</u>	23.05 <u>24.16</u>	25.37 <u>26.59</u>	27.65 <u>28.98</u>

2.00% General Wage Increase

	FY 2015-2018			
ADVANCE AFTER:	STARTING	STEP 1 "SOLO"	STEP 2 500 Hours	STEP 3 500 Hours
Part-time Civilian Dispatcher	18.87 <u>19.73</u>	23.57 <u>24.64</u>	25.94 <u>27.12</u>	28.27 <u>29.56</u>

1.5% Wage Increase

	FY 2019			
<u>ADVANCE AFTER:</u>	<u>STARTING</u>	<u>STEP 1</u> <u>"SOLO"</u>	<u>STEP 2</u> <u>500 Hours</u>	<u>STEP 3</u> <u>500 Hours</u>
<u>Part-time Civilian Dispatcher</u>	<u>20.03</u>	<u>25.01</u>	<u>27.53</u>	<u>30.00</u>

APPENDIX B – Health Insurance

B-1 – Health and Rx Prior Authorization

B-2 – Health Insurance Plan Summary effective 1/1/15 to 6/30/17

B-3 – Health Insurance Plan Summary effective 7/1/17

B-4 – Lumenos Health Savings Account Plan Summary

APPENDIX B-1

Effective as soon as possible following ratification, the Town shall implement the following medical insurance plan changes:

1. **High Cost Diagnostics Quality Management Program** – Prior authorization will be required for the following non-emergency outpatient imaging services; CT, CAT, MRI, MRA, PET, SPECT. No other radiology services furnished by a participating provider (such as x-rays, mammograms, or ultrasounds) will require prior authorization. The radiology services rendered in an emergency room or rendered in an inpatient setting will not be subject to the prior authorization requirements.
2. **Physical and Occupational Therapy Services** – After the initial outpatient therapy visit and evaluation, future visits will require prior authorization.
3. **Prescription Plan Utilization Management** -
 - a. **Prior authorization** – will be required for specific medications, the doctor will be required to answer a few questions to determine if the patient meets the clinical criteria for the medication. If yes, the Rx is authorized; if no, other questions are asked including, will another Rx work (generic or preferred).
 - b. **Step therapy** – before an Rx is authorized for specialty medication, questions are asked to ensure other medications in the same drug classification have been found to be ineffective (generic, preferred brand). This ensures clinically appropriate use of specialty medications. If other medications in the same drug classification have not been used and found to be ineffective, this may be required prior to receiving authorization for non-preferred or specialty medications.
 - c. **Duration Quantity Management** – Ensures prescribing is being done according to manufacturer's recommendations and clinical criteria.

Town of Windsor Health Plan Comparison

APPENDIX B-3 2

DISPATCHERS

Effective: 1/1/15

	CENTURY PREFERRED 008053-044/045 IIBP 001	BLUE CARE PLUS I 008053-044/045 IIBP 002
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>Copay - \$30 Office Visit, \$35 Specialist Office Visit \$125 Emergency Room (waived if admitted), \$75 Urgent Care Centers \$175 Outpatient Surgery, Inpatient \$175 per day \$525 per stay/\$1,575 maximum per calendar year</p> <p>Out of Network Deductible - \$600/\$1,000/\$1,400 Cost Share Maximum \$1,600/\$2,800/\$4,000 Lifetime Maximum In-Network - Unlimited</p>	<p>\$30 Office Visit Copay, \$35 Specialists \$125 Emergency Room (waived if admitted), \$75 Urgent Care Centers 20% DME, Prosthetics Copay</p> <p>\$175 Outpatient Surgery, Inpatient \$175 per day \$525 per stay/\$1,575 maximum per calendar year</p> <p>Lifetime Maximum In-Network - Unlimited</p>
Preventive Care		
Pediatric	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Adult	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Vision	<p>\$35 Copay Covered once every two years Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every 24 months</p>
Hearing	<p>No Copay Covered once every two years as part of routine exam</p>	<p>No Copay Screening part of physical exam</p>
Gynecological	<p>No Copay Covered once per year Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every year</p>
Medical Services		
Medical Office Visit	<p>\$30 Copay - PCP; \$35 Copay - Specialist Out of Network - subject to deductible and co-in</p>	<p>\$30 Copay - PCP \$35 Copay - Specialist</p>
Outpatient PT/OT/ST/Chiro	<p>No Charge 50 Combined visits per member per calendar year (for PT/OT/Chiro) PT/OT subject to prior authorization</p>	<p>\$35 Copay Unlimited visits subject to medical necessity PT/OT subject to prior authorization</p>
Allergy Services	<p>\$35 Copay for office visits and testing No copay for injections 80 visits in 3 years Out-of-Network deductible and coinsurance</p>	<p>\$35 Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	<p>Covered Out-of-Network deductible and coinsurance Out patient, non-emergency high-cost diagnostics subject to prior auth.</p>	<p>Covered Out patient, non-emergency high-cost diagnostics subject to prior auth.</p>
Inpatient Medical Services	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Surgery Fees	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Office Surgery	<p>Covered</p>	<p>Covered</p>
Outpatient Mental Health/ Substance Abuse	<p>\$35 specialist copay Out-of-Network deductible and coinsurance</p>	<p>\$35 specialist copay</p>
Emergency Care		
Emergency Room	<p>\$125 Copay (waived if admitted)</p>	<p>\$125 Copay (waived if admitted)</p>
Urgent Care	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>
Ambulance	<p>Covered</p>	<p>Covered</p>

Town of Windsor Health Plan Comparison

DISPATCHERS

Effective: 1/1/15

	CENTURY PREFERRED 008053-044/045 HBP 001	BLUE CARE PLUS I 008053-044/045 HBP 002
Inpatient Hospital General/Medical/ Surgical/Maternity (Semi-private)	Pre-certification required Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	All hospital admissions require pre-cert Covered Per Admission Copay (above) Inpatient \$175 per day \$525 per stay
Ancillary Services (Medication, Supplies)	Covered Out-of-Network deductible and coinsurance	Covered
Psychiatric	Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$175 per day \$525 per stay
Substance Abuse/ Detox	Per Admission Copay Inpatient \$150 per day \$450 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$150 per day \$450 per stay
Rehabilitative	Covered up to 60 days per condition Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Covered up to 60 days per condition Per Admission Copay Inpatient \$175 per day \$525 per stay
Skilled Nursing Facility	Covered up to 120 days per calendar year Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Covered up to 90 days per calendar year Per Admission Copay Inpatient \$175 per day \$525 per stay
Hospice	Covered up to 60 days In-network Per Admission Copay (above) Out-of-Network deductible and coinsurance	Covered
Outpatient Hospital		In-network \$175 Copay Covered
Outpatient Surgery Facility Charges	In-network \$175 Copay Out-of-Network deductible and coinsurance	
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance	Covered; Dx X-ray subject to copay when performed in hospital as standalone procedure
Pre-Admission Testing	Covered Out-of-Network deductible and coinsurance	Covered
Other Services		
Durable Medical Equipment	Covered Out-of-Network deductible and coinsurance	20% coinsurance up to \$1,000 per calendar year Unlimited for specific items of DME
Prosthetics	Covered Out-of-Network deductible and coinsurance	20% coinsurance to \$1000 maximum per calendar year (Replacement requires prior authorization)
Home Health Care	200 visits per calendar year Out-of-Network deductible and coinsurance	Covered (Prior Authorization Required)
Medco Prescription (Prior auth, Step Therapy, and DQM)	Retail 30 dsy -\$10 generic/\$25 form. brand/\$45 nonform. Brand Mail Order \$20 generic/\$50 form. brand/\$90 nonform. brand Mail Order mandatory after 1st 90 days (upon 1st refill)	Retail 30 dsy -\$10 generic/\$25 form. brand/\$45 nonform. brand Mail Order \$20 generic/\$50 form. brand/\$90 nonform. brand Mail Order mandatory after 1st 90 days (upon 1st refill)

Town of Windsor Health Plan Comparison

APPENDIX B-2.3

DISPATCHERS

Effective: ~~1/1/15~~ 7/1/17

	CENTURY PREFERRED 008053-044/045 HBP 001	BLUE CARE PLUS 1 008053-044/045 HBP 002
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>Copay - \$30 \$35 Office Visit, \$35 \$40 Specialist Office Visit \$125 Emergency Room (waived if admitted), \$75 Urgent Care Centers \$175 \$200 Outpatient Surgery, Inpatient \$175 per day \$525 per stay/\$1,575 maximum per calendar year</p> <p>Out of Network Deductible - \$600/\$1,000/\$1,400 Cost Share Maximum \$1,600/\$2,800/\$4,000 Lifetime Maximum In-Network - Unlimited</p>	<p>Copay - \$30 \$35 Office Visit, \$35 \$40 Specialist Office Visit \$125 Emergency Room (waived if admitted), \$75 Urgent Care Centers 20% DME, Prosthetics Copay</p> <p>\$175 \$200 Outpatient Surgery, Inpatient \$175 per day \$525 per stay/\$1,575 maximum per calendar year</p> <p>Lifetime Maximum In-Network - Unlimited</p>
Preventive Care		
Pediatric	No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in	No Copay Covered according to age-based schedule
Adult	No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in	No Copay Covered according to age-based schedule
Vision	\$35 \$40 Copay Covered once every two years Out of Network - subject to deductible and co-in	No Copay Covered once every 24 months
Hearing	No Copay Covered once every two years as part of routine exam	No Copay Screening part of physical exam
Gynecological	No Copay Covered once per year Out of Network - subject to deductible and co-in	No Copay Covered once every year
Medical Services		
Medical Office Visit	\$30 \$35 Copay - PCP; \$35 \$40 Copay - Specialist Out of Network - subject to deductible and co-in	\$30 \$35 Copay - PCP \$35 \$40 Copay - Specialist
Outpatient PT/OT/ST/Chiro	No Charge 50 Combined visits per member per calendar year (for PT/OT/Chiro) PT/OT subject to prior authorization	\$35 \$40 Copay Unlimited visits subject to medical necessity PT/OT subject to prior authorization
Allergy Services	\$35 \$40 Copay for office visits and testing No copay for injections 80 visits in 3 years Out-of-Network deductible and coinsurance	\$35 \$40 Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance Out patient, non-emergency high-cost diagnostics subject to prior auth.	Covered Out patient, non-emergency high-cost diagnostics subject to prior auth.
Inpatient Medical Services	Covered Out-of-Network deductible and coinsurance	Covered
Surgery Fees	Covered Out-of-Network deductible and coinsurance	Covered
Office Surgery	Covered	Covered
Outpatient Mental Health/ Substance Abuse	\$35 \$40 specialist copay Out-of-Network deductible and coinsurance	\$35 \$40 specialist copay
Emergency Care		
Emergency Room	\$125 Copay (waived if admitted)	\$125 Copay (waived if admitted)
Urgent Care	\$75 Copay Urgent Care Network must be utilized for coverage	\$75 Copay Urgent Care Network must be utilized for coverage
Ambulance	Covered	Covered

