



TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, March 27, 2006
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.

AGENDA

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EXECUTIVE SESSION

REGULAR MEETING-MANSFIELD TOWN COUNCIL-MARCH 13, 2006

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

I. ROLL CALL

Present: Blair, Clouette, Haddad, Hawkins, Koehn, Paulhus, Redding, Schaefer

Absent: Paterson

II. APPROVAL OF MINUTES

Mr. Hawkins moved and Ms. Redding seconded to approve the minutes of the February 27, 2006 meeting.

Motion so passed with Mr. Schaefer abstaining.

III. MOMENT OF SILENCE

Deputy Mayor Haddad requested a moment of silence for the troops serving abroad.

IV. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL

Richard Long, 31 Westgate Lane, emphasized the need for a full complement of voting commissioners on the Housing Authority. Mr. Long had previously informed the Council that he would no longer attend meetings after January 2006 and expressed concern that the Council had not yet appointed a member to take his place.

Ms. Redding, Chair of the Committee on Committees, thanked Mr. Long for his service and explained that the committee has been looking for a replacement and would like to talk to the Housing Authority in the near future.

Jane Ann Bobbit, 88 Atwoodville Road, explained that the Housing Authority operation is complex and important to the town. She reiterated the need for full membership.

V. OLD BUSINESS

1. Fenton River

Martin Berliner, the Town Manager, reported on a meeting he attended with Mayor Paterson on the Fenton River Study. Some of the progress made includes the replacement of a couple of thousand feet of water

transmission lines and the replacement of 2 of the 4 well pumps. He also stated that the University of Connecticut is working with the town on governance issues and is starting up an advisory group to explore the options. Minutes of the attended meeting will be included in the next Town Council Packet.

2. Campus/Community Relations

No Report

3. Budget Review Calendar for the Fiscal Year 2006/07

Mr. Schaefer moved and Mr. Paulhus seconded, effective March 13, 2006, to adopt the Budget Review Calendar for Fiscal Year 2006/07, as presented by town staff.

Mr. Hawkins noted that April 26th was listed twice. The correction to change the first of these to April 24th was accepted as a friendly amendment, as was Mr. Schaefer's request that the General Government discussion be moved to April 12th.

Motion so passed.

4. Earth Day, April 22, 2006

Matt Hart, Assistant Town Manager, reported that the Clean Energy Team is trying to put an event together to celebrate Earth Day. The town also sponsors Rid Litter Day every year.

VI. NEW BUSINESS

5. WPCA, Community Sewer System Agreement – Knollwood Apartments

Mr. Hawkins moved and Mr. Paulhus seconded to recess as the Town Council and convene as the Water Pollution Control Authority.

Motion so passed.

Mr. Hawkins moved and Mr. Clouette seconded, effective March 13, 2006 to authorize Martin H Berliner, Town Manager, to execute the attached Community Sewer System Operation and Maintenance Agreement between the Water Pollution Control Authority of the Town of Mansfield and U of C 242, LLC for the Knollwood Apartments.

Motion so passed.

Mr. Paulhus moved and Mr. Clouette seconded to adjourn as the Water Pollution Control Authority and reconvene as the Town Council.

Motion so passed.

6. Third Amendment to Fire Protection Agreement

Mr. Hawkins moved and Ms. Blair seconded, effective March 13, 2006, to authorize the Town Manager, Martin Berliner, to execute the attached "Third Amendment to Fire Protection Agreement" between the Town of Mansfield and the Eagleville Fire Department, Inc., and the attached "Third Amendment to Fire Protection Agreement" between the Town of Mansfield and the Mansfield Volunteer Fire Company, Inc.

Dave Dagon, Fire Chief, commented that the Companies have been sent the agreement and that the agreement is essentially the same as prior agreements but provides a 90- day extension to allow the new Mansfield Fire Fighters Association to form. Successor agreements will be made with this organization.

Motion so passed.

7. An Ordinance Regulating Bikeways

Mr. Clouette moved and Mr. Paulhus seconded, effective March 13, 2006, to schedule a public hearing for 7:30 p.m. at the Town Council's regular meeting on March 27, 2006, to solicit public comment regarding the proposed Ordinance Regulating Bikeways.

Mr. Haddad requested assurance from the staff that Section 10 of the ordinance would not prohibit power wheel chairs or other devices that people with disabilities use to get around town. This use could be added to Section 9 as a permitted use. Staff will check with the Town Attorney to ascertain that this addition is not considered a substantial change.

Ms. Koehn asked if the ordinance should address dog litter. Mr. Clouette agreed with the idea but questioned whether or not it should be done separately or should include other public accesses. Staff will investigate whether or not this should be a separate ordinance or should be included in each ordinance to which it is applicable.

Motion so passed.

8. Housing Code for the Town of Mansfield.

Michael Nintean, Building Official and Matt Hart, Assistant Town Manager presented the draft ordinance to adopt a Housing Code for the Town of Mansfield. They stated that, if approved, the town would adopt the provisions of the *International Property Maintenance Code*, amending it as needed. The presentation outlined the purpose, structure, scope and staffing of the ordinance. The next step in the process is Town Council review followed by at least one public hearing.

Council members expressed concern regarding short-term rentals due to summer vacations, sabbaticals or awaiting construction of a new house and how these situations might be handled. The staff will look at possible wording. Mr. Hawkins complimented Mr. Hart and Mr. Nintean on their work noting that it is overdue and will help with issues confronting off campus housing like overcrowding, substandard living situations and fire safety conditions.

Mr. Hart noted that the Mansfield Community/Campus Partnership has reviewed and endorsed the program.

Mr. Hawkins moved and Ms. Blair seconded to schedule a public hearing for the Housing Code of the Town of Mansfield for April 24, 2006 at 7:30 p.m.

Motion so passed.

VI. DEPARTMENTAL REPORTS

VII. REPORTS OF COUNCIL COMMITTEES

Ms. Koehn reported that the Special Committee on Charter Revision continues to meet to interview potential commission members. The Committee expects to bring both the recommendations for appointment and the charge to the Council on March 27, 2006.

Ms. Redding noted that the Committee on Committees is continuing to review the charges of the committees and will be discussing the vacancy on the Housing Authority.

VIII. TOWN MANAGER'S REPORT

The Downtown Partnership met on March 7th.

The School Building Committee met on March 8th and selected a consultant to talk to the stakeholders and look at renovations especially in the areas of security issues and code issues.

The Town University Relations Committee will meet on March 14th.

Town Council tours will leave from the town hall on March 15th and 21st to look at projects around town. The tours will last from 3 p.m. to 6 p.m.

The Manager distributed a list of potential items to include in the Charge to the Charter Revision Commission and copies of the proposed budget for Region 19.

IX. FUTURE AGENDA ITEMS

Ms. Koehn requested that the UConn Advisory Water Committee be a future agenda item.

IX. PETITIONS, REQUEST AND COMMUNICATIONS

9. Aquifer Protection Area Regulations of the Town of Mansfield – Ms. Koehn asked for clarification on whether or not the regulations protect future water supply sites and wells.
10. M. Berliner to T. Callahan re: UConn Water/Wastewater System Policy Advisory Committee – Ms. Koehn expressed her concerns regarding the composition of the committee and the public's opportunity to be informed. She requested an opportunity for the Council to review the synopsis of the Milone and McBrown report.
11. CCM Federal Issues Bulletin
12. Connecticut Department of Transportation re: 2006 Construction Season Paving Program
13. Hartford Business Journal, "More Committing to Green Energy"
14. J. Kaufman re: WHIP Cost Share Program
15. E. Paterson re: Mansfield Downtown Partnership
16. Smart Power – The Monthly Charge Newsletter
17. State of CT Military Department re: Initiatives Supporting Service Members
18. Storm Water Sampling Report 4th Quarter, Stadium Road Detention Basin
19. The New York Times, "Open Space: Preserving It Takes a Village"
20. UConn Students Enrolled at Storrs Campus, 1985-2006
21. University of Connecticut Advance, "Campus-wide Efforts Helping the Environment"

X. EXECUTIVE SESSION

Ms. Blair moved and Mr. Clouette seconded to go into Executive Session.

Motion so passed.

Present: Blair, Clouette, Haddad, Hawkins, Koehn, Paulhus,
Redding, Schaefer

Also present: Martin Berliner, Town Manager

Absent: Paterson

Personnel Issues

Mr. Clouette moved and Mr. Hawkins seconded to move out of Executive Session.

Motion so passed.

XI. ADJOURNMENT

Mr. Paulhus moved and Ms. Blair seconded to adjourn the meeting at 9:15 p.m.

Motion so passed

Gregory Haddad, Deputy Mayor

Mary Stanton, Town Clerk

THIRD AMENDMENT TO FIRE PROTECTION AGREEMENT

This third amendment is entered into as of March __, 2006, by and between the Town of Mansfield ("Town"), on the one hand, and the Eagleville Fire Department, Inc. ("Fire Department"), on the other hand. The Town and the Fire Department shall be referred to herein, from time to time, as the "Parties."

WHEREAS, on April 20, 1990, the Parties entered into an agreement entitled "Fire Protection Agreement;"

WHEREAS, on February 19, 1997, the Parties entered into an amendment to said Fire Protection Agreement;

WHEREAS, the Town gave timely and proper notice to the Fire Department of termination of the Fire Protection Agreement, as amended, effective April 20, 2005;

WHEREAS, pursuant to the "Second Amendment to Fire Protection Agreement," the present term of said agreement ends on April 25, 2006;

WHEREAS, the Parties contemplate the formation of a municipal fire department and a reorganization of the volunteer fire companies that serve the Town;

WHEREAS, the contemplated formation of a municipal fire department and reorganization of volunteer fire companies cannot be accomplished by April 25, 2006;

WHEREAS, the Parties desire to extend their Fire Protection Agreement, as amended, until formation of a municipal fire department and reorganization of the volunteer fire companies has been accomplished;

NOW, therefore, in consideration of the promises contained herein, the Town and the Fire Company do hereby agree:

1. By agreement of the Parties the term of the Fire Protection Agreement, as amended, is hereby extended until the occurrence of the earlier of the following two events:

a. Completion of the process of formation of a municipal fire department and reorganization of the volunteer fire companies as evidenced by: (i) incorporation of a successor volunteer organization; (ii) execution of an assumption agreement between the Parties; (iii) transfer of the State of Connecticut emergency service designations from the Fire Department to the Town; and (iv) formal dissolution of the existing volunteer companies; or

b. July 26, 2006.