Town of Windsor Health Plan Comparison

APPENDIX B-2-3

DISPATCHERS

Effective: 1/1/15 7/1/17

	CENTURY PREFERRED 008053-044/045 HBP 001	BLUE CARE PLUS I 008053-044/045 HBP 002
Inpatient Hospital	Pre-certification required Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	All hospital admissions require pre-cert Covered Per Admission Copay (above) Inpatient \$175 per day \$525 per stay
General/Medical/ Surgical/Maternity (Semi-private)		
Ancillary Services (Medication, Supplies)	Covered Out-of-Network deductible and coinsurance	Covered
Psychiatric	Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$175 per day \$525 per stay
Substance Abuse/ Detox	Per Admission Copay Inpatient \$150 per day \$450 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$150 per day \$450 per stay
Rehabilitative	Covered up to 60 days per condition Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Covered up to 60 days per condition Per Admission Copay Inpatient \$175 per day \$525 per stay
Skilled Nursing Facility	Covered up to 120 days per calendar year Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Covered up to 90 days per calendar year Per Admission Copay Inpatient \$175 per day \$525 per stay
Hospice	Covered up to 60 days In-network Per Admission Copay (above) Out-of-Network deductible and coinsurance	Covered
Outpatient Hospital	In-network \$175 \$200 Copay Out-of-Network deductible and coinsurance	In-network \$175 \$200 Copay
Outpatient Surgery Facility Charges		Covered
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance	Covered; Dx X-ray subject to copay when performed in hospital as standalone procedure
Prc-Admission Testing	Covered Out-of-Network deductible and coinsurance	Covered
Other Services	Covered Out-of-Network deductible and coinsurance	20% coinsurance up to \$1,000 per calendar year Unlimited for specific items of DME
Durable Medical Equipment		
Prosthetics	Covered Out-of-Network deductible and coinsurance	20% coinsurance to \$1000 maximum per calendar year (Replacement requires prior authorization)
Home Health Care	200 visits per calendar year Out-of-Network deductible and coinsurance	Covered (Prior Authorization Required)
Medco Prescription (Prior auth, Step Therapy, and DQM)	Retail 30 dsy -\$10 generic/\$25 form. brand/\$45 nonform. Brand Mail Order \$20 generic/\$50 form. brand/\$90 nonform. brand Mail Order mandatory after 1st 90 days (upon 1st refill)	Retail 30 dsy -\$10 generic/\$25 form. brand/\$45 nonform. brand Mail Order \$20 generic/\$50 form. brand/\$90 nonform. brand Mail Order mandatory after 1st 90 days (upon 1st refill)



Lumenos HSA Plan Summary

The Lumenos[®] HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

Your Lumenos HSA Plan

First – Use your HSA to pay for covered services:

Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:

- \$3,400 individual coverage
- \$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

Healthy Rewards

If you do this:

- Future Moms
- Healthy Lifestyles Online
- Enroll in ConditionCare
- Graduate from ConditionCare

You can earn this in your HSA:

- up to \$200
- up to \$150
- \$100
- \$200

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Some eligibility requirements apply. See page 2 for program descriptions.

Plus – To help you stay healthy, use:

Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits

Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

Then –

Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

Bridge

Your Bridge responsibility will vary.

Annual Deductible Responsibility

- \$2,000 individual coverage
- \$4,000 family coverage

If Needed –

Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers

80% for out-of-network providers

Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

Annual Out-of-Pocket Maximum

In-Network Providers:

- \$5,000 individual coverage
- \$6,850 family coverage

Out-of-Network Providers:

- \$5,000 individual coverage
- \$10,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility, your cost share amounts and cross accumulate.

If you have questions, please call toll-free 1-888-224-4896.

Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

Future Moms: Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

Healthy Lifestyles Online: Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

Enroll in ConditionCare: (Incentive \$100) Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

Graduate from ConditionCare: (Incentive \$200) There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA bank account or with another bank through which your employer is sponsoring your HSA.

Summary of Covered Services

Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer
 H. Influenza type b
 Polio
 Measles, Mumps, Rubella (MMR)

Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

Immunizations:

Hepatitis A
 Hepatitis B
 Diphtheria, Tetanus, Pertussis (DtaP)
 Varicella (chicken pox)
 Influenza – flu shot
 Pneumococcal Conjugate (pneumonia)
 Human Papilloma Virus (HPV) – cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



Lumenos HSA Plan Summary

Summary of Covered Services (Continued)

Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

Prescription Drugs – copay after deductible (when purchased from a network pharmacy*)

Retail (30 day supply)

- \$10 Tier 1 copayment
- \$25 Tier 2 copayment
- \$40 Tier 3 copayment

Mail Order (90 day supply)

- \$10 Tier 1 copayment
- \$50 Tier 2 copayment
- \$80 Tier 3 copayment

* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.



Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.

Agenda Item Summary

Date: February 6, 2017
To: Honorable Mayor and Members of the Town Council
Prepared by: James Bourke, Finance Director
Reviewed by: Peter Souza, Town Manager 
Subject: Annual Financial Audit Services

Background

In 2014, the Town Council appointed the firm of RSM US, LLP as the town auditor to carry out the annual financial audit of the town for fiscal years 2014, 2015 and 2016, with an option for two one-year extensions. This appointment was the result of a Request for Proposal (RFP) process for audit services that was conducted in January of 2014.

Discussion/Analysis

The fiscal year 2016 audit is the last audit to be conducted per the three-year engagement mentioned above. The current options are to negotiate a new one-year extension agreement with RSM US, LLP or conduct another RFP process.

Financial Impact

The cost for the fiscal year 2016 audit was \$60,700. If the Town Council elects to authorize a one-year extension with the current audit firm, town staff would negotiate and finalize an agreement including a fee for service to complete the FY 17 audit.

Other Board Action

During the Finance Committee's January 25th meeting, they recommended that the Town Council appoint the firm of RSM US LLP as the Town Auditor to carry out the financial audit for the Town for FY 2017 and to authorize the Town Manager to finalize a one-year agreement with the firm.

Recommendations

If the Town Council is in agreement, the following motion is recommended for approval:

“MOVE to appoint the firm of RSM US, LLP as the Town Auditor to carry out the financial audit of the Town of Windsor for fiscal year 2017, and authorize the Town Manager to finalize a one-year agreement with said firm.”

Attachments

None

Agenda Item Summary

Date: February 6, 2017

To: Honorable Mayor and Members of the Town Council

Prepared by: Jim Bourke, Finance Director

Reviewed by: Peter Souza, Town Manager 

Subject: Authorization to Pursue Debt Refinancing

Background

Finance staff has been working with our financial advisor and has identified an opportunity to refinance a series of bond issues due to lower market interest rates. The total amount proposed to be refinanced is \$7,275,000.

Discussion/Analysis

To authorize a refunding of already approved and issued bonds, the Town Council will need to pass an authorizing resolution. Unlike the procedures with a new bond issue, there are no hearing requirements as the original authorization was already granted by the Town Council.

Market rates are currently favorable and provide an opportunity to refinance \$7,275,000 in existing debt. Although it is too early to provide a precise dollar figure in terms of savings, we do expect to be able to structure a refinancing that could potentially save between \$235,000 and \$275,000 in debt service payments. These savings would be spread out across a number of years to allow the Town Council to achieve the goals of continuing to reinvest in the town's capital infrastructure and/or mitigate debt service impacts on the annual operating budget.

The refinancing would be structured so as not to extend the term of any of the original bond issues being refinanced. For example, the last maturity of the bond issues eligible for refinancing is year 2023. Therefore, if refinanced the new amortization schedule would be structured so the last maturity or final payment would happen in 2023.

If the Council approves this refinancing authorization, it is expected that the refinancing would occur in late May. The market conditions are favorable at this time and the town's advisors anticipate those conditions to remain positive in the near term. If rates turn upward, the town would forego the refinancing.

Financial Impact

The net impact of refinancing could potentially save between \$235,000 and \$275,000 in debt service payments over a seven-year period. The refinancing issue could be structured to achieve more savings in particular years (e.g., more dollar savings in the first 1 to 4 years).

Other Board Action

None

Recommendation

If the Town Council is in agreement, the following motions are recommended for approval:

1) Waiving of Reading

"RESOLVED, that the reading into the minutes of the text of the resolution entitled, "Resolution of the Town Council of the Town of Windsor authorizing the Issuance of refunding bonds for payment of the outstanding principal, interest and any call premium on the Town's \$8,930,000 general obligation refunding bonds, Issue of 2009 Series A; \$9,695,000 general obligation refunding bonds, Issue of 2009 Series B; \$12,305,000 general obligation refunding bonds, Issue of 2010 series B; and \$4,490,000 general obligation bonds, Issue of 2011; and costs related thereto" is hereby waived, the full text of the resolution having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the resolution be recorded with the minutes of this meeting."