2. The Fire Department agrees to continue to perform all of its obligations, as presently exist under the Fire Protection Agreement, as amended, during the extended term beginning on April 26, 2006 and continuing until the earlier of the two events specified above in Paragraph 1.

3. The Parties agree that the date set above in Paragraph 1(b), may be extended upon written agreement of both Parties.

President, Eagleville Fire Department, Inc.
Duly Authorized

Martin H. Berliner, Town Manager
Duly Authorized

THIRD AMENDMENT TO FIRE PROTECTION AGREEMENT

This third amendment is entered into as of March __, 2006, by and between the Town of Mansfield ("Town"), on the one hand, and the Mansfield Volunteer Fire Company, Inc. ("Fire Company"), on the other hand. The Town and the Fire Company shall be referred to herein, from time to time, as the "Parties."

WHEREAS, on April 25, 1990, the Parties entered into an agreement entitled "Fire Protection Agreement;"

WHEREAS, on February 19, 1997, the Parties entered into an amendment to said Fire Protection Agreement;

WHEREAS, the Town gave timely and proper notice to the Fire Company of termination of the Fire Protection Agreement, as amended, effective April 25, 2005;

WHEREAS, pursuant to the "Second Amendment to Fire Protection Agreement," the present term of said agreement ends on April 25, 2006;

WHEREAS, the Parties contemplate the formation of a municipal fire department and a reorganization of the volunteer fire companies that serve the Town;

WHEREAS, the contemplated formation of a municipal fire department and reorganization of volunteer fire companies cannot be accomplished by April 25, 2006;

WHEREAS, the Parties desire to extend their Fire Protection Agreement, as amended, until formation of a municipal fire department and reorganization of the volunteer fire companies has been accomplished;

NOW, therefore, in consideration of the promises contained herein, the Town and the Fire Company do hereby agree:

1. By agreement of the Parties the term of the Fire Protection Agreement, as amended, is hereby extended until the occurrence of the earlier of the following two events:
 - a. Completion of the process of formation of a municipal fire department and reorganization of the volunteer fire companies as evidenced by: (i) incorporation of a successor volunteer organization; (ii) execution of an assumption agreement between the Parties; (iii) transfer of the State of Connecticut emergency service designations from the Fire Company to the Town; and (iv) formal dissolution of the existing volunteer companies; or
 - b. July 26, 2006.

2. The Fire Company agrees to continue to perform all of its obligations, as presently exist under the Fire Protection Agreement, as amended, during the extended term beginning on April 26, 2006 and continuing until the earlier of the two events specified above in Paragraph 1.

3. The Parties agree that the date set above in Paragraph 1(b), may be extended upon written agreement of both Parties.

President, Mansfield Volunteer Fire
Company, Inc.
Duly Authorized

Martin H. Berliner, Town Manager
Duly Authorized

U of C 242, LLC

Water Pollution Control Authority
Town of Mansfield

Community Sewer System
Operation and Maintenance Agreement

This agreement made and entered into on the _____ day of _____, 2006, between:

The Mansfield Water Pollution Control Authority, hereinafter referred to as the "WPCA" and the owner, U of C 242, LLC, hereinafter referred to as the "OWNER".

WITNESSETH:

WHEREAS, the OWNER has made application to the WPCA to construct and operate a privately owned, operated and maintained community sewer system to serve up to 286 one and two bedroom units, with a maximum projected peak hour flow of 188,760 gallons per day, discharging up to 355.0 gallons per minute to the Town's existing sewer force main located in South Eagleville Road. Said private system is to be constructed on land of the OWNER as more particularly set forth and referenced in items I.A.1 and I.A.2 hereinbelow, located on the south side of South Eagleville Road (Connecticut State Highway Route 275), and the east side of Maple Road, and is to be connected to a sewer force main owned by the Town of Mansfield, located on the north side of South Eagleville Road in the Town of Mansfield, Connecticut, and

WHEREAS, Section 7-246f (a) of the Connecticut General Statutes places the ultimate responsibility for ensuring the effective management of this community sewerage system with the WPCA and Section 7-246f (b) authorizes the WPCA to act upon default on behalf of the OWNER, and

WHEREAS, the WPCA and the OWNER are desirous of assuring that this private community sewerage system is operated and maintained in accordance with all applicable federal, state, and local regulations and Section 7-246f (a) of the Connecticut General Statutes.

WHEREAS, the OWNER has obtained approval from the University of Connecticut to connect to the Town's force main that ultimately discharges to the University of Connecticut's sewer system, said approval being stated in a letter attached hereto as Appendix "A".

NOW THEREFORE, in consideration of the mutual promises herein contained, each to the other, the parties agree as follows:

I. The OWNER agrees:

A. to construct the private community sewerage system at his own expense in accordance with the following documents:

1. The referenced plan sheets, entitled: "UCONN KNOLLWOOD APARTMENTS, LLC, Mansfield, Connecticut, Sanitary Sewer Design, February 2006 revised plans", dated September 6, 2005, and bearing Project No. 1 of 20040752A1X, prepared by Fuss & O'Neill

Inc., 146 Hartford Road, Manchester, Connecticut 06040;

2. A booklet of specifications entitled: "Submittal for Waste Water Pump Station at Knollwood Apartments, Mansfield, CT", prepared by "F.J. Smith, a division of Blake Equipment Co., Inc., 41 Commerce Way, South Windsor, Connecticut 06074", prepared for Fuss & O'Neill, Inc., numbered FJS #2601, and dated January 20, 2006.
 3. No change shall be made to any of the work outlined in said plans or to the items specified in said booklet without the written approval of the Director of Public works of the Town of Mansfield.
- B. 1. to operate and maintain the private community sewerage system in accordance with all conditions of this agreement and all applicable federal, state, and local standards, regulations and laws pertaining to sanitary sewerage systems, and in accordance with standard maintenance practices as defined in the current edition of the Water Pollution Control Federation's Manual of Practice No. 7, entitled "Sewer Maintenance" and to secure the services of a mutually agreed upon engineering firm to report on said operation and maintenance as outlined herein.
2. to install the pump station controls as described in the booklet referenced in Section A.2. above such that the pumped discharge from this Knollwood Apartments system will not occur whenever the town's South Eagleville Road pump station is in use in order to maintain the flow carrying capacity of the system.

A. OPERATION AND MAINTENANCE FUND

1. The OWNER agrees to establish an escrow fund with the WPCA for the operation and maintenance of the community sewerage system, said fund to be called the OPERATION AND MAINTENANCE FUND, the fiscal year of said fund will be July 1 to June 30. The OWNER shall pay into this account forthwith one full year's estimated operation and maintenance cost for the sewerage system, including the full year's estimated cost of the services of a mutually acceptable engineering firm to review and report to the WPCA on the operation and maintenance of the system, and repair and maintenance work as recommended by said firm, and any direct costs incurred by the Town of Mansfield in carrying out its responsibilities herein established, or \$ 6,000 , whichever is more. Thereafter, an annual payment shall be made on September 1, the amount of which shall be set by the Director of Finance after review of the preceding fiscal year's operating and maintenance expenses. This payment shall be sufficient to cover the foregoing expenses for that current fiscal year.
2. Payments shall be made out of the Operation and Maintenance Fund by the Town of Mansfield Director of Finance only. Payments for operation, maintenance and engineering as recommended in Section C.1 above, shall be disbursed from the fund only when requests for payment are accompanied by appropriate invoices and detailed descriptions of the work accomplished, and requests are submitted within 90 days of actual date of completion of work. Alternatively, the OWNER may leave the original fund intact without either drawing the fund down and replenishing it annually to adjust for Operation and Maintenance expenses as set forth in Section C.1. In this case the OWNER shall pay the costs of Operation and Maintenance directly but will still be responsible for complete reporting to the WPCA as described herein. Direct costs incurred by the Town of Mansfield for administration, management and or enforcement of the provisions herein established shall be deducted from the fund based on vouchers submitted by the Department of Public Works provided that said vouchers shall be made available to the OWNER for their review, and only after written notice

of default has been delivered to the OWNER and the OWNER has not corrected all deficiencies pertaining to provisions herein established within 60 days after such notice. However, in the event of an emergency where public health regulations may be violated by a system malfunction, the Town retains the right to act immediately on behalf of the OWNER and to charge the OPERATION AND MAINTENANCE FUND for any reasonable costs incurred by the Town related to the emergency.

3. The OWNER agrees to make an additional interim payment in the event that the foregoing expenses during the year exceed the available balance in the OPERATION AND MAINTENANCE FUND. In that event, no payment shall be made from said fund for said expenditures until such time as said interim payment has been received from the OWNER equal to or greater than the estimated remaining fiscal year expenditures, as determined by the Town of Mansfield Director of Finance.

B. SINKING FUND

1. The OWNER agrees to establish a SINKING FUND with the WPCA to provide for the replacement of major components of the community sewerage system at the end of their estimated serviceable life, as set forth in Schedule "A" and Schedule "B", appended hereto. Said fund is to be called the SINKING FUND, and interest income shall accrue to the fund. Payments into this SINKING FUND are to be made annually commencing on the July 1 first occurring after the signing of this Agreement in an amount which shall be established to reflect cost of replacement, serviceable life, and increase in construction costs, as set forth in Schedule "A" and Schedule "B", appended hereto. After completion of the sewer connection, the amount of the annual payment into the SINKING FUND, and the total amount which is on deposit in said account shall be reviewed annually to assure that:
 - a. the amount of the annual payment is sufficient to provide for the ultimate replacement of said major components at the end of their estimated serviceable life without providing for the collection of excess monies, and,
 - b. the basis upon which said replacement cost is estimated, as set forth in Schedule "A" and Schedule "B", appended hereto, remain true.
2. Payments from the SINKING FUND shall be only for capital items meeting the tests of:
 - a. Minimum dollar cost

The item shall represent a major expense not readily chargeable to the OPERATION AND MAINTENANCE FUND, and
 - b. Serviceable Life

The expenditure shall be for items which extend the serviceable life of the system, and not for items which represent ongoing repair and maintenance items.
3. Each such invoice chargeable to the SINKING FUND and meeting the above tests shall be accompanied by a certification from the engineering firm representing the OWNER, insuring that the above provisions are met, and shall be approved by the WPCA. Requests for payment shall be submitted to the Town of Mansfield and each invoice shall be accompanied by a detailed description of the expense incurred. Funds will be disbursed out of the SINKING

FUND by the Town of Mansfield Director of Finance only, in accordance with provisions stated herein

4. Each fund provided for herein shall be in the name of the Town of Mansfield. Withdrawals shall be made only by the Finance Director of the Town of Mansfield upon invoices submitted to him by the OWNER or, in the event of default by the OWNER as provided for herein, by the WPCA.