2) Introduce & Approve Resolution

"RESOLVED that the following resolution entitled, "Resolution of the Town Council of the Town of Windsor authorizing the Issuance of refunding bonds for payment of the outstanding principal, interest and any call premium on the Town's \$8,930,000 general obligation refunding bonds, Issue of 2009 Series A; \$9,695,000 general obligation refunding bonds, Issue of 2009 Series B; \$12,305,000 general obligation refunding bonds, Issue of 2010 series B; and \$4,490,000 general obligation bonds, Issue of 2011; and costs related thereto" be introduced and approved."

Attachments

Resolution

Proposed Refunding Summary

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR AUTHORIZING THE ISSUANCE OF REFUNDING BONDS FOR PAYMENT OF THE OUTSTANDING PRINCIPAL, INTEREST AND ANY CALL PREMIUM ON THE TOWN'S \$8,930,000 GENERAL OBLIGATION REFUNDING BONDS, ISSUE OF 2009 SERIES A, \$9,695,000 GENERAL OBLIGATION REFUNDING BONDS, ISSUE OF 2009 SERIES B, \$12,305,000 GENERAL OBLIGATION REFUNDING BONDS, ISSUE OF 2010 SERIES B and \$4,490,000 GENERAL OBLIGATION BONDS, ISSUE OF 2011, AND COSTS RELATED THERETO

RESOLVED,

(a) That the Town of Windsor issue its refunding bonds, in an amount not to exceed EIGHT MILLION DOLLARS (\$8,000,000), the proceeds of which are hereby appropriated: (1) to the payment in whole or in part, as to be determined by the Town Manager and either the Treasurer or the Director of Finance of the Town, of the outstanding principal of and interest and any call premium on the Town's \$8,930,000 General Obligation Refunding Bonds, Issue of 2009 Series A, dated as of April 17, 2009 (consisting at original issue of \$2,879,000 General Purpose Bonds and \$6,051,000 School Bonds), \$9,695,000 General Obligation Refunding Bonds, Issue of 2009 Series B, dated as of April 17, 2009 (consisting at original issue of \$5,927,000 General Purpose Bonds and \$3,768,000 School Bonds), \$12,305,000 General Obligation Refunding Bonds, Issue of 2010 Series B, dated as of April 20, 2010 (consisting at original issue of \$6,096,000 General Purpose Bonds and \$6,209,000 School Bonds), \$4,490,000 General Obligation Bonds, Issue of 2011, dated as of April 12, 2011 (consisting at original issue of \$3,450,000 General Purpose Bonds and \$1,040,000 School Bonds) including the payment of interest accrued on said bonds to the date of payment, and (2) to pay costs of issuance of the refunding bonds authorized hereby, including legal fees, consultants' fees, trustee or escrow agent fees, underwriters' fees, bond insurance premiums, net interest and other financing costs and other costs related to the payment of the outstanding bonds described above. Such payment of the bonds to be refunded pursuant to this resolution may be accomplished, without limitation, through the funding of one or more escrows, and the application of the balance held in such escrows, together with the investment earnings thereon. The refunding bonds shall be issued pursuant to Section 7-370c of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

(b) That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign the bonds by their manual or facsimile signatures. The Town Manager and either the Treasurer or the Director of Finance of the Town are authorized to determine the bonds to be redeemed and the amount, date, interest rates, maturities, redemption provisions, form and other details of the refunding bonds; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds and escrow agent with respect to any refunding escrow or escrows to be funded with proceeds of the bonds; to designate a law firm as bond counsel to approve the legality of the bonds; to provide for the keeping of a record of the bonds; to sell the bonds at public or private sale; to deliver the bonds; and to perform all other acts which are necessary or appropriate to issue the bonds.

(c) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that costs of the refunding may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) 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 refunding. The Town Manager and either the Treasurer or the Director of Finance of the Town 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 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.

(d) That the Town Manager and either the Treasurer or the Director of Finance of the Town are authorized to make representations and enter into written agreements for the benefit of holders of the bonds 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.

(e) That the Town Council, the Town Manager, the Treasurer, the Director of Finance and other proper officers of the Town are authorized to take all other action which is necessary or desirable to enable the Town to effectuate the refunding of all or a portion of the Town's \$8,930,000 General Obligation Refunding Bonds, Issue of 2009 Series A, \$9,695,000 General Obligation Refunding Bonds, Issue of 2009 Series B, \$12,305,000 General Obligation Refunding Bonds, Issue of 2010 Series B and \$4,490,000 General Obligation Bonds, Issue of 2011, and to issue refunding bonds authorized hereby for such purposes, including, but not limited to, the entrance into agreements on behalf of the Town with holders of the bonds to be refunded, underwriters, trustees, escrow agents, bond insurers and others to facilitate the issuance of the refunding bonds, any escrow of the proceeds thereof and investment earnings thereon, and the payment of the outstanding bonds in whole or in part.

(f) That the above authorization to issue refunding bonds shall lapse on June 30, 2018.



Town of Windsor, CT

Proposed Refunding

Summary of Estimated Refunding Results

January 31, 2017



Independent Bond & Investment Consultants LLC

Madison, Connecticut
1-800-257-3462



Town of Windsor, CT

Refund Prior Bonds - \$7,275,000

- Refund on a “Current” Basis (within 90 days of the call):
 - March 2009 Refunding Issue, Series A – Callable maturities (2018-2019) - \$8,930,000 (Refunded the March 2001, 2002 and 2003 Bond Issues)
 - March 2009 Refunding Issue, Series B – Callable maturities (2018-2019) - \$9,695,000 (March 2004, April 2004 and June 2005 Bond Issues)
 - April 2010 Refunding Issue, Series B – Callable maturities (2018-2023) - \$12,305,000 (March 2004, September 2004, June 2005, June 2006, June 2007 and June 2008 Bond Issues)
 - April 2011 New Money Issue – Callable maturity (2022) - \$4,490,000 (Various Town and BOE Projects)



Town of Windsor, CT

Summary of Refunding Results*

	<u>Current Market</u>	<u>Plus 25 bps</u>
➤ New Par Amount:	\$7,180,000	\$7,220,000
➤ Refunded Bonds:	\$7,275,000	\$7,275,000
➤ All-In True Interest Cost:	2.036%	2.289%
➤ Avg. Coupon (new bonds):	3.521%	3.522%
➤ Avg. Coupon (prior bonds):	3.754%	3.754%
➤ Avg. Life (new bonds):	2.273%	2.276%
➤ Avg. Life (prior bonds):	2.355%	2.355%
➤ Cash Flow Savings (net of expenses):	\$277,836	\$233,497
➤ Net Present Value Savings:	\$259,926	\$217,537
➤ Percentage savings (prior bonds):	3.573%	2.990%

* Estimated results based on current market conditions.



Town of Windsor, CT

Estimated Cash Flow Savings – Refunded Debt Service Only

(CURRENT MARKET SCENARIO)			
Fiscal Year	Prior Debt Service	Refunding Debt Service	Cash Flow Savings
6/30/2018	\$ 279,525.00	\$ 133,500.70	\$ 146,024.30
6/30/2019	2,803,025.00	2,787,900.00	15,125.00
6/30/2020	2,598,887.50	2,577,225.00	21,662.50
6/30/2021	924,050.00	908,600.00	15,450.00
6/30/2022	835,175.00	786,800.00	48,375.00
6/30/2023	459,100.00	443,200.00	15,900.00
6/30/2024	132,600.00	117,300.00	15,300.00
	<u>\$ 8,032,362.50</u>	<u>\$ 7,754,525.70</u>	<u>\$ 277,836.80</u>

(CURRENT MARKET PLUS 25 BPS SCENARIO)			
Fiscal Year	Prior Debt Service	Refunding Debt Service	Cash Flow Savings
6/30/2018	\$ 279,525.00	\$ 134,290.13	\$ 145,234.87
6/30/2019	2,803,025.00	2,794,225.00	8,800.00
6/30/2020	2,598,887.50	2,593,250.00	5,637.50
6/30/2021	924,050.00	914,300.00	9,750.00
6/30/2022	835,175.00	797,200.00	37,975.00
6/30/2023	459,100.00	448,300.00	10,800.00
6/30/2024	132,600.00	117,300.00	15,300.00
	<u>\$ 8,032,362.50</u>	<u>\$ 7,798,865.13</u>	<u>\$ 233,497.37</u>



Town of Windsor, CT

Estimated Cash Flow Savings

(CURRENT MARKET SCENARIO)			
Fiscal Year	Aggregate Debt Service	Cash Flow Savings	Combined Estimated Debt Service
6/30/2017	\$ 6,883,995.57	\$ -	\$ 6,883,995.57
6/30/2018	6,531,556.25	(146,024.30)	6,385,531.95
6/30/2019	6,009,312.50	(15,125.00)	5,994,187.50
6/30/2020	5,838,125.00	(21,662.50)	5,816,462.50
6/30/2021	4,736,562.50	(15,450.00)	4,721,112.50
6/30/2022	3,541,392.50	(48,375.00)	3,493,017.50
6/30/2023	3,406,117.50	(15,900.00)	3,390,217.50
6/30/2024	2,355,487.50	(15,300.00)	2,340,187.50
6/30/2025	1,298,837.50	-	1,298,837.50
6/30/2026	848,050.00	-	848,050.00
6/30/2027	799,700.00	-	799,700.00
6/30/2028	362,100.00	-	362,100.00
	<u>\$42,611,236.82</u>	<u>\$ (277,836.80)</u>	<u>\$ 42,333,400.02</u>

(CURRENT MARKET PLUS 25 BPS SCENARIO)			
Fiscal Year	Aggregate Debt Service	Cash Flow Savings	Combined Estimated Debt Service
6/30/2017	\$ 6,883,995.57	\$ -	\$ 6,883,995.57
6/30/2018	6,531,556.25	(145,234.87)	6,386,321.38
6/30/2019	6,009,312.50	(8,800.00)	6,000,512.50
6/30/2020	5,838,125.00	(5,637.50)	5,832,487.50
6/30/2021	4,736,562.50	(9,750.00)	4,726,812.50
6/30/2022	3,541,392.50	(37,975.00)	3,503,417.50
6/30/2023	3,406,117.50	(10,800.00)	3,395,317.50
6/30/2024	2,355,487.50	(15,300.00)	2,340,187.50
6/30/2025	1,298,837.50	-	1,298,837.50
6/30/2026	848,050.00	-	848,050.00
6/30/2027	799,700.00	-	799,700.00
6/30/2028	362,100.00	-	362,100.00
	<u>\$42,611,236.82</u>	<u>\$ (233,497.37)</u>	<u>\$ 42,377,739.45</u>

Agenda Item Summary

Date: February 6, 2017

To: Honorable Mayor and Members of the Town Council

Prepared By: Paul Goldberg, Fire Administrator

Prepared By: Peter Souza, Town Manager 

Subject: Fire Department Self Contained Breathing Apparatus

Background

The Capital Improvements Program for FY 2017 to FY 2022 includes a project to replace a 1993 fire engine in FY 2017 as well as replacing and updating the department's Self Contained Breathing Apparatus (SCBA) and air bottles in FY 2018. As previously discussed with the Town Improvements Committee and the Health and Safety Committee, Fire Chief Lewis and I are recommending the scheduled years be changed so the authorization of the SCBA replacement occurs in FY 17.

Discussion/Analysis

The SCBA and bottles are key pieces of firefighter safety equipment and are in need of replacement by 2018 due to federal regulations/standards. The town previously applied for a federal grant to fund the SCBAs / air bottle replacement, but was not awarded funding. Due to the importance of this firefighter safety equipment, it is recommended that project authorization occur in FY 17 versus the fire engine replacement. The fire engine replacement would then be proposed to be rescheduled in the FY 2018 to FY 2023 CIP.

This project plans to replace 80 SCBAs, 160 bottles and an air compressor fill station. The number of SCBAs is based on the department's fleet of fire apparatus and support vehicles. The majority of the fleet is outfitted with six SCBAs based on the number of 'firefighter seat positions' in each vehicle. There are nine spare units as well as two units assigned to the Fire Marshal's operation as they are available to respond to day-time fire calls.

Financial Impact

Staff recently completed a solicitation of proposals from vendors for replacing 80 SCBAs, 160 bottles and an air compressor fill station. Based on the proposals, the estimated project cost including bonding expenses is \$720,000. Project funding is recommended to remain through the issuance of bonds.

The average annual debt service on a \$720,000 bond issue, based on a 20 year term at a 3.25% interest rate is \$48,000.

Other Board Action

None

Recommendations

If the Town Council is in agreement, the following motions are recommended for approval:

1) Waiving of the reading

“RESOLVED, that the reading into the minutes of the text of the ordinance entitled, “AN ORDINANCE APPROPRIATING \$720,000 FOR COSTS IN CONNECTION WITH THE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$720,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION” is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies made available to those persons attending this meeting; and the full text of the ordinance be recorded with the minutes of this meeting.”

2) Introduce an Ordinance

“MOVE to introduce an ordinance entitled, “AN ORDINANCE APPROPRIATING \$720,000 FOR COSTS IN CONNECTION WITH THE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$720,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION” the full text of the ordinance is available in the Town Clerk’s Office.

3) Set a Public Hearing

“RESOLVED, that a Public Hearing be set for Tuesday, February 21, 2017 at 7:15 p.m. (prevailing time) in the Council Chambers of the Windsor Town Hall, on the following ordinance entitled, “AN ORDINANCE APPROPRIATING \$720,000 FOR COSTS IN CONNECTION WITH THE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$720,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.”

And

“Be it further RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Special Town meeting.”

Attachments

Bond Ordinance

AN ORDINANCE APPROPRIATING \$720,000 FOR COSTS IN CONNECTION WITH THE FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$720,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$720,000) for costs in connection with replacement of the Fire Department's self-contained breathing apparatus (SCBA), air bottles and a compressor filling station with new equipment. The appropriation may be spent for the acquisition and installation of the new equipment, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project and its financing. The Fire Administrator is authorized to determine the scope and particulars of the project and may reduce or modify the project scope, and the entire appropriation may be expended on the project as so reduced or modified.

Section 2. That the Town issue bonds or notes in an amount not to exceed SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$720,000) to finance the appropriation for the project. The amount of bonds or notes authorized to be issued shall be reduced by the amount of grants received by the Town for the project and 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.

Section 3. 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 SEVEN HUNDRED TWENTY THOUSAND DOLLARS (\$720,000). 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 if the notes do not mature within the time permitted by said Section 7-378.

Section 4. That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign any bonds or notes by their manual or facsimile signatures. The Director of Finance shall keep a record of the bonds and notes. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds or notes. The Town Manager and either the Treasurer or the Director of Finance are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate one or more banks or trust companies to be the certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

Section 5. That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) 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 and either the Treasurer or the Director of Finance 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 or 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.

Section 6. That the Town Manager and either the Treasurer or the Director of Finance are authorized to make representations and enter into written agreements for the benefit of holders of the bonds or note 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 or notes.

Section 7. That the Town Council, the Town Manager, the Treasurer, the Director of Finance, the Director of Public Works 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 to finance the aforesaid appropriation.

APPROVED AS TO FORM:

Bond Counsel

ATTEST:

Town Clerk

Distributed to Town Council	_____
Public Hearing Advertised	_____
Public Hearing	_____
Adopted	_____
Advertised	_____
Effective Date	_____

Agenda Item Summary

Date: February 6, 2017

To: Honorable Mayor and Members of the Town Council

Prepared By: Robert Jarvis, P.E., Director of Public Works/Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Request for Appropriation – Town Hall Interior Improvements – Phase III

Background

The existing interior finishes of Town Hall were last renovated 26 years ago. Since that time, some of the wall coverings have become damaged or stained, the carpeting has become worn and stained beyond cleaning.

The 6-year Capital Improvement Program (CIP) highlighted a multi-phased plan to replace/improve the Town Hall finishes on a floor-by-floor basis. The Town Council approved funding in September 2015 to carry out these improvements to the first floor and east stairwell of Town Hall. Town Council approved Phase II in March 2016, which included the entire second floor and west stairwell. This renovation project was recently completed.

Discussion/Analysis

Phase III of this program is proposed to include the third floor of Town Hall. This phase will comprise the Health Department, Engineering Department, Building Department, Town Planning Department, Human Resources, Fire Marshal, the hallways and other offices.

The work would include removing the damaged wall coverings and replacing it with a more durable painted surface, replacing the ceiling tile and repainting the existing ceiling grid, and replacing the worn carpeting with new carpet tiles.

The town will procure the materials for use in the project. These include carpet tiles and paint. It is expected that the town will realize a savings of approximately 10% in contractor markups of these materials.

Staff respectfully requests that the Town Council waive bidding requirements to allow the Phase I and Phase II contractor to continue their work on the Town Hall Renovation project to Phase III of the project. McKinney Construction was the low bidder for Phase 1 of the project and completed that work in June 2016. They were also the lowest responsible bidder for Phase 2 of the project and recently completed that work. The Contractor will perform the Phase III work at a price per square foot that is less than the price for the Phase II work. The Contractor performed the first 2 phases of the interior renovation on schedule and within budget. They have gained a familiarity with the operation of town hall and the functional requirements of staff and town hall patrons. They leave a clean workplace, and have been respectful of

staff work areas and providing temporary accommodations. The Public Building Commission has endorsed the proposal to award McKinney Construction the third phase of the project.

Formal Town Council action on the request to waive bidding requirements is recommended to be considered at the Council's February 21st meeting.

Financial Impact

The breakdown of the Contractor's proposed Phase III costs are:

Materials (paint and carpeting)	\$ 60,000
Labor	200,000
Bonding	5,000
Contingency	<u>25,000</u>
Total	\$290,000

This project is in the Capital Improvements Program (CIP) for the current fiscal year. The CIP had assumed \$386,350 for this final phase of the project.

The average annual debt service on a \$290,000 bond issue, based on a 20 year term at a 3.25% interest rate is \$19,000.

Other Board Action

The Public Building Commission has endorsed the use of McKinney Construction for Phase III of the Town Hall Interior Improvements project. It is proposed that the Public Building Commission (PBC) would continue to oversee this project.

Recommendations

If the Town Council is in agreement, the following motions are recommended for approval:

1) Waiving of the Reading

“RESOLVED, that the reading into the minutes of the text of an ordinance entitled, “AN ORDINANCE APPROPRIATING \$290,000 FOR COSTS IN CONNECTION WITH TOWN HALL INTERIOR IMPROVEMENTS – PHASE III; AND AUTHORIZING THE ISSUE OF \$290,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION’ is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the ordinance be recorded with the minutes of this meeting.”

2) Introduction of Bond Ordinance

“MOVE to introduce an ordinance entitled, “AN ORDINANCE APPROPRIATING \$290,000 FOR COSTS IN CONNECTION WITH TOWN HALL INTERIOR IMPROVEMENTS – PHASE III; AND AUTHORIZING THE ISSUE OF \$290,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.”