C. REPORTING

1. The OWNER shall forward to the WPCA, **semi-annual operation and maintenance reports** of any and all routine, emergency, and preventive maintenance work done on the system, whether by the OWNER'S own forces or by contracted services, and any and all work recommended to be done on said system. Said report shall be written in a form approved by the WPCA and shall be timely submitted to the WPCA, on the first business day of January and July. The report shall be prepared by the OWNER and shall use Manual of Practice #7 described in paragraph B.1 above as a guide for reporting. An **Annual Report** shall be prepared by a mutually agreed upon Engineering firm and shall use Manual of Practice #7 described in paragraph A.2 above as a guide for reporting.
2. The OWNER shall furnish the WPCA with copies of all reports and notices filed with or received from the State or any other agencies, persons or firms regarding the system's operation, maintenance or condition upon receipt by the OWNER.
3. The OWNER shall operate and maintain the system utilizing maintenance services provided by the OWNER to the extent that said semi-annual reports provided to the WPCA by the OWNER show satisfactory operation and maintenance of the system on a continuing basis, otherwise, if unsatisfactory to the WPCA such maintenance and operation of said system shall be contracted with a mutually agreed firm qualified to operate said system and to perform required maintenance on said system.
4. The OWNER shall comply in all respects with the provisions of Section 7-246 f of the Connecticut General Statutes, including any necessary revision to this Agreement that may arise from shared use of the major system components by other users added to the system after the date of signing of this Agreement.

D. The OWNER shall obtain a permit to discharge as provided by Section 22a-430 of the Connecticut General Statutes, and the OWNER shall certify to the WPCA and the Building Official of the Town that a permit to discharge has been obtained.

E. Both Parties agree:

1. That it is not intended that the WPCA will own or operate or maintain said community system unless there is a default by the OWNER, or by their heirs, successors, or assigns, in which event, the WPCA may take whatever steps are necessary to operate the system in conformity with this Agreement and the applicable federal, state, and local standards, regulations, and laws as set forth in paragraph B above and especially Section 7-246f (b) of the Connecticut General Statutes, in which event the WPCA shall have an irrevocable power to contract in the name of the OWNER for the purpose of operating and maintaining the system, and in the event that such Operation and Maintenance Escrow ^{p. 14} is insufficient for such purposes, then the WPCA

may assess such deficiency against the OWNER. There shall be a delinquency charge of one percent per month, together with reasonable attorney's fees, administrative costs and all other costs in the event that it becomes necessary for the WPCA to collect any unpaid assessment.

2. The parties recognize that the Connecticut Department of Environmental Protection and other federal and state agencies may have jurisdiction over said community sewerage system and its operation and may have the final decision as to whether corrective actions or changes are made. Any such actions or changes agreed upon by the parties are subject to such regulatory agency's approval.
3. The parties recognize that notwithstanding the term of this Agreement, the provisions of Chapter 103 of the Connecticut General Statutes and, in particular, Section 7-246(f) of the General Statutes control the actions of the parties regarding the community sewerage system and that, where in conflict with the terms of this Agreement, the provisions of the statute shall prevail.

F. TERM AND ASSIGNABILITY:

This agreement shall run with the land, be binding upon the OWNER'S heirs, successors and assigns and shall be recorded in the Mansfield Land Records.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

WITNESSES:

WPCA

by _____
Name

its _____
(Title)

WITNESSES:

U of C 242, LLC

by _____
Name

its _____
(Title)

State of Connecticut)
County of Tolland) ss. Mansfield

(WPCA)

On this the ____ day of ____, 2006 , before me, _____,
the undersigned officer, personally appeared _____,
who acknowledged himself to be the _____ of _____, a corporation, and
that he as such _____, being authorized to do so, executed the foregoing instrument for
the purposes contained therein, by signing the name of the corporation by himself
as _____.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Name

Title

State of Connecticut)
County of Tolland) ss. Mansfield

(U of C 242, LLC)

On this the ____ day of ____, 2006 , before me, _____,
the undersigned officer, personally appeared _____,
who acknowledged himself to be the _____ of _____, a corporation, and
that he as such _____, being authorized to do so, executed the foregoing instrument for
the purposes contained therein, by signing the name of the corporation by himself
as _____.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Name

Title

U of C 242, LLC

Schedule "A"

Estimated Replacement Cost of Major Components of System

<u>Item #</u>	<u>Description</u>	<u>unit price</u>	<u>cost</u>
1.	Pump Station & Wet Well	lump sum	\$205,800.
2.	6" ductile iron force main pipe installation and backfill, 715'	\$110.00	\$78,650.
3.	8" gravity PVC pipe installation and backfill, 2395'	\$90.00	\$215,550.
	TOTAL COST		\$500,000.

Projected basis of replacement cost at end of useful life:

A. Estimated useful life is 25 years.

B. Annual increase in construction costs is estimated at 5% per year.

C. Therefore, the cost of replacement of the system after 25 years will be $(\$500,000. \times (1.05 ^ 24)) =$
\$ 1,612,550. Assuming that 50% of the system will fail in the 25 year period, replacement cost will be
 $\$ 1,612,550. \times 0.50 = \$ 806,275.$

U of C 242, LLC

Schedule "B"

Determination of Semi-annual Payment
to
Sinking Fund Escrow Account

Based on 25 year useful life for half the system and annual interest rate of 5%:

$$\text{annual payment: } \frac{i}{(1+i)^n - 1} \times \$ 806,275. = \$ 18,117.73$$

For 286 units, this reduces to a monthly payment of \$ 5.28 per unit.

LEGAL NOTICE
TOWN OF MANSFIELD
PUBLIC HEARING MARCH 27, 2006
ORDINANCE REGULATING BIKEWAYS

The Mansfield Town Council will hold a public hearing at 7:30 p.m. at their regular meeting on March 27, 2006 to solicit public comment concerning the proposed "Ordinance Regulating Bikeways." This hearing will be held in the Council Chambers of the Audrey P. Beck Building.

At this hearing persons may address the Town Council and written communications may be received.

Copies of said draft ordinance are on file and available at the Town Clerk's office, 4 South Eagleville Road, Mansfield.

Dated at Mansfield Connecticut this 16th day of March, 2006

Mary Stanton
Mansfield Town Clerk

**PAGE
BREAK**



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *MH*
CC: Martin Berliner, Town Manager; Lon Hultgren, Director of Public Works; Greg Padick, Town Planner
Date: March 27, 2006
Re: An Ordinance Regulating Bikeways

Subject Matter/Background

Staff introduced the draft Bikeways Ordinance at the previous Town Council meeting, and the Council scheduled a public hearing for tonight's meeting. The proposed ordinance would regulate the use and maintenance of Town bikeways, as well as provide a basis for consistent signing along the paths. The ordinance also allows the Town to issue a \$90 citation for violations of the ordinance.

At the last meeting, the Council asked us to amend the ordinance to allow the use of motorized/power wheelchairs on the bikeway, and to notify pet owners that they need to pick up after their animal when using the path. We have made both changes, and the revisions are in **bold** and underlined. Arguably, the pet issue is covered by the Litter Ordinance, but it makes sense to add a provision to the Bikeways Ordinance as well.

After the meeting, a Town Council member raised a concern about allowing equestrians to utilize the bikeway. The draft does permit this use (see Section 9), but staff does not see the use as problematic. If horses were to become a problem, we could certainly amend the ordinance. But, if the Council sees this as an immediate issue, we could certainly amend the ordinance now to address this point.

Financial Impact

Staff does not foresee any direct impact with adopting the ordinance. However, we are planning to place signs along the Town's bikeways to inform users of what is and is not permitted along the paths. These signs would cost approximately \$50 each, and we anticipate needing 15 or 20 of them at this time. We have budgeted for this expense in the current capital budget for transportation enhancements.

Legal Review

The Town Attorney has reviewed and approved the form of the proposed ordinance.

Recommendation

Unless the public hearing raises any additional issues that we have not considered, or if the Town Council wishes to revise the draft further, staff recommends that the Town Council adopt the ordinance as amended.

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

Move, to adopt An Ordinance Regulating Bikeways, as amended by staff in its draft dated March 27, 2006, and which ordinance shall become effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

Attachments

- 1) Proposed Ordinance Regulating Bikeways



**Town of Mansfield
Code of Ordinances**
"An Ordinance Regulating Bikeways"

March 27, 2006 Draft

Section 1. Title.

This Ordinance shall be known and may be cited as the "Ordinance Regulating Bikeways" or "Bikeways Ordinance."

Section 2. Legislative Authority.

This Article is enacted pursuant to the provisions of Section 7-148 of the Connecticut General Statutes.

Section 3. Findings and Purpose.

The Town Council of the Town of Mansfield finds that the improper usage of Town bikeways can create hazards that are detrimental to the general welfare, health and safety of the people of Mansfield. Therefore, pursuant to the various police, health and public safety powers granted to municipalities under *Connecticut General Statutes* § 7-148, the Town of Mansfield seeks to protect, preserve and promote the health, safety, welfare and quality of life of its people by regulating the usage of Town bikeways.

Section 4. Definitions.

For the purpose of this Ordinance, the words and phrases used herein shall have the following meanings, unless otherwise clearly indicated by the context:

- A. "Bikeways" shall refer to hard-surfaced pathways created for bicycles and pedestrians that are separated from roadways by curbing, grading, plantings, planting strips or other means.
- B. "Public bikeways" shall refer to bikeways that are designated for public (not private) use and are owned and maintained by the State of Connecticut or the Town of Mansfield.
- C. "Town bikeways" shall refer to public bikeways owned by, constructed by or maintained by the Town of Mansfield.

Section 5. Maintenance of town bikeways.

The Town of Mansfield shall supervise and control the maintenance of Town bikeways.

Section 6. Deposit of snow prohibited on town bikeways.

No person shall deposit any snow or ice onto any portion of any Town bikeway within the Town of Mansfield.

Section 7. Parking or obstructing town bikeways prohibited.

Except for Town maintenance vehicles and other authorized vehicles, no person shall park any motorized vehicle or place any other obstruction on any Town bikeway within the Town of Mansfield.

Section 8. Bikeway use regulations.