3) Schedule a Public Hearing

“RESOLVED, that a Public Hearing be held at the Windsor Town Hall on Tuesday, February 21, 2016 at 7:15 p.m. (prevailing time) on the following ordinance entitled, ‘AN ORDINANCE APPROPRIATING \$290,000 FOR COSTS IN CONNECTION WITH TOWN HALL INTERIOR IMPROVEMENTS – PHASE III; AND AUTHORIZING THE ISSUE OF \$290,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.”

And

“BE IT FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Public Hearing.”

Attachments

Bond Ordinance

AN ORDINANCE APPROPRIATING \$290,000 FOR COSTS IN CONNECTION WITH TOWN HALL INTERIOR IMPROVEMENTS PHASE III; AND AUTHORIZING THE ISSUE OF \$290,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000) for costs in connection with Town Hall Interior Improvements Phase III, including the removal of damaged wall coverings on the third floor of Town Hall and replacement with a painted surface, as well as replacement of the carpeting and ceiling tile, and related improvements. The appropriation may be spent for design, construction and installation costs, equipment, materials, engineering, inspection and consultant fees, administrative costs, printing, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project and its financing. The Public Building Commission is authorized to determine the scope and particulars of the project and may reduce or modify the project scope, and the entire appropriation may be expended on the project as so reduced or modified.

Section 2. That the Town issue bonds or notes in an amount not to exceed TWO HUNDRED NINETY THOUSAND DOLLARS (\$290,000) to finance the appropriation for the project. The amount of bonds or notes authorized to be issued shall be reduced by the amount of grants received by the Town for the project and 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.

Section 3. 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 HUNDRED NINETY THOUSAND DOLLARS (\$290,000). 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 if the notes do not mature within the time permitted by said Section 7-378.

Section 4. That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign any bonds or notes by their manual or facsimile signatures. The Director of Finance shall keep a record of the bonds and notes. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds or notes. The Town Manager and either the Treasurer or the Director of Finance are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate one or more banks or trust companies to be the certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

Section 5. That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) 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 and either the Treasurer or the Director of Finance 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 or 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.

Section 6. That the Town Manager and either the Treasurer or the Director of Finance are authorized to make representations and enter into written agreements for the benefit of holders of the bonds or note 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 or notes.

Section 7. That the Town Council, the Town Manager, the Treasurer, the Director of Finance, the Director of Public Works 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 to finance the aforesaid appropriation.

APPROVED AS TO FORM:

Bond Counsel

ATTEST:

Town Clerk

Distributed to Town Council _____

Public Hearing Advertised _____

Public Hearing _____

Adopted _____

Advertised _____

Effective Date _____

Agenda Item Summary

Date: February 6, 2017

To: Honorable Mayor and Members of the Town Council

Prepared By: Robert Jarvis, P.E., Director of Public Works/Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Pavement Management Improvements at Town Facilities and Schools

Background

The town's 6-year Capital Improvements Program (CIP) includes a multi-year project to address pavement conditions within paved parking and driveway areas at town-owned facilities and schools. The pavement at several town facilities is in fair to poor condition. As the pavement continues to deteriorate, this may become a liability to the town.

Discussion/Analysis

The proposed pavement rehabilitation work will be similar to one of the rehabilitation methods done as a part of the annual pavement management program. At this time, we propose the milling and paving of 2" of existing bituminous concrete pavement. We do not propose to change the limits of the existing paved areas. Our paving activities will occur within the existing curb lines.

Prior to the paving operations, we will make any necessary drainage improvements. The project may also include the replacement of the deteriorated curb and sidewalk at the facilities.

Currently, improvements are proposed to be made to Clover Street School parking area, Oliver Ellsworth pavement, and portions of the LP Wilson Community Center site. These facilities receive many staff, visitors, and/or students on a regular basis. The areas to be rehabilitated may vary depending upon the actual cost of the work and severity of the pavement deterioration encountered.

Under this multi-year program, improvements have been made to parking areas, drives and walks at J.F.K. Elementary School, Clover Street Elementary School, Wilson Library, Stroh Park, Sharshon Park, and the Police Department.

Financial Impact

Bonding in the amount of \$210,000 is being requested at this time. The average annual debt service on a \$210,000 bond issue, based on a 20 year term at a 3.25% interest rate is \$14,000.

Other Board Action

None

Recommendations

If Town Council is in agreement, the following motions are recommended for approval:

1) Waiving of the Reading

“RESOLVED, that the reading into the minutes of the text of the bond ordinance entitled, ‘AN ORDINANCE APPROPRIATING \$210,000 FOR COSTS IN CONNECTION WITH PAVEMENT MANAGEMENT IMPROVEMENTS AT TOWN FACILITIES AND SCHOOLS; AND AUTHORIZING THE ISSUE OF \$210,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION’ is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the ordinance be recorded with the minutes of this meeting.”

2) Introduction of the Bond Ordinance

“MOVE to introduce a bond ordinance entitled, ‘AN ORDINANCE APPROPRIATING \$210,000 FOR COSTS IN CONNECTION WITH PAVEMENT MANAGEMENT IMPROVEMENTS AT TOWN FACILITIES AND SCHOOLS; AND AUTHORIZING THE ISSUE OF \$210,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.’

3) Schedule a Public Hearing

“RESOLVED, that a Public Hearing be held at the Windsor Town Hall on Tuesday, February 21, 2017 at 7:15 p.m. (prevailing time) on the following ordinance entitled, ‘AN ORDINANCE APPROPRIATING \$210,000 FOR COSTS IN CONNECTION WITH PAVEMENT MANAGEMENT IMPROVEMENTS AT TOWN FACILITIES AND SCHOOLS; AND AUTHORIZING THE ISSUE OF \$210,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.’

“And be it FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Public Hearing.”

Attachments

Bond Ordinance

AN ORDINANCE APPROPRIATING \$210,000 FOR COSTS IN CONNECTION WITH PAVEMENT MANAGEMENT IMPROVEMENTS AT TOWN FACILITIES AND SCHOOLS; AND AUTHORIZING THE ISSUE OF \$210,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000) for costs in connection with pavement management improvements at various Town facilities and schools, including milling and resurfacing of the pavement at the facilities, as well as other related pavement management activities such as line striping, sidewalk facilities repair, reconstruction, and installation, and related improvements. The appropriation may be spent for design, construction and installation costs, equipment, materials, engineering, inspection and consultant fees, administrative costs, printing, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project and its financing. The Director of Public Works is authorized to determine the scope and particulars of the project and may reduce or modify the project scope, and the entire appropriation may be expended on the project as so reduced or modified.

Section 2. That the Town issue bonds or notes in an amount not to exceed TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000) to finance the appropriation for the project. The amount of bonds or notes authorized to be issued shall be reduced by the amount of grants received by the Town for the project and not separately appropriated to pay additional project costs. The bonds or notes shall be issued pursuant to Sections 7-369 and 10-289 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.

Section 3. 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 HUNDRED TEN THOUSAND DOLLARS (\$210,000). 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 if the notes do not mature within the time permitted by said Section 7-378.

Section 4. That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign any bonds or notes by their manual or facsimile signatures. The Director of Finance shall keep a record of the bonds and notes. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds or notes. The Town Manager and either the Treasurer or the Director of Finance are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate one or more banks or trust companies to be the certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

Section 5. That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) 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 and either the Treasurer or the Director of Finance 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 or 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.

Section 6. That the Town Manager and either the Treasurer or the Director of Finance are authorized to make representations and enter into written agreements for the benefit of holders of the bonds or note 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 or notes.

Section 7. That the Town Council, the Town Manager, the Treasurer, the Director of Finance, the Director of Public Works 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 to finance the aforesaid appropriation.

APPROVED AS TO FORM:

Bond Counsel

ATTEST:

Town Clerk

Distributed to Town Council	_____
Public Hearing Advertised	_____
Public Hearing	_____
Adopted	_____
Advertised	_____
Effective Date	_____

Agenda Item Summary

Date: February 6, 2017

To: Honorable Mayor and Members of the Town Council

Prepared By: Robert Jarvis, P.E., Director of Public Works/Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Ball Field Renovations at Windsor High School

Background

In accordance with the recommendations made in the approved 2013 Athletic Field Master Plan (Plan), various field improvements at several athletic facilities throughout town have been prioritized in the town's 6-year Capital Improvement Program (CIP). The Plan addressed the existing athletic field infrastructure in 2012 and projected recreational needs and capital improvement planning. Recent field improvements at O'Brien Stadium, Oliver Ellsworth School and L.P. Wilson Community Center have been successfully undertaken.

Discussion/Analysis

The current Varsity and Junior Varsity softball fields and Junior Varsity baseball field located on the east side of Sage Park Road at the Windsor High School are highly utilized and have less than desirable playing surfaces. The Plan indicates that improvements to these fields will improve both their functionality and playability, as well as improve the configuration and playability of soccer fields in the project area. The proposed improvements include the minor re-orienting of the fields to better accommodate field usage, re-grading and supplementing the existing soils to improve turf establishment and ongoing maintenance of the fields, installation of new fencing, and improvements to the existing irrigation system.

Construction documents have been prepared and the project was bid in January. The lowest responsible bidder, of the seven bids received, was Mountain View Lawncare and Landscapes, the contractor for the O'Brien Field project and the L.P. Wilson field project. There were several alternates to the base bid, including items such as improved scoreboards, re-lamping the existing field lighting, and installing dugouts at the Varsity softball field. We will work with the contractor and the design consultant to review costs relative to desired bid alternates. If approved, construction could begin in June at the end of the school year with project completion estimated this fall. Play could resume as early as the fall of 2018.

The Town Council authorized the appropriation of funding for the design phase in December 2015. The FY17-FY22 CIP allocated \$842,000 towards the construction phase of the project.

Financial Impact

The current, estimated costs for the project are as follows:

Construction	\$743,200
Contingencies (10%)	\$74,300
Construction Inspection	\$15,000
<u>Bonding (1.5%)</u>	<u>\$12,500</u>
Total	\$845,000

The average annual debt service on an \$845,000 bond issue, based on a 20 year term at a 3.25% interest rate is \$57,000.

Other Board Action

The Town Planning and Zoning Commission will be requested to recommend approval of this project pursuant to C.G.S. Section 8-24 at its February 14, 2017 meeting.

Recommendations

If Town Council is in agreement, the following motions are recommended for approval:

1) Waiving of the Reading

“RESOLVED, that the reading into the minutes of the text of an ordinance entitled, ‘AN ORDINANCE APPROPRIATING \$845,000 FOR COSTS IN CONNECTION WITH WINDSOR HIGH SCHOOL - EAST FIELD IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF \$845,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION’ is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the ordinance be recorded with the minutes of this meeting.”

2) Introduction of Bond Ordinance

“MOVE to introduce an ordinance entitled, ‘AN ORDINANCE APPROPRIATING \$845,000 FOR COSTS IN CONNECTION WITH WINDSOR HIGH SCHOOL - EAST FIELD IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF \$845,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.”

3) Schedule a Public Hearing

“RESOLVED, that a Public Hearing be held at Windsor Town Hall on Tuesday, February 21, 2017 at 7:15 p.m. (prevailing time) on the following ordinance entitled, ‘AN ORDINANCE APPROPRIATING \$845,000 FOR COSTS IN CONNECTION WITH WINDSOR HIGH SCHOOL - EAST FIELD IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF \$845,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.”

And

“BE IT FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Public Hearing.”

Attachments

Bond ordinance

AN ORDINANCE APPROPRIATING \$845,000 FOR COSTS IN CONNECTION WITH WINDSOR HIGH SCHOOL - EAST FIELD IMPROVEMENTS; AND AUTHORIZING THE ISSUE OF \$845,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$845,000) for costs in connection with renovations to athletic fields at Windsor High School, including re-grading, field re-orientation, soil supplementation, irrigation improvements, installation of fencing, installation of new dugouts and bleachers, lighting improvements, construction of sidewalks, and other related improvements. The appropriation may be spent for design, construction and installation costs, equipment, materials, engineering, inspection and consultant fees, administrative costs, printing, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project and its financing. The Town Engineer is authorized to determine the scope and particulars of the project and may reduce or modify the project scope, and the entire appropriation may be expended on the project as so reduced or modified.

Section 2. That the Town issue bonds or notes in an amount not to exceed EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$845,000) to finance the appropriation for the project. The amount of bonds or notes authorized to be issued shall be reduced by the amount of grants received by the Town for the project and not separately appropriated to pay additional project costs. The bonds or notes shall be issued pursuant to Sections 7-369 and 10-289 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.

Section 3. 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 EIGHT HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$845,000). 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 if the notes do not mature within the time permitted by said Section 7-378.

Section 4. That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign any bonds or notes by their manual or facsimile signatures. The Director of Finance shall keep a record of the bonds and notes. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds or notes. The Town Manager and either the Treasurer or the Director of Finance are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate one or more banks or trust companies to be the certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

Section 5. That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) 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 and either the Treasurer or the Director of Finance 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 or 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.

Section 6. That the Town Manager and either the Treasurer or the Director of Finance are authorized to make representations and enter into written agreements for the benefit of holders of the bonds or note 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 or notes.

Section 7. That the Town Council, the Town Manager, the Treasurer, the Director of Finance, the Director of Public Works 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 to finance the aforesaid appropriation.

APPROVED AS TO FORM:

Bond Counsel

ATTEST:

Town Clerk

Distributed to Town Council

2/6/17

Public Hearing Advertised

Public Hearing

Adopted

Advertised

Effective Date

Town Council
Resignations/Appointments/Reappointments
February 6, 2017

Resignations

None

Appointments / Reappointments (to be acted upon at tonight's meeting)

A. One Unaffiliated Alternate Member

Commission on Aging & Persons with Disabilities

Two Year Term to expire November 30, 2018 or until a successor is appointed

(Marsha Brown – reappointment)

“MOVE to REAPPOINT Marsha Brown as an Unaffiliated Alternate member to the Commission on Aging & Persons with Disabilities for a two year term to expire November 30, 2018 or until a successor is appointed.”

B. One Democratic Alternate Member

Public Building Commission

Three Year Term to expire November 30, 2019 or until a successor is appointed

(Milo Peck – moved from Alternate to regular member – VACANT)

“MOVE to APPOINT Joseph Auclair as an Unaffiliated Alternate member to the Public Building Commission for a three year term to expire November 30, 2019 or until a successor is appointed.”

C. One Democratic Member

Public Building Commission

Three Year Term to expire November 30, 2019 or until a successor is appointed

(Richard Hazelton – reappointment)

“MOVE to REAPPOINT Richard Hazelton as a Democratic Member to the Public Building Commission for a three year term to expire November 30, 2019 or until a successor is appointed.”

D. One Democratic Member

Town Planning & Zoning Commission

Five Year Term to expire November 30, 2021 or until a successor is appointed

(Anita Mips – reappointment)

“MOVE to REAPPOINT Anita Mips as a Democratic Member to the Town Planning & Zoning Commission for a five year term to expire November 30, 2021 or until a successor is appointed.”

E. One Republican Alternate Member

Youth Commission

Two Year Term to expire September 30, 2018 or until a successor is appointed

(Onyeka Obiocha – VACANT)

“MOVE to APPOINT Wende Ann Cooper as an Unaffiliated Alternate member to the Youth Commission for a two year term to expire September 30, 2018 or until a successor is appointed.”

F. One Democratic Alternate Member

Zoning Board of Appeals

Two Year Term to expire November 10, 2017 or until a successor is appointed

(George Bolduc – moved from alternate position to regular membership – VACANT)

“MOVE to APPOINT Dawn Kirkwood as an Unaffiliated Alternate member to the Zoning Board of Appeals for a two year term to expire November 10, 2017 or until a successor is appointed.”

Names submitted for consideration of appointment

A. One Democratic Member

Commission on Aging & Persons with Disabilities

Three Year Term to expire January 31, 2020 or until a successor is appointed

(Amy Silliman-Avedesian – reappointment)

“MOVE to REAPPOINT Amy Silliman-Avedesian as a Democratic Member to the Commission on Aging & Persons with Disabilities for a three year term to expire January 31, 2020 or until a successor is appointed.”

B. One Democratic Member

Commission on Aging & Persons with Disabilities
Three Year Term to expire January 31, 2020 or until a successor is appointed
(Patricia Carroll – reappointment)

“MOVE to REAPPOINT Patricia Carroll as a Democratic Member to the Commission on Aging & Persons with Disabilities for a three year term to expire January 31, 2020 or until a successor is appointed.”

C. One Democratic Member

Conservation Commission
Five Year Term to expire November 30, 2021 or until a successor is appointed
(James Klase – reappointment)

“MOVE to REAPPOINT James Klase as a Democratic Member to the Conservation Commission for a five year term to expire November 30, 2021 or until a successor is appointed.”

D. One Republican Member

Conservation Commission
Five Year Term to expire November 30, 2021 or until a successor is appointed
(David Davis – resigned – VACANT)

“MOVE to APPOINT Nigel Pepin as a Green Member to the Conservation Commission for a five year term to expire November 30, 2021 or until a successor is appointed.”
(move up from Alternate position to regular membership on commission)

E. One Republican Member

Human Relations Commission
Three Year Term to expire May 31, 2017 or until a successor is appointed
(Richard Knickerbocker – resigned – VACANT)

“MOVE to APPOINT Tracy Green as an Unaffiliated member to the Human Relations Commission for a three year unexpired term to expire May 31, 2017 or until a successor is appointed.”

F. One *Republican* Member

Public Building Commission

Three Year Term to expire November 30, 2019 or until a successor is appointed

(Robert Gustafson – resigned – VACANT)

“MOVE to APPOINT James Bennett as an Unaffiliated member to the Public Building Commission for a three year term to expire November 30, 2019 or until a successor is appointed.”

(move up from Alternate position to regular membership on commission)

**Town Council
Council Chambers
Windsor Town Hall
January 17, 2017
Regular Council Meeting
Draft**

UNAPPROVED MINUTES

1) ROLL CALL

Mayor Trinks called the meeting to order at 7:30 p.m.

Present were: Mayor Donald Trinks, Councilor Randy McKenney, Councilor Alan Simon, Councilor Jill Jenkins, Deputy Mayor Jody Terranova, Councilor Donald Jepsen, Councilor Kenneth Wilkos, Councilor James Govoni and Councilor Bernard Petkis.

2) PRAYER – Councilor Petkis began the prayer by reflecting on the work of Martin Luther King, Jr., his struggles for justice and the dangers this entailed.

3) PLEDGE OF ALLEGIANCE – Councilor Petkis led in the Pledge of Allegiance.

4) PROCLAMATIONS/AWARDS – None

5) PUBLIC COMMUNICATIONS AND PETITIONS

Bob Wallick of 782 Stone Road stated his displeasure with the amount of jobs that have been filled by Windsor residents at the Amazon Fulfillment Center location, given the real estate tax abatement in the amount of \$1,600,000 that was given to Amazon to build its Day Hill Road warehouse.

REPORT OF APPOINTED BOARDS AND COMMISSIONS

a) Public Building Commission

Mayor Trinks noted there was nothing to report on this agenda topic as no meeting was held in January, 2017.

b) Metropolitan District Commission

Mr. Tim Curtis, member of the District Board of the Metropolitan District Commission (“MDC”) made his report to the Town Council as follows:

- A water main break that occurred at Town Hall earlier in the day (1/17/17) was taken care of.