- A. Every person using a Town bikeway shall travel as near to the right side of the path as is safe, except when turning or while overtaking and passing another user proceeding in the same direction.
- B. Every user shall exercise due care and caution to avoid colliding with any other bikeway user traveling by any mode. Every user shall travel in a consistent and predictable manner not more than two abreast.
- C. No group of bikeway users, including their animal(s), shall span more than half the bikeway, measured from the right side, so as to impede the normal and reasonable movement of other users.
- D. Any person operating any permitted vehicle or device, including but not limited to a bicycle, shall give an audible warning before passing another person, pedestrian, bicyclist, or user of any mode. Said warning may be produced by voice, bell, whistle or horn and must be clearly audible. The audible warning must be produced before executing the passing maneuver. The passer is responsible for safely passing other users.
- E. Any bikeway user overtaking another user proceeding in the same direction shall pass to the left of such overtaken user at a safe distance and shall not again move to the right until safely clear of the overtaken user.
- F. Users entering or crossing the bikeway at uncontrolled points shall yield to traffic on the bikeway.
- G. No person shall travel on any bikeway at a speed greater than is reasonable and prudent under the conditions, including the actual and potential hazards then existing. In every event, speed shall be controlled as may be necessary to avoid colliding with others who are using reasonable care.
- H. All bikeway users using a bikeway from one-half hour after sunset to one-half hour before sunrise shall be equipped with or carry lights. Bicyclists shall have a headlight visible from 500 feet to the front and a red or amber light visible from 500 feet to the rear. Other bikeway users should have white lights visible from 250 feet.
- I. Every person traveling on a Town bikeway shall obey the instructions of any official traffic control sign or device applicable thereto placed in accordance with applicable laws or regulations unless otherwise directed by a police officer.

J. Owners walking a pet or animal companion along a Town bikeway shall pick up and properly dispose of any droppings left on the bikeway by his/her pet/animal companion.

Section 9. Permitted users on town bikeways.

Town bikeways may be utilized by pedestrians, joggers, bicyclists, equestrians, skate boarders, roller skaters and in-line skaters.

Section 10. Prohibited uses on town bikeways.

Except for authorized repair vehicles **and motorized/powered wheel chairs or other similar equipment used by a person with a disability**, no motorized vehicles are permitted on Town bikeways. This prohibition includes, but is not limited to: mini-bikes, motorcycles, motor scooters, mopeds, go karts, snowmobiles and all ATV's.

Section 11. Penalties for offences.

Any person violating the provisions of this Ordinance shall be deemed to have committed an infraction and may be issued a citation. Said citation shall inform the person named therein of the allegations against him or her, the amount of the fine due, and the date on which payment of the fine is due, which shall be no later than ten (10) days after the date of the citation. Said citation shall be hand delivered or mailed by certified mail, return receipt requested, addressed to the person named therein at his or her last known address. Citations shall be punishable with a fine of ninety (\$90) dollars for each violation. Each separate day that a violation exists after the issuance of a citation shall be subject to a separate additional fine without the issuance of a separate citation.

Section 12. Appeals Procedure.

Any person fined pursuant to this Ordinance may appeal such fine pursuant to the provisions of the Town of Mansfield Hearing Procedure for Citations Ordinance.

Section 13. Construction.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of either gender shall include both genders.

Section 14. Savings Clause.

Should any court of competent jurisdiction declare any section or clause or provision of this Ordinance to be unconstitutional or *ultra vires*, such decision shall affect only such section, clause or provision so declared unconstitutional and shall not affect any other section, clause or provision of this Ordinance.

**PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *MHG*
CC: Martin Berliner, Town Manager; Michael Ninteau, Building Official
Date: March 27, 2006
Re: Housing Code for the Town of Mansfield

Subject Matter/Background

Staff introduced the draft Housing Code at the previous Town Council meeting, and the Council scheduled a public hearing for April 24, 2006. The purpose of the housing code and its related enforcement program is to regulate the conditions and maintenance of rental dwelling units within the Town of Mansfield, by providing standards for utilities, facilities and other items to ensure that the structures are safe, sanitary and fit for occupation and use. More specifically, the code would provide regulations concerning light, ventilation and occupancy; plumbing facilities and fixtures; mechanical and electrical systems; fire safety; exterior conditions, porches and decks; and other items.

At the last meeting, the Council asked staff to examine the feasibility of exempting various types of short-term rentals from the rental certification component of the code. We have drafted language to that effect for the Council's review (please see new sections 6 and 7 on pages 10-11).

Also, I had a very positive first meeting with Ms. Rebecca Fields, the new Executive Director for the Mansfield Housing Authority, and, during the course of our meeting we reviewed the application of the code to dwelling units that are rented to tenants with Section 8 vouchers. As a policy matter, the Town Council may wish to lower the cost of the inspection fee for these properties or exempt the properties from the rental certification requirement entirely, as the Housing Authority inspects those units on an annual basis. In consultation with Ms. Fields, we are examining this issue in more detail, and staff will present the Council with a recommendation.

Please let us know if there are other issues or concerns that the Council would like staff to research.

Attachments

- 1) Proposed Ordinance for Adoption of the International Property Maintenance Code, A Housing Code for the Town of Mansfield



Town of Mansfield Code of Ordinances

“Ordinance for Adoption of the International Property Maintenance Code,
A Housing Code for the Town of Mansfield”

March 27, 2006 Draft

The Town Council of the Town of Mansfield finds that inadequate maintenance of some residential rental property within the community has created a public health hazard and blight, and is therefore detrimental to the public welfare, health and safety of the people of Mansfield. Accordingly, pursuant to the various police, health, and public safety authority granted to municipalities by Connecticut General Statutes section 7-148, the Town of Mansfield seeks to better protect, preserve and promote the health, safety, welfare and quality of life of its people by regulating the conditions and maintenance of residential rental property, as set forth in this code:

An ordinance of the Town of Mansfield adopting the 2003 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of residential rental property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the Town of Mansfield; and providing for the issuance of permits and collection of fees therefore.

Therefore, the Town Council of the Town of Mansfield does ordain as follows:

Section 1. That a certain document, a copy of which is on file in the office of the Town Clerk of Town of Mansfield, being marked and designated as the *International Property Maintenance Code*, 2003 edition, as published by the International Code Council, be and is hereby adopted as the *Housing Code of the Town of Mansfield*, in the State of Connecticut for regulating and governing the conditions and maintenance of residential rental property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; and providing for the issuance of permits and collection of fees therefore. Each and all of the regulations, provisions, penalties, conditions and terms of said *Housing Code of the Town of Mansfield* on file in the office of the Town Clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, prescribed in Section 6.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or ultra vires, such decision shall not affect the validity of the remaining portions of this ordinance. The Town Council hereby declares that it would have

passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or ultra vires.

Section 3. That nothing in this ordinance or in the *Housing Code of the Town of Mansfield* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 6 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That the Town of Mansfield Town Clerk is hereby ordered and directed to cause this ordinance to be published in a newspaper having circulation within the town.

Section 5. That this ordinance and the rules, regulations, provisions requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption, and 21 days after publication in a newspaper having circulation within the Town of Mansfield.

Section 6. The following sections of said 2003 edition of the International Property Maintenance Code are hereby revised as follows:

SECTION 101 GENERAL

(Amend) 101.1 Title. These regulations shall be known as the Housing Code of the Town of Mansfield, hereinafter referred to as "this code."

(Amend) 101.2 Scope. The provisions of this code shall apply to all existing residential rental housing units and their associated premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, operators and occupants; the occupancy of existing structures and premises; and for administration, enforcement and penalties.

Exception: All existing residential rental housing units that are the property of the State of Connecticut shall be exempt from this code. This exemption shall not include residential rental housing units owned by an entity leasing real property from the State of Connecticut.

(Amend) 101.3 Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of residential rental housing units, structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with the:

- Connecticut State Building Code and Connecticut Supplement

- Connecticut Fire Safety Code
- Connecticut Public Health Code
- Town of Mansfield Code of Ordinances
- Town of Mansfield Zoning Regulations

SECTION 102 APPLICABILITY

(Amend) 102.1 General. The provisions of this code shall apply to all matters affecting or relating to residential rental housing units, structures and premises, as set forth in Section 101. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

(Amend) 102.3 Application of other codes. Repairs, additions or alterations to a residential rental housing unit, structure, or premises, or changes of occupancy, shall be done in accordance with the procedures and provisions of the codes and documents outlined in Section 101.3. Nothing in this code shall be construed to cancel, modify or set aside any provision of the codes and documents listed in Section 101.3.

(Amend) 102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of the referenced standards shall apply.

SECTION 103 (Amend) DEPARTMENT OF BUILDING INSPECTION

(Amend) 103.1 General. The department of building inspection is hereby authorized and directed to enforce this code, and the executive official in charge thereof shall be known as the "code official."

(Amend) 103.2 Appointment. The Town Manager of Mansfield shall appoint the code official; and the code official shall be subject to the Town Personnel Rules and Regulations or appropriate union contract.

(Amend) 103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the schedule set forth in Chapter Nine of this code.

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

(Amend) 104.3 Inspections. The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the

responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the Town Manager.

(Amend) 104.8 Coordination of inspections. Whenever an inspector from any agency or department observes an apparent or actual violation of some provision of some law, ordinance or code not within the inspector's authority to enforce, the inspector shall report the findings to the code official having jurisdiction.

SECTION 106 VIOLATIONS

(Amend) 106.3 Prosecution of Violation. The code official shall retain discretion to refer any violation of this code to the authority of the State of Connecticut for prosecution according to state law.

SECTION 107 NOTICES AND ORDERS

(Delete without Substitution) 107.2.6.

(Amend) 107.5 Transfer of ownership. The code official may cause to be filed upon the Land Records of the Town of Mansfield any written notice of violation or order issued by the code official. In any such case, if and when compliance with this code is subsequently attained, the code official shall cause to be filed on the Land Records a writing that documents and explains any such result without delay.

(Amend) 109.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person or persons severally or jointly aggrieved by any decision of the Housing Code Board of Appeals shall thereafter have the right to appeal such order to the Connecticut Superior Court.

SECTION 110 DEMOLITION

(Amend) 110.1 General. Per Connecticut General Statutes Section 29-253, the code official shall order the owner of any premises upon which is located any structure which in the code official's judgment is "unsafe," meaning a building that constitutes a fire hazard or is otherwise dangerous to human life or the public welfare, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option.

SECTION 111
MEANS OF APPEAL

(Amend) 111.1 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the Housing Code Board of Appeals, provided that a written application for appeal and a filing fee of \$100 is filed with the Clerk of the Board within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of the code or the rules legally adopted thereunder have been incorrectly interpreted or applied, the provisions of this code are not fully applicable, or the requirements of this code are adequately satisfied by other means.