- On December 22, 2016 the reservoirs were at 75% capacity which is the first drought trigger. An advisory notice went out to all residents as well as town government asking for conservation efforts with respect to discretionary tasks i.e. washing cars. As of now, the capacity is at 75.7%.
- As required by the MDC Charter, the MDC provided the Town of New Britain with water once its reservoir reached 30% capacity, and it is expected to continue to provide water to the Town of New Britain through the end of January, 2017.
- The next drought trigger is 53% capacity. If no event occurs that adds water to the reservoirs, it is projected the 53% drought trigger will occur in June, 2017. The 53% level equates to 100 days of water remaining.
- Niagara Bottling Plant ("Niagara") has not begun operations yet and has not indicated to the MDC when it expects to do so. Niagara has taken 500,000 gallons of water from the reservoirs for use in its Bloomfield plant and has not used any for bottling operations. The MDC expects Niagara to begin its bottle processing operations by February, 2017.
- Trader Joes is exploring the possibility of opening a distribution center in Bloomfield, CT near the existing Amazon Fulfillment Center. The MDC has asked Trader Joes for its estimate on daily water usage for the proposed location and Trader Joes has indicated it would use 25,000 gallons per day. The MDC does not deem this to be a large amount of water and there should be no problem.
- It is expected that a meeting will be scheduled on February 2, 2017 with the MDC and Town Managers and Mayors of the 8 member towns to discuss issues such as the industrial water rate (discounted), ad valorem, and sewer rates which pertains to the Clean Water Project. The rates are becoming high and are becoming difficult for towns and their residents to deal with. The industrial water rate which has been suspended by the MDC, had not yet been utilized by Niagara as it has not begun its bottling operations. Mr. Curtis added that at the meeting scheduled for February 2, 2017, the MDC will ask each of the 8 member towns how it could help each municipality with its economic development.
- MDC is looking into going from quarterly billing to monthly billing for some of its residential customers in the hopes of making payments easier (more affordable). This would impact customers that use MDC for both water and sewer services.

Mr. Curtis noted that the City of Hartford may not be able to pay its MDC sewer charges for two of the four billing cycles and Hartford's Mayor, Luke Bronin, has been meeting with surrounding City and Town representatives to explain some of the racial and economic disparities that exist in Hartford compared with their municipalities. While Mayor Bronin is seeking financial support for the City of Hartford, it is hoped that these meetings will raise awareness to the state legislature to do something to help the City of Hartford. Mayor Bronin is scheduled to make a presentation to Windsor town residents on Monday, January 23, 2017 at 6:30 p.m. in Council Chambers at Town Hall.

Councilor Govoni thanked Mr. Curtis for his comprehensive report and asked if the non-member towns that get water from the MDC (and do not receive sewer services) such as New Britain, Bristol and Glastonbury pay an ad valorem tax. Mr. Curtis replied that he did not believe so, however, he was not completely sure and would have to look into it.

Councilor Simon thanked Mr. Curtis for serving his six year term (which has expired) as a member to the District Board of the MDC. Councilor Simon asked if the industrial sewer rate offered to Niagara had been suspended (as well as the industrial water rate) and Mr. Curtis responded that it had been suspended. Councilor Simon noted that Trader Joes had sought to obtain the same industrial water and sewer rates that the MDC had offered to Niagara and that when the MDC provides a discount to help a single member town with economic development, the other 7 member towns subsidize that discount. Councilor Simon noted it was his opinion that MDC should take care of the water and sewers and keep out of the economic development business of the member towns.

Mr. Curtis stated that the MDC is looking for ways to lower its costs. It is becoming difficult to find ways to pay for the Clean Water project as residents that have both water and sewer services have to pay the surcharge while residents that have only one service do not. MDC has begun cross training staff and reclassifying some of its employees in the hopes of lowering its costs.

Councilor Jenkins thanked Mr. Curtis for his report and service as a member of the District Board of the MDC and asked what the MDC parameters were for suspending the industrial water and sewer rates for Niagara. Mr. Curtis responded that the MDC offered the industrial rates to Niagara, a volume user, as encouragement for Niagara to open its Plant in Bloomfield and believed that discounted rates would have a positive impact. There was in fact so much negative feedback that the MDC decided to suspend the discounted rates to Niagara for a one year period until the MDC can get the opinions of the 8 member towns whether to offer a discounted rate or not. Councilor Jenkins stated that if Niagara is not going to receive any discounts from the MDC for the next year and the MDC is looking for ways to lower its costs, why wouldn't the MDC offer the discounted rates? Mr. Curtis reiterated that the MDC will look to get the opinions of the 8 member towns before determining whether to discontinue or offer the discounted rates. Councilor Jenkins noted that this issue

needs to be flushed out and that all entities cannot be treated the same – perhaps a hospital should not be treated rate wise the same as a for profit water bottler.

Councilor Govoni expressed his concern over how financial responsibilities will be met with respect to the Federal Clean Water Act. Mr. Curtis responded that this was a good question. There are some commissioners who would prefer to do away with the ad valorem taxes and have the charges be paid by each household however, there are some municipalities that might be opposed to doing something like that. The MDC's hands are tied and cannot amend its Charter. The only body that can do that is the state legislature.

Mayor Trinks thanked Mr. Curtis for his service and Mr. Curtis noted that he would be happy to continue to serve until his successor has been appointed by the Town Council.

7) TOWN MANAGER'S REPORT

Community Conversation on Policing

Residents are invited to join Police Chief Melanson and members of the Windsor Police Department for a Community Conversation on Policing scheduled for Tuesday, January 31st from 6:30 PM to 8:30 PM in the town hall council chambers.

The discussion will focus on providing residents a better understanding of police work, increasing communication, and engage community members while discussing the department's overall philosophy and approach on policing. This is a free event.

Budget Workshops Begin February 2nd

The first of three budget workshops concerning the preparation of the 2017 - 2018 budget will be held Thursday, February 2nd from 6:30 PM to 8:30 PM in the Windsor Town Hall Council Chambers. The meeting is planned to be an informal and interactive gathering that will provide residents with an opportunity to hear an overview on the upcoming fiscal year 2018 budget process.

Additional budget workshops are scheduled to take place March 2nd and March 28th from 6:30 PM to 8:30 PM at town hall.

We are once again partnering with the League of Women Voters and CTVotes organizations to offer three community budget forums beginning in April and continuing until the budget referendum in May. The dates, locations and times of these forums vary to accommodate the schedules of all residents and are listed in the winter edition of *There's a lot to do in Windsor* magazine as well as the town website. I will keep you updated as the dates draw near. For more information call 860-285-1835.

Town Hall Meeting with Hartford Mayor Luke Bronin

On January 23, 2017 from 6:30 PM to 8:30 PM, Windsor residents are invited to join in a conversation with Hartford Mayor Luke Bronin to discuss "Our Capital City's Future."

The meeting will be held in the Town Hall Council Chambers. With downtown residential units filling up, UCONN opening a new campus, and commuter rail service set to begin in 2018, Hartford is a city with lots of potential. But Hartford is also facing a significant and urgent budget crisis, with a deficit of \$50 million next year and even larger deficits projected in the years ahead. This is a chance for residents to talk directly with Mayor Bronin about both the opportunities and the challenges facing our Capital City. For more information, call 860-285-1800.

Income Tax Consulting for Seniors

Income tax consulting for seniors begins Monday, February 2nd and will be held every Monday and Thursday through April 6th from 9:00 AM to 11:00 AM at the Windsor Senior Center. (No appointments for February 20) Seniors can get the advice they need to fill out their federal and state income tax returns from trained AARP volunteers. Bring your 1099 and W/2 forms together with a copy of last year's tax return. This is a free service, but appointments are necessary and available spots fill quickly. Make an appointment by calling 860-285-1992.

Special Election Set for February 28

Governor Dannel P. Malloy by special writ has ordered a Special Election for Tuesday, February 28, 2017 to fill a vacancy in the 2nd State Senatorial District due to the resignation of Senator Eric Coleman. The 2nd State Senatorial District comprises voting Districts 1 through 6 in the Town of Windsor. Any registered voter residing in Districts 1 through 6 is eligible to vote in the Special Election. Absentee ballots for the Special Election will be available in the Town Clerk's Office beginning Friday, January 27, 2017 through Monday, February 27, 2017.

8) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor McKenney – none

Councilor Petkis – none

Councilor Simon – none

Councilor Govoni – none

Councilor Jenkins – thanked Mr. Wallick for his concerns on the Amazon Fulfillment Center tax abatement and stated that this needed to be looked into further. She thanked everyone who participated in the Martin Luther King, Jr. Day celebration that was held the prior day in Council Chambers noting the event was a huge success, that it was a beautiful sight to see and a great celebration of unity in the community.

Councilor Wilkos – none

Deputy Mayor Terranova – none

Councilor Jepsen – thanked everyone who came out and supported the Addison Road project.

Mayor Trinks – stated that the Martin Luther King, Jr. Day celebration was amazing and also congratulated Councilor Petkis on his promotion to Sergeant with the Police Department.

9) REPORTS OF STANDING COMMITTEES

Special Projects Committee - Councilor McKenney – None

Town Improvements Committee - Councilor Simon – None

Health & Safety Committee - Councilor Jenkins – None

Finance and Personnel Committee - Deputy Mayor Terranova reported that there were many interviews held the prior week and that the names submitted for consideration would be voted on at the Town Council meeting scheduled for February 6, 2017.