(Amend) 111.2 Membership of Board. The Housing Code Board of Appeals shall consist of three electors of the community who, in the opinion of the appointing authority, the Town Council, possess the experience, capability and judgment to pass on matters pertaining to this Code. The members shall serve staggered and overlapping terms of three years, but in the beginning, the three who are initially appointed shall serve terms of one, two and three years, respectively.

(Amend) 111.2.1 Alternate members. The Town Council shall appoint two or more alternate members who shall be called by the Board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

(Amend) 111.2.4 Secretary. The Town Manager shall designate a qualified person to serve as secretary to the Board. The secretary shall keep and file a detailed record of all proceedings in the office of the Town Clerk.

(Amend) 111.2.5 Compensation of members. Members shall not be compensated.

SECTION 201
GENERAL

(Amend) 201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *Codes and Regulation listed in Section 8*, such terms shall have the meanings ascribed to them as in those codes.

SECTION 202
GENERAL DEFINITIONS

(Amend) BATHROOM. A group of fixtures including or excluding a bathtub or shower consisting of a water closet and lavatory located together in the same room.

(Add) RESIDENTIAL RENTAL STRUCTURES. Shall include all dwelling and housing units defined by this code that are residential and rental structures except for those owned by the State of Connecticut. The terms "dwelling unit(s)" and "housing unit(s)" shall be considered

synonymous for purposes of this code.

SECTION 302
EXTERIOR PROPERTY AREAS

(Delete without substitution) 302.4 Weeds.

(Delete without substitution) 302.8 Motor vehicles.

SECTION 304
EXTERIOR STRUCTURE

(Amend) 304.3 Premises identification. Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 3 1/2 inches high with a minimum stroke width of 0.5 inch.

(Amend) 304.14 Insect screens. During the period from May 1 to October 15, every door, window and other outside opening required for ventilation of habitable rooms, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self closing device in good working condition.

(Delete without substitution) 304.18.1 Doors.

SECTION 305
INTERIOR STRUCTURE

(Amend) 305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure, which they occupy or control, in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, apartments, two or more dwelling units shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

SECTION 306
HANDRAILS AND GUARDRAILS

(Amend) 306.1 General. Every exterior and interior flight of stairs having four or more risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails and guardrails shall be in accordance with the codes and regulations listed in Section 8.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 308
EXTERMINATION

(Amend) 308.3 Single occupant. The occupant of a one-family dwelling shall be responsible for extermination on the premises.

SECTION 401
GENERAL

(Amend) 401.3 Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the *Building Codes and regulations listed in Chapter 8* shall be permitted.

SECTION 402
LIGHT

(Amend) 402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm).

SECTION 403
VENTILATION

(Delete without substitution) 403.4 Process ventilation.

SECTION 404
OCCUPANCY LIMITS

(Amend) 404.1 Privacy. Dwelling units, housekeeping units, rooming units and apartment units shall be arranged to provide privacy and be separate from other adjoining spaces.

SECTION 502
REQUIRED FACILITIES

(Delete without substitution) 502.3 Hotels

(Delete without substitution) 502.4 Employees' facilities.

(Delete without substitution) 502.4.1 Drinking facilities.

SECTION 503
TOILET ROOMS

(Delete without substitution) 503.3 Location of employee toilet facilities

(Delete without substitution) 503.4 Floor surface.

SECTION 505
WATER SYSTEM

(Amend) 505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *Building Code and Regulations listed in Chapter 8.*

SECTION 602
HEATING FACILITIES

(Amend) 602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in the Building Code listed in Chapter 8. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

(Amend) 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exception: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the Building Code and regulations listed in Chapter 8.

Per Connecticut General Statutes section 19a-109, a temperature in any residential rental housing unit of less than sixty-five degrees Fahrenheit in such unit shall be deemed injurious to the health of the occupants thereof and violative of this code.

(Delete without substitution) 602.4 Occupiable workspaces.

SECTION 604
ELECTRICAL FACILITIES

(Amend) 604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the Building Code and Regulations listed in Chapter 8. Dwelling units shall be served by a three-wire, 120/240-volt, single-phase electrical service having a rating of not less than 60 amperes.

SECTION 702
MEANS OF EGRESS

(Amend) 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the Building Codes and Regulations listed in Chapter 8.

(Delete without substitution) 702.2 Aisles.

(Amend) 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the Building Codes and Regulations listed in Chapter 8.

SECTION 704
FIRE PROTECTION SYSTEMS

(Amend) 704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the Building Codes and Regulations listed in Chapter 8.

(Amend) 704.2 Smoke alarms. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split-levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in other groups in accordance with the Building Codes and Regulations listed in Chapter 8.

(Amend) Chapter 8 Referenced Standards. The provisions of this code shall be govern by the following:

- Connecticut State Building Code and Connecticut Supplement
- Connecticut Fire Safety Code
- Connecticut Public Health Code
- Town of Mansfield Code of Ordinances
- Town of Mansfield Zoning Regulations

**(ADD) CHAPTER 9
RENTAL CERTIFICATION AND INSPECTIONS**

**SECTION 901
CERTIFICATION**

Findings. The Town Council of the Town of Mansfield finds that inadequate maintenance of some residential rental property within the community is especially prevalent and concentrated in certain areas of the Town, and that since the Town of Mansfield has limited resources to regulate and control such inadequate maintenance Town-wide, it is necessary to concentrate deployment of said limited resources in areas of the Town in which the detriment to public welfare, health and safety caused by inadequate maintenance of residential rental property is more prevalent and concentrated

901.1 Scope. No owner, agent or person in charge of a residential rental housing unit offered for rent within the Rental Certification Zone shall allow any person to occupy the same as a tenant or lessee for a valuable consideration, unless he/she holds a valid certificate of compliance issued by the code official for the specific housing unit.

Rental Certification Zone: The provisions of this chapter shall apply only to those residential rental housing units located within the Rental Certification Zone, hereinafter referred to as the "Certification Zone." A map of the Certification Zone is attached as an appendix to this code.

Exception: The provisions of this chapter shall not apply to those housing units that are:

1. Age-restricted to persons aged fifty-five (55) and older.
2. Owned by the Mansfield Housing Authority.
3. Owned by the State of Connecticut. This exception shall not include those dwellings or dwelling units located within the Certification Zone that are owned by an entity leasing real property from the State of Connecticut.
4. Newly constructed housing units for the first five years after issuance of an initial certificate of occupancy by the Town of Mansfield Building Department.
5. Housing units in any building consisting of no more than four units, one of which is owner occupied and serves as the owner's primary domicile.
6. Single-family dwelling units rented or leased for a period not to exceed one year when the original owner occupant will return to that unit as his or her primary residence at the end of the rental term or lease.

7. Single-family dwelling units sold and rented or leased by the buyer to the seller as a condition of the sale to provide the seller with extended occupancy for a period not to exceed one year.

Implementation Schedule: The provisions of this chapter shall be implemented pursuant to a schedule, hereinafter referred to as the "implementation schedule," developed and maintained by the code official. No owner, agent or person in charge of a dwelling or dwelling unit located within the Certification Zone shall be found in violation of this chapter until such time as he/she fails to obtain a valid certificate of compliance within the period of time specified by the implementation schedule.

Term of Certificate: Every rental certificate of compliance shall expire at the end of two (2) years following the date of issuance. The fee for a certificate of compliance shall be one hundred-fifty dollars (\$150) for the two-year period.

901.2 Conditions for issuance of certificates. Upon request of the owner, agent or other person authorized to rent a dwelling unit (hereinafter referred to as the "applicant"), the code official will be available at an appointed time, within a reasonable amount of time, agreed upon by the code official and the applicant, or later if the applicant requests, to inspect such dwelling or dwelling unit. If such inspection establishes that the dwelling or dwelling unit is in substantial compliance with this code, the code official shall issue a certificate of compliance for said dwelling or dwelling unit. One (1) copy of the certificate of compliance shall be handed to or sent by mail to the applicant; a second copy shall be posted by the owner or his/her designated agent in a conspicuous location inside the dwelling or dwelling unit for the information of the tenant and shall not be removed by or at the direction of anyone other than the tenant; and a third copy shall be kept on file in the code official's office.

901.3 Reinspections. If said dwelling or dwelling unit does not comply with the code standards, the code official shall furnish the applicant with a written list of the specific violations, which would have to be corrected before a certificate of compliance could be issued for the dwelling or dwelling unit. Upon the representation of the applicant that the listed violations have been corrected, the code official shall re-inspect said dwelling or dwelling unit and issue a certificate of compliance or a list of violations, as above provided.

901.4 Waiver pending correction. Any applicant who is delayed in correcting violations necessary to entitle him/her to a certificate of compliance and who has a valid contract in writing with a person for the performance of the work may petition the code official in writing for a temporary waiver of compliance. The petition shall contain the information therein which is reasonably necessary for a decision and shall include a written and signed statement by the person under contract to correct the violation, specifying the date of beginning and completion of the work. If the code official shall find that the delay in the correction of the violation is reasonable, taking into consideration the availability of persons to do the work and the current work load, and that the work can reasonably be undertaken and completed while the premises are occupied or that appropriate provision has been made for housing the tenant elsewhere during the necessary period when the dwelling or dwelling unit will not be habitable because of the work of correcting the code violation, the code official shall issue a temporary waiver of compliance

expiring on the date when the corrective work should be completed. The applicant shall, on or before that said date, request a reinspection. The code official shall reinspect the dwelling or dwelling unit and issue the certificate of compliance or list any remaining violations as above provided.

901.5 Appeals. Any applicant aggrieved by the decision of the code official to issue a certificate of compliance may appeal to the Housing Code Board of Appeals as set forth in section 111, above.

901.6 Violations and penalties. Any owner, agent or other authorized persons who shall let for occupancy any dwelling or dwelling unit in the Town of Mansfield who does not hold a valid certificate of compliance from the code official, may, upon a finding of violation, be assessed a fine of not more than one hundred dollars (\$100.00) for each and every day that such violation continues.

SECTION 902 INSPECTIONS

902.1 Scope. The code official is hereby authorized and directed to make periodic inspections within the purview of this chapter and such inspections as are required by a code compliance program of the Town of Mansfield, by and with the consent of the owner, occupant or person in charge, to determine the condition of dwellings, dwelling units, rooming units and premises within this town for the purpose of determining compliance with the provisions of this chapter or this code. Occupants may also request inspections under this chapter or this code

A. For the purpose of making such inspections, the code official, with the consent of the owner, occupant or person in charge, is hereby authorized to enter, examine and survey all dwellings, dwelling units, rooming units and premises at such time mutually satisfactory to and agreed upon by the code official and the owner or occupant of a dwelling, dwelling unit or rooming unit or the person in charge thereof. Such inspection, examination or survey shall not have for its purpose the undue harassment of owner or occupant, and such inspection, examination or survey shall be made so as to cause the least amount of inconvenience to said owner or occupant, consistent with an efficient performance of the duties of the code official. To further ensure that the policy of this chapter, which is to achieve compliance through cooperation of owners and occupants, shall be successfully maintained, it shall be the practice of the code official whenever practicable, to provide reasonable advance notice to owners and/or occupants of projected special inspections or inspections of a routine nature. Ultimately, no owner or occupant of a residential rental housing unit or rooming unit may unreasonably withhold from the code official consent to access the premises for the purpose of performing any inspection authorized by this code.

B. The occupant of each dwelling, dwelling unit, rooming unit or premises, or the person in charge thereof, upon presentation by the code official of his/her proper credentials, may give the code official entry to the dwelling, dwelling unit, rooming unit or premises and free access to every part thereof.

C. Whenever an owner, occupant or person in charge of a dwelling, dwelling unit, rooming unit or premises shall deny the code official right of entry for the purpose of inspection, examination or survey, the code official shall not enter until he/she presents a duly issued search warrant or other written authorization describing the dwelling, dwelling unit, rooming unit or premises to the owner, occupant or person in charge thereof.

D. Nothing in this section shall be construed to preclude the entry of the code official at any time when, in his/her judgment, an emergency tending to create an immediate danger to the public welfare or safety exists, or when such entry is requested by the owner, occupant or person in charge of the dwelling, dwelling unit, rooming unit or premises, or when the Code Official presents a duly issued search warrant to said owner or occupant or person in charge thereof.

902.2 Access to remedy. Per Connecticut General Statutes section 47a-16, every occupant of a residential rental housing unit or rooming unit shall not unreasonably withhold from the owner thereof, or his/her agent or employee, consent to access any part of such dwelling, dwelling unit or rooming unit, or its premises, for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this chapter.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Martin Berliner, Town Manager *MAB*
CC: Matt Hart, Assistant Town Manager; Cynthia van Zelm, Mansfield Downtown Partnership
Date: March 27, 2006
Re: Storrs Center Relocation Assistance Plan

Subject Matter/Background

With the approval of the Town Council this past October (see attached minutes) Phillip Michalowski, a principal with the firm of Harrall-Michalowski and Associates, has been implementing the comprehensive relocation plan which was developed by the Mansfield Downtown Partnership and Storrs Center Alliance. He has met with each of the effected businesses at least once, and has a basic understanding of which firms would like to move into the new 1A building, which firms would prefer temporary space while they audition for phase 1 or 2 of the project and which ones that would prefer to close their businesses.

Financial Impact

In discussion with our partners in the project, it appears that it would make sense to reach an agreement with those who wish to close as soon as possible. In order to do so, we need to have funds in place to begin negotiations. Based on these discussions, we have agreed that sharing this expense between the Town and the developer would be equitable. Therefore, I am respectfully requesting that \$30,000 be allotted from the Storrs Center area improvements account for this purpose. A balance of \$226,628 would still be available for future expenses.

Since it is our understanding that these payments need to be made by the Partnership, I am further recommending that the \$30,000 be transferred to the MDP for that purpose.

Recommendation

For the reasons stated above, staff recommends that the Town Council authorize staff to transfer \$30,000 from the Storrs Center area improvements account to fund relocation agreements between the Downtown Partnership and area local businesses.

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

Move, effective March 27, 2006, to authorize staff to transfer \$30,000 from the Storrs Center area improvements account to the Mansfield Downtown Partnership to fund relocation agreements between the Mansfield Downtown Partnership and area local businesses.

Attachments

- 1) October 24, 2005 Mansfield Town Council Minutes

10/24/2005

6. Storrs Center Relocation Assistance Plan

Mr. Haddad moved and Mr. Hawkins seconded that effective October 24, 2005, to authorize the Town Manager to expend \$20,000 from an existing capital projects account to provide seed funding for the Storrs Center Relocation Assistance Plan.

So passed unanimously.

7. Legal Services for Mansfield Downtown Partnership

Mr. Hawkins moved and Mr. Schaefer seconded that effective October 24, 2005, to authorize the Town Manager to expend \$10,000 from the capital projects fund to help fund legal services for the Mansfield Downtown Partnership, Inc.

Question from Ms. Koehn: Has the University matched our town funds?
The Town Manager said yes.

So passed unanimously.

8. Referendum Information Sessions

Mr. Haddad moved and Mr. Paulhus seconded that effective October 24, 2005, to schedule an information session at 7:00 p.m. on November 1, 2005 and a subsequent session at 7:00 p.m. on November 3, 2005, to review the three questions that have been submitted to the voters of the Town of Mansfield for the November 8, 2005 referendum.

So passed unanimously.

9. Personal Service Agreement-Day Care Support at Mansfield Discovery Depot

Mr. Paulhus moved and Ms. Blair seconded to adopt the following resolution:

RESOLVED: effective October 24, 2005, to authorize the Town Manager, Martin H. Berliner, to execute a personal service agreement between the Town of Mansfield and the University of Connecticut to provide day care services at the Mansfield Discovery Depot for the children of University employees and students from January 1, 2006 through June 30, 2006.

So passed unanimously.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager
CC: Martin Berliner, Town Manager; Jeffrey Smith, Director of Finance
Date: March 27, 2006
Re: Budget Transfers for FY 2005/06

Subject Matter/Background

Attached please find the recommended budget transfers for FY 2005/06, as well an explanatory memorandum from the Director of Finance.

Recommendation

Staff will be available to take any questions that the Town Council may have, and recommends that the Council approve the budget transfers as presented.

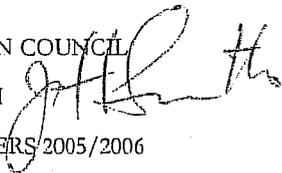
If the Town Council supports this recommendation, the following motion is in order:

Move, effective March 27, 2006, to approve the Budget Transfers for FY 2005/06, as presented by the Director of Finance in his correspondence dated March 14, 2006.

Attachments

- 1) J. Smith re: Budget Transfers for FY 2005/2006
- 2) Town of Mansfield, Salary Budget Transfers

INTEROFFICE MEMORANDUM

TO: MANSFIELD TOWN COUNCIL
FROM: JEFFREY H. SMITH 
SUBJECT: BUDGET TRANSFERS 2005/2006
DATE: 3/14/2006

The items listed below are for requested salary budget transfers for the fiscal year 2005/2006. A brief description of the requested transfers over \$1,000 is detailed below.

- Municipal Management Regular – Increase \$15,150 – Council had not approved Town Manager's salary increase at the time the budget was prepared.
- Town Clerk – Decrease \$2,520 – Due to retirement of Town Clerk and the filling of the position at a lower step.
- Revenue Collections – Increase \$6,330 – Increase due to Revenue Collector position being filled at a higher salary than budgeted.
- Property Assessment – Decrease \$12,330 – Decrease due to Assessor position becoming vacant and position filled at a lower rate of pay.
- Police Services – Increase \$29,810 – Increase mainly due to the payout of unused sick and vacation time to a Full-time Officer who retired.
- Animal Control – Increase \$2,710 – More Kennel Worker hours than budgeted, somewhat offset by Overtime being less than anticipated.
- Fire & Emergency Services Administration – Increase \$2,300 – Increase mainly due to position being upgraded to Fire Chief.
- Fire & Emergency Services – Decrease \$38,100 – Decrease due to resignation of a Full-time Firefighter and position remaining vacant for a period of time. In addition, replacement was hired at a lower rate of pay. Also less Overtime Time & ½ Hours required than anticipated.
- Road Services – Decrease \$8,070 – Less Overtime hours anticipated than budgeted. In addition, an employee was replaced at a lower rate of pay.
- Grounds Maintenance – Increase \$2,460 – Employee should have been budgeted at a higher step.

- Equipment Maintenance – Decrease \$2,340 – Less Overtime hours required than anticipated.
- Building Maintenance Personnel – Decrease \$1,060 – Decrease from not using Substitute Custodians and no Part-time Custodians being charged this fiscal year. These decreases were offset by an increase in Regular Salaries due to contract settlement.
- Social Services Administration – Increase \$1,770 - Employee should have been budgeted at a higher step.
- Youth Services – Decrease \$6,770 – Part-time Social Worker position vacant for most of the fiscal year.
- Senior Services – Decrease \$4,190 – Decrease mainly due to Part-time Kitchen-Aide position being filled later in the year than anticipated.
- Library Administration – Decrease \$3,930 – Library Assistant II position became vacant.
- Recreation Administration – Increase \$1,270 – Increase due to promotion of Administrative Office Supervisor to Administrative Services Manager.
- Planning Administration – Increase \$8,750 – Increase expected due to Secretary retiring and payout of unused sick and vacation time.