10) ORDINANCES - None

11) UNFINISHED BUSINESS - None

12) NEW BUSINESS

a) Appointment of Clerk of the Council

Deputy Mayor Terranova MOVED and Councilor Jepsen seconded to affirm the Mayor's appointment of Ms. Christine Healey as Clerk of the Town Council.

Motion Passed 9-0-0

b) Presentation on Job Classification and Compensation Study

Town Manager Souza introduced Amelia Bliss, Director of Human Resources, for the Town of Windsor and Joellen Earl from GovHR USA, noting the purpose of tonight's presentation was to provide a brief overview of the process that the Town is involved in regarding completion of a Classification and Compensation Study of the Town's Administrative Pay Plan. Ms. Earl's presentation materials were provided electronically to the Town Council members prior to the meeting via their Dropbox folder.

Ms. Earl provided background information on herself and her firm, noting GovHR USA is located in Northbrook, IL that provides services throughout the United States.

Ms. Earl then provided the outline for the evening's presentation as follows:

- Scope of Work

-
- Job Evaluation – Internal Equity
 - Compensation and Benefits Survey – External Equity
 - Development of Classification Plan
 - Development of Compensation Plan
 - Next Steps – Timeline for Completion
 - Questions

Scope of Work

In October, 2016 Ms. Earl began her onsite work with the Town of Windsor collecting information, meeting with employees, and asking many questions. Ms. Earl came back in November, 2016 and interviewed employees while simultaneously developing a survey that was sent out to comparable municipalities. GovHR is currently in the process of compiling all of the data which will be submitted to town staff to review and within a couple of months, Ms. Earl expects to make a presentation of the report to the Town Council.

Job Evaluation – Internal Equity

GovHR is working on a new classification plan which considers nine factors in scoring and ranking the questionnaires that have been provided to staff members. It is expected that there will be between 9-12 grades. This plan is developed based on internal equity, meaning how positions are related to each other in Windsor.

Compensation and Benefits Survey – External Equity

GovHR sent out a survey that contained 8 criteria, which were mostly financial factors, to municipalities comparable to Windsor. The majority of the completed surveys have been received and the data is being used in the development of a classification plan.

Development of Classification Plan

GovHR will sort classifications by value and assign a rank from entry level (Grade 1) through Department Directors and the grade will be determined. Classifications with similar values will be in the same grade and some reclassifications may be recommended as a result of the job analysis.

Development of Compensation Plan

The compensation data received by each municipality will be looked at very thoroughly to make sure that it is applicable and should be used. Salary bands will be developed and applied to the classifications and proposed salaries will be linked within the bands developed. Gradation and ranges for the bands are developed and positions within the same grade are assigned the same proposed salary range.

Next Steps – Timeline for Completion

GovHR has provided much data to the Town for its review. A draft written report which is anticipated to contain 20 to 30 pages of narration and 60 to 80 pages of data will be submitted to the Town for its review and the Town will provide its feedback to Ms. Earl. Ms. Earl will present GovHR's final recommendations and a Final Report to the Town Council and this is expected to take place sometime in March, 2017.

Town Manager Souza noted that the Town's existing pay plan for its unaffiliated full time employees is very different from what Ms. Earl's final recommendations and final report will show. This study does not include the union positions or the adult day care or early childhood education positions. The Town Council is the body that would adopt the pay plan as well as any job description changes. Town Manager Souza asked council members for any comments or questions they might have.

Councilor Simon asked Ms. Bliss what the process was for selecting this specific vendor as he is interested in seeing how much outsourcing, such as this, the Town does. Ms. Bliss responded that the Human Resources Department developed a Request for Proposal ("RFP") which was then emailed to approximately 15 to 20 human resource consulting firms. Once the RFPs were received back, the firms were ranked (based on qualifications, experience and pricing), narrowed down to the top three and those three firms were interviewed.

Councilor Simon asked what the range of fees were in the RPS that were received back and Ms. Bliss responded on the low end in the \$20,000 to \$25,000 range and on the high end in the \$78,000 to \$80,000 range. There were no other questions or comments and Councilor Jenkins thanked Ms. Earl for her comprehensive report.

- c) Approve Prospect Hill Road Reconstruction – Phase 2 Project Authorization Letter and set Special Town Meeting to authorize use of grant funds.

Councilor Jepsen MOVED and Deputy Mayor Terranova seconded the following: RESOLVED, that a Special Town meeting be set for Monday, February 6, 2017 at 6:45 p.m. (prevailing time) in the Council Chambers of the Windsor Town Hall, to approve or disapprove the acceptance and expenditure of grant funds from the State of Connecticut for the Prospect Hill Road Reconstruction project;

And

Be it further RESOLVED that the Town Clerk is authorized and directed to post and publish notice of said Special Town meeting.

Town Manager Souza asked Bob Jarvis, Director of Public Works/Town Engineer to make a presentation on the Prospect Hill Road Reconstruction, Phase 2.

Mr. Jarvis noted Phase 2 is the continuation of pavement reconstruction and streetscape improvements along the corridor from the end of the Phase 1 project at West Street, to the

intersection of Harvest Lane. Phase 2 work includes similar paving work as Phase 1 and the Town Council is aware the town was selected to receive funding for Phase 2 of this project under the state's Local Transportation Capital Improvement project which is a project that provides 100% state funding for the construction phase of this project. Due to the dollar value of the grant, a Special Town Meeting is required.

The town entered into a Master Municipal Agreement ("MMA") in April 2013 for construction projects with the Connecticut Department of Transportation ("CT DOT"). The MMA for construction projects covers non-project specific provisions. The funding for individual projects to be covered under the MMA is to be authorized with a Project Authorization Letter ("PAL"). The PAL is the written documentation that authorizes distribution of funding to the municipality for a specific type of project and includes the financial data related to the project as well as any affirmative action goals assigned to the project.

The final design for the reconstruction has been submitted to and approved by the CT DOT. The town must now execute the PAL for the project to receive authorization to advertise the construction. Phase 2 of this project, which is estimated to have a total construction cost of \$1,947,381, is being funded 100% by the state, and upon receipt of construction bids, the state will transfer money to the Town in the amount of the low bid plus an additional 20% to cover extra incidental and miscellaneous costs. Any unused funds are required to be returned to the state.

Councilor Jepsen commented that he hoped that the low bid plus the 20% will be less than the estimated cost of \$1,947,381 and asked Town Manager Souza what action would be required if the cost were in excess of the \$1,947,391. Town Manager Souza replied that he had not discussed this with the Town Attorney; however based on past practices, it may require that it has to go before the authorizing body and that he would confirm this with the Town Attorney. Mr. Jarvis noted that he expects a favorable bidding environment on this project (especially if it goes out to bid this winter) and is confident that the consultant and resources used have submitted an accurate estimate.

Motion Passed 9-0-0

Councilor Jepsen MOVED and Deputy Mayor Terranova seconded that Peter Souza, Town Manager, be authorized to sign the Project Authorization Letter for the Prospect Hill Road Reconstruction, Project No. L164-0002, under Master Agreement No. 02.28-02(13) upon Special Town Meeting approval of expenditure of grant funds.

Motion Passed 9-0-0

- d) Refer Public Safety Complex and Parks Garage Relocation Project – Phase 1 to the Public Building Commission for implementation and oversight

Councilor Jepsen MOVED and Deputy Mayor Terranova seconded to Refer Public Safety Complex and Parks Garage Relocation Project – Phase 1 to the Public Building Commission for implementation and oversight.

Town Manager Souza noted that at the Special Town Meeting held at 6:45 p.m. tonight (prior to the Town Council Meeting) project authorization for Phase 1 of the Public Safety Complex and Parks Garage Relocation project was submitted for final consideration and approved, thereby making it appropriate that the Public Building Commission take over the implementation and oversight of the Public Safety Complex and Parks Garage Relocation Project - Phase 1.

Motion Passed 9-0-0

13) RESIGNATIONS AND APPOINTMENTS

Deputy Mayor Terranova MOVED and Councilor Jepsen seconded to approve the appointment of John Avedisian as a Republican member to the Metropolitan District Commission for a six year term to expire January 1, 2023 or until a successor is appointed.

Councilor Simon noted at the last Town Council meeting, the topic of a Governor designated representative to the MDC was discussed. This candidate, Timothy Fitzgerald, has submitted his application and the Governor's personnel will review it.

Motion Passed 9-0-0

14) MINUTES OF PRECEDING MEETINGS

a) Minutes of the January 3, 2017 Public Hearing

Councilor Jepsen MOVED and Deputy Mayor Terranova seconded to approve the unapproved minutes of the January 3, 2017 Public Hearing as presented.

Motion Passed 9-0-0

b) Minutes of the January 3, 2017 Regular Town Council Meeting

Councilor Jepsen MOVED and Deputy Mayor Terranova seconded to approve the unapproved minutes of the January 3, 2017 Regular Town Council meeting as presented.

Motion Passed 9-0-0

15) PUBLIC COMMUNICATIONS AND PETITIONS

Corallee Jones of 1171 Matianuck Avenue thanked Mr. Curtis for his informative MDC report and noted she agrees with Councilor Simon that the MDC should not get involved with economic development as it is not their responsibility.

16) EXECUTIVE SESSION

Councilor Jepsen MOVED and Deputy Mayor Terranova seconded to enter into executive session at 8:40 p.m. to discuss the selection of a site or a lease, sale or purchase of real estate.

Motion Passed 9-0-0

Present for executive session were all 9 Town Council members and Town Manager Peter Souza.

Councilor Jepsen MOVED and Councilor McKenney seconded to leave executive session at 9:15 p.m.

Motion Passed 9-0-0

17) ADJOURNMENT

Councilor Jepsen MOVED and Councilor McKenney seconded to adjourn the meeting at 9:16 p.m.

Motion Passed 9-0-0

Respectfully Submitted,

Christine A. Healey
Clerk of the Town Council