ALL ACCOUNTS

TOWN OF MANSFIELD
SALARY BUDGET TRANSFERS
FY 2005/06

ACCOUNT NUMBER	DEPT	OBJECT	APPROP	ESTIMATED	INCREASE	(DECREASE)	ADJUSTED APPROP
111 12100 51000 06	Municipal	Salaries	182,680	197,830	15,150	0	197,830
111 12200 51000 06	Personnel	Salaries	40,350	40,350	0	0	40,350
111 14200 51000 06	Registrars	Salaries	27,750	27,800	50	0	27,800
111 15100 51000 06	Town Clerk	Salaries	159,270	156,750	0	(2,520)	156,750
111 16100 51000 06	Finance Adm	Salaries	62,330	62,480	150	0	62,480
111 16200 51000 06	Acctg & Disb.	Salaries	244,460	243,740	0	(720)	243,740
111 16300 51000 06	Revenue Coll	Salaries	91,990	98,320	6,330	0	98,320
111 16402 51000 06	Assessment	Salaries	169,030	156,700	0	(12,330)	156,700
111 16600 51000 06	Info. Tech.	Salaries	34,220	34,300	80	0	34,300
111 21200 51000 06	Police Serv	Salaries	349,020	378,830	29,810	0	378,830
111 21300 51000 13	Animal Cntrl	Salaries	64,410	67,120	2,710	0	67,120
111 22101 51000 06	Fire Marshall	Salaries	79,130	79,230	100	0	79,230
111 22155 51000 06	Fire & Emer Admi	Salaries	95,570	97,870	2,300	0	97,870
111 22160 51000 06	Fire & Emer Svc	Salaries	1,031,790	993,690	0	(38,100)	993,690
111 23100 51000 06	Emer Mgmt	Salaries	28,720	28,790	70	0	28,790
111 30100 51000 06	PW Admn.	Salaries	155,680	155,940	260	0	155,940
111 30200 51000 07	PW Oper.	Salaries	73,300	73,810	510	0	73,810
111 30300 51000 07	Road Serv.	Salaries	602,760	594,690	0	(8,070)	594,690
111 30400 51000 07	Grounds Maint	Salaries	235,260	237,720	2,460	0	237,720
111 30600 51000 07	Equip. Maint	Salaries	155,290	152,950	0	(2,340)	152,950
111 30700 51000 06	Engineering	Salaries	188,850	188,850	0	0	188,850
111 30800 51000 06	Building Insp	Salaries	101,500	101,500	0	0	101,500
111 30900 51000 06	Bldg. Maint	Salaries	225,030	223,970	0	(1,060)	223,970
111 42100 51000 06	Social Serv	Salaries	177,590	179,360	1,770	0	179,360
111 42210 51000 06	Youth Serv	Salaries	118,630	111,860	0	(6,770)	111,860
111 42300 51000 12	Senior Serv	Salaries	187,140	182,950	0	(4,190)	182,950
111 43100 51000 08	Library Adm	Salaries	435,320	431,390	0	(3,930)	431,390
111 44100 51000 06	Recr. Admn	Salaries	138,710	139,980	1,270	0	139,980
111 51100 51000 06	Planning Adm	Salaries	210,840	219,810	8,970	0	219,810
					0	0	0
111 73000 56312 06	Contingency		0	0	8,040		8,040
			<u>5,666,620</u>	<u>5,658,580</u>	<u>80,030</u>	<u>(80,030)</u>	<u>5,666,620</u>



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *Matt*
CC: Martin Berliner, Town Manager; Kevin Grunwald, Director of Social Services
Date: March 27, 2006
Re: Fair Housing Policy and Proclamation

Subject Matter/Background

In order to apply for and receive funding under the Small Cities Community Development Block Grant Program, the Town is required to maintain its fair housing policy. The Town's Small Cities grant-funded projects, such as the housing rehabilitation revolving loan program, have proven very successful in the past, and we would like to maintain this funding in the future. In addition, as a policy matter it makes sense for a local government such as the town of Mansfield to maintain a fair housing policy to help ensure that all citizens are afforded a right to full and equal housing opportunities. Consequently, staff recommends that the Council re-endorse the Town's existing fair housing policy and authorize Mayor Paterson to issue the attached proclamation designating the month of April as "Fair Housing Month" in Mansfield.

Recommendation

If the Town Council supports this recommendation, the following resolution and motion are in order:

Resolved, effective March 27, 2006, that the Mansfield Town Council hereby endorses a fair housing policy to ensure equal opportunity for all persons to rent, purchase and obtain financing for adequate housing of their choice on a nondiscriminatory basis; and, be it further resolved, that the Town Manager or his/her designated representative is responsible for responding to and assisting any person who alleges to be the victim of an illegal discriminatory housing practice in the Town of Mansfield.

Move, effective March 27, 2006, to authorize the Mayor to issue the attached proclamation designating the month of April as "Fair Housing Month" in Mansfield.

Attachments

- 1) Fair Housing Resolution
- 2) Fair Housing Policy Statement
- 3) Proclamation Designating the Month of April as "Fair Housing Month" in Mansfield

NB

see 3/14/05 agenda

TOWN OF MANSFIELD

FAIR HOUSING RESOLUTION

Whereas, All American citizens are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and

Whereas, State and Federal Fair Housing laws require that all individuals, regardless of race, color, religion, sex, national origin, ancestry, marital status, age, mental or physical disability, lawful source of income, sexual orientation, familial status, be given equal access to rental and homeownership opportunities, and be allowed to make free choices regarding housing location; and

Whereas, The Town of Mansfield is committed to upholding these laws, and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice.

NOW, THEREFORE, BE IT RESOLVED, That the Town Council of the Town of Mansfield hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase and obtain financing for adequate housing of their choice on a non-discriminatory basis: and BE IT FURTHER RESOLVED, That the Town Manager of the Town of Mansfield, or his/her designated representative is responsible for responding to and assisting any person who alleges to be the victim of an illegal discriminatory housing practices in the Town of Mansfield.

Adopted by the _____ on _____

Martin H. Berliner
Town Manager

TOWN OF MANSFIELD

FAIR HOUSING POLICY STATEMENT

It is both the policy and strong commitment of the Town of Mansfield to promote Fair Housing opportunities in all its programs and housing development activities and to take affirmative action through education and implementation to ensure equal housing opportunities for all persons and families.

The Town of Mansfield will take affirmative action to ensure that all tenants, applicants, residents are treated fairly without regard to their race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, learning disability, mental or physical disability, including but not limited to blindness, age, individuals with children or lawful source of income.

The Town of Mansfield will continue to make a good faith effort to comply with all Federal and State laws and policies which speak to fair housing practices.

It is the policy of the Town of Mansfield that all Housing related personnel be trained and educated in the principles of Fair Housing and Equal Opportunity so that Equal Housing Opportunity may be available to all qualified applicants.

This Fair Housing Policy Statement reaffirms our personal commitment to the principles of fair housing and equal opportunity housing practices.

The Fair Housing Officer, Kevin Grunwald, or their designated representative is responsible for the enforcement and implementation of the Fair Housing Regulations/Plan and the enforcement of this policy. The Fair Housing Officer may be reached at (860) 429-3314.

Complaint(s) pertaining to discrimination in any program funded by the Town of Mansfield may be filed with the Fair Housing Officer. The Town's Grievance Procedure will be utilized in this case(s).

Complaints also may be filed with the Commission on Human Rights and Opportunity, 21 Grand Street, Hartford, CT 06106.

TOWN OF MANSFIELD

Martin H. Berliner
Town Manager

Date

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Town of Mansfield does not discriminate in the provision of services, the administration of its programs, or the contractual agreements with subrecipients. The Town of Mansfield seeks to fully carry out its responsibilities under the Title VI Regulations.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color or national origin in programs and activities receiving Federal financial assistance. Title VI provides that "No person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program" covered by the Regulations.

This policy is effectuated through the methods of administration outlined in the Town's document entitled "Fair Housing Plan" are fully implemented to ensure compliance by the Town, as the recipient, and by the grantees, as subrecipients. The cooperation of the Town and grantee personnel is required.

Martin H. Berliner
Town Manager



**Town of Mansfield
Proclamation**

**Designating the Month of April as Fair Housing Month in the Town of
Mansfield**

WHEREAS, the month of April is National Fair Housing Month; and

WHEREAS, the Town of Mansfield, Connecticut is steadfast in its long public commitment to the promotion of fair housing in the community; and

WHEREAS, the Town of Mansfield, Connecticut continues to be represented on the Windham Regional Fair Housing Task Force, which initiates actions and cooperates with housing related organizations in the promotion of the awareness of and compliance with fair housing laws; and

WHEREAS, the Town of Mansfield takes this opportunity to focus attention on the importance of fair housing by declaring April to be "Fair Housing Month" in Mansfield;

NOW, THEREFORE, I, Mayor Elizabeth Paterson, on behalf of the Town Council and the citizens of Mansfield officially proclaim the month of April as "Fair Housing Month" in the Town of Mansfield.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the town of Mansfield to be affixed on this 27th day of March in the year 2006.

Elizabeth C. Paterson
Mayor, Town of Mansfield

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *MH*
CC: Martin Berliner, Town Manager
Date: March 27, 2006
Re: Charter Revision Commission

Subject Matter/Background

The Town Council's Special Committee Regarding the Establishment of a Charter Revision Commission has been working diligently to recruit potential members for the commission, and to identify key issues to be included as part of the Council's charge to that body.

At Monday's meeting, the special committee plans to present the Council with a recommended slate of appointees as well as a recommended charge to be issued to the forthcoming Mansfield Charter Revision Commission.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *Matt*
CC: Martin Berliner, Town Manager; Jeffrey Smith, Director of Finance
Date: March 27, 2006
Re: WPCA, Proposed FY 2005/06 UConn Water/Sewer Budget

Subject Matter/Background

Attached please find the proposed UConn Water/Sewer Budget for 2005/06, as prepared by the Department of Finance. The budget funds the water and sewer service for those Mansfield residents connected to the UConn system. The budget is based on actual water/sewer billings from UConn for the 12-month period from November 2004 through October 2005.

Financial Impact

The proposed budget anticipates no change in revenue. However, we do estimate that retained earnings would increase to \$352,592 as of June 30, 2006.

Recommendation

Staff recommends that the Town Council acting as the Water Pollution Control Authority (WPCA) approve the budget as proposed.

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

Move, effective March 27, 2006, to adopt the proposed UConn Water/Sewer Budget for 2005/06 as prepared by the Department of Finance.

Attachments

- 1) Proposed UConn Water/Sewer Budget
- 2) UConn Water/Sewer Fund, Comparison of Proposed Water/Sewer Billing

TOWN OF MANSFIELD
UCONN WATER/SEWER ENTERPRISE FUND ESTIMATED BUDGETS

	<u>2004/05</u> <u>Actual*</u>	<u>2005/06</u> <u>Proposed</u>
OPERATING REVENUES:		
Water/Sewer Charges	<u>\$80,000</u>	<u>\$80,000</u>
Total Operating Revenues	80,000	80,000
OPERATING EXPENSES:		
Water/Sewer Billings	53,344	53,611
Purchased Services & Supplies ⁽¹⁾	3,980	4,500
Depreciation	<u>10,068</u>	<u>10,068</u>
Total Operating Expenses	<u>67,392</u>	<u>68,179</u>
Operating Income/(Deficit)	12,608	11,821
Retained Earnings, July 1	<u>328,163</u>	<u>340,771</u>
Retained Earnings, June 30	<u><u>\$340,771</u></u>	<u><u>\$352,592</u></u>

⁽¹⁾Primarily electricity for sewer pumps

*Agrees with Exhibit H of 2004/05 CAFR

UCONN WATER/SEWER FUND
 COMPARISON OF PROPOSED WATER/SEWER BILLING
 BY CUSTOMER 04/05 VERSUS ACTUAL 03/04

	04/05 Actual	05/06 Proposed	Increase (Decrease)	%
Wrights A - Sewer Only	\$4,140	\$3,640	(\$500)	-12.1%
Wrights B - Sewer Only	1,075	1,155	80	7.4%
Holinko - Sewer Only	2,110	2,380	270	12.8%
Senior Center - Water and Sewer	2,310	2,000	(310)	-13.4%
Total Town of Mansfield	9,635	9,175	(460)	-4.8%
Wrights A - Water Only	4,050	3,460	(590)	-14.6%
Wrights B - Water Only	1,045	1,095	50	4.8%
Holinko - Water Only	2,060	2,260	200	9.7%
Total Mansfield Housing Authority	7,155	6,815	(340)	-4.8%
Mansfield Retirement Comm. (Juniper Hill) Water and Sewer	24,480	25,530	1,050	4.3%
Mansfield Retirement Co-op (Glen Ridge) Water and Sewer	12,240	13,770	1,530	12.5%
Center for Rehabilitation and Nursing Water and Sewer	26,490	24,710	(1,780)	-6.7%
	<u>\$80,000</u>	<u>\$80,000</u>		

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *Matt*
CC: Martin Berliner, Town Manager; Jeffrey Smith, Director of Finance
Date: March 27, 2006
Re: WPCA, Proposed FY 2005/06 Willimantic Sewer Budget

Subject Matter/Background

Attached please find the proposed Willimantic Sewer Budget for 2005/06, as prepared by the Department of Finance. The Town pays the Town of Windham for the sewer service for those Mansfield residents connected to the Willimantic system. The Town bills the users a fee that is appropriate to fund the budget.

Financial Impact

The proposed budget anticipates a \$12,000 increase in revenue, which is necessitated by an increase of 11percent in the sewage processing charge and a \$37,593 contract for cleaning sewer pipes. However, retained earnings will decrease by approximately \$7,675.

Recommendation

Staff recommends that the Town Council acting as the Water Pollution Control Authority (WPCA) approve the budget as proposed.

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

Move, effective March 27, 2006, to adopt the proposed Willimantic Sewer Budget for 2005/06 as presented by the Department of Finance.

Attachments

- 1) Proposed Willimantic Sewer Budget

TOWN OF MANSFIELD
WILLIMANTIC SEWER ENTERPRISE FUND BUDGETS

	2004/05 Actual*	2005/06 Proposed
OPERATING REVENUES:		
Sewer Charges	\$98,000	\$110,000
Other Revenues	968	500
Total Operating Revenues	98,968	110,500
 OPERATING EXPENSES:		
Sewer Billings	54,568	63,902
Purchased Services & Supplies	16,969	40,000
Depreciation	14,273	14,273
Total Operating Expenses	85,810	118,175
Operating Income	13,158	(7,675)
Retained Earnings/(Deficit), July 1	707,974	721,132
Retained Earnings/(Deficit), June 30	\$721,132	\$713,457
 <u>Estimate of Willimantic Sewer Expense 2004/2005</u>		
Over-Estimate for Jan - Jun 2005		\$ (1,840.47)
Actual for July - December 2005		33,113.39
Estimate for January through June 2006 15.50 m/gallons at \$2,105.11 m/gallons		32,629.21
Total		\$ 63,902.13

* Agrees with Exhibit H of 2004/05 CAFR



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager
CC: Martin Berliner, Town Manager; Lon Hultgren, Director of Public Works
Date: March 27, 2006
Re: WPCA, Four Corners Sewer Study/Consulting Agreement

Subject Matter/Background

With the University of CT preparing to extend "North Hillside Road" from the middle of the campus to Route 44, sewers are planned to be extended to this new intersection (at the Town's request). In order to hook-into this sewer, a planning study of the four-corners area needs to be conducted to DEP requirements.

Acting with the Department of Environmental Protection (DEP), the Town has received firm qualifications, selected a consultant and negotiated a scope of services for this planning study. The consulting agreement for this work is now ready to be executed.

Financial Impact

The immediate financial impact to the Town is the cost of the study, approximately \$90,000. Longer-range costs would include the costs of sewerage the Four Corners area, which we estimate would cost \$2.5 million, less any federal or state grants for this system. These costs would be offset in part by benefit assessments against the properties benefited by access to sewers and increased tax revenues for the limited development that may occur in the Four Corners area as a result of having sewers available.

Funds to begin this study are available in the sewer user fund; additional funds would be provided from the capital budget and the eventual benefit assessments.

Legal Review

The Town Attorney reviewed the agreement, and all of the changes that he suggested were incorporated.

Recommendation

It is recommended that the Town Council, acting as the Mansfield Water Pollution Control Authority (WPCA), authorize the Town Manager to execute this agreement.

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

Move, effective March 27 2006, to authorize the Town Manager to execute the agreement between the Town of Mansfield Connecticut and Earth Tech, Inc. for study and report phase professional services.

Attachments

- 1) Proposed Agreement between the Town of Mansfield Connecticut and Earth Tech, Inc. for Study and Report Phase Professional Services

AGREEMENT
BETWEEN
TOWN OF MANSFIELD CONNECTICUT
AND
EARTH TECH, INC.
FOR
STUDY AND REPORT PHASE
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, made as of _____ 2006, between the Town of Mansfield (OWNER) and Earth Tech, Inc. (ENGINEER), a corporation duly organized and existing under the laws of California and having its principal place of business in Glastonbury, Connecticut, with respect to certain engineering services to be performed on a project (the "Project") consisting of a Facilities Plan for the Four Corners area of Mansfield Connecticut.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - SERVICES OF THE ENGINEER

ENGINEER shall perform the following Study and Report Phase Basic Services to which this Agreement applies, as hereinafter provided:

1.1 Study and Report Phase Basic Services

1.1A. DATA GATHERING and MAPPING

- 1) Review Facilities Plan for UConn and determine sewage capacity issues, if any. Review in the context of total flow from Mansfield, and the specific Four Corners area. Determine sewage flow allotted to the Four Corners area. Discuss data with Mansfield and UConn officials. Establish future flow values.
- 2) Identify with sanitarian, the sites within the initial service area that have exhibited problems in the past 0-3, 3-10, and 10-20 year time period. Identify, as best as possible, reason for failure or use restriction. Review available sanitarian records for

groundwater depth, ledge, and surficial geology. Look at records for multiple pump outs, and repair records.

- 3) Identify areas outside the initial service area that may have problems with subsurface disposal.
- 4) Review 1990 Facilities Plan.
- 5) Review available zoning maps, assessors maps, wetlands maps, and Plan of Conservation and Development.
- 6) Review current Plan of Conservation and Development and compare with that of State Plan of C&D. Identify discrepancies, if any. Meet with Planner. Establish to-scale base map for working document in the report. Mapping will be compatible with ARC View (Mansfield GIS software). Include in base map:
 - a. Topography (transfer of DOT maps into GIS format)
 - b. lot designations
 - c. roads
 - d. wetlands
 - e. surficial geology
 - f. public water supply areas
 - g. zoning
 - h. well locations
 - i. septic system location (if available)
 - j. lot dimensions and area
 - k. distances from well to septic system and lot boundary
 - l. additional sensitive areas.
- 7) Develop an informational handout summarizing the project purpose and need, benefits to be derived from the project in terms of public health and the environment, the project scope, anticipated schedule, information telephone numbers, a summary of media sources through which project updates will be publicized and a polite request for the community's patience, tolerance and cooperation. The highlights of the factsheet may include a description of the problem, a review of potential alternatives, and a rationale for determination of a sewer service boundary. The Consultant will provide a draft for review by the Town DPW and will make up to two revisions to the fact sheet based on comments received. The Consultant will provide the handout in Adobe Acrobat or similar electronic format for the Town's use on its website and/or for future press releases or public service announcements, such as during the construction period.
- 8) The Consultant will arrange and advertise public information meetings. The meetings will provide a forum to present the project to the public and to hear local concerns and comments, which will in turn be addressed in the final document. The Consultant will provide written report and summary of each meeting.
- 9) Assist the Town of Mansfield to file for a DEP CWF reimbursement.

1.1 B. SERVICE AREA DELINEATION/NEEDS SURVEY

- 1) Use base map to preliminarily identify the service area.
- 2) Meet with Town and UConn officials to review information gathered in the previous phase and preliminarily identify the initial service area.
- 3) Identify wetlands and other areas to be excluded from the service area.
- 4) Determine the sewage flows from established homes and commercial buildings. Identify flow values in spreadsheet format with ID to lot. Use water service data if

available. For undeveloped parcels, establish flows based on textbook values and engineering judgment and in conformance with established zoning regulations and Plan of Conservation and Development. Investigate possibility of future public water service and effect on planning flow values.

- 5) To evaluate on-site options, establish loading values for the service area.
- 6) Meet with local planning boards to establish future development and growth in the service area. Ensure consistence with State Plan of Conservation and Development.
- 7) Combine flow data with the identification of septic problem areas, surficial geology, ledge issues, ground water elevations and establish the needs area.
- 8) Evaluate the capacity of the soils to accept long-term subsurface disposal and provide a general discussion related to this. Meet with Town and DEP to review results.
- 9) Establish the service area lot by lot. Provide discussion as to service area boundaries.
- 10) Determine ultimate sewage flow for the service area.

1.1 C. EVALUATION OF WASTEWATER DISPOSAL OPTIONS

- 1) Review options including sewers and pump station(s) to UConn, vacuum system, pressure sewers, combinations of both, a community system for wastewater disposal, multiple community systems, package plant system viability. Identify disposal options (where to discharge) and land availability and needs.
- 2) Present alternatives to the Town and identify critical issues and concerns with each alternative.
- 3) Evaluate and cost out viable options.
- 4) Identify any other concerns with UConn or Town that may impact conclusions
- 5) Conduct a formal workshop to receive public input.

1.1 D. CONCLUSIONS and RECOMMENDATIONS

- 1) Prepare and present a draft report with mapping, tables, cost evaluations and text discussion of the alternatives and the selected Plan.
- 2) Review with the Town, UConn, and other officials. Upon general agreement, discuss with the DEP and solicit their comments.
- 3) Depending on selected Plan, review phased approach to work, provide conceptual layout of sewers and pump station locations.
- 4) Determine costs of each phase.
- 5) Discuss maintenance requirements and costs.
- 6) Submit to DEP for comment.
- 7) Coordinate a public hearing that meets legal requirements of both the Town and State. Develop a legal notice for the public hearing.
- 8) Record the hearing and provide a copy of the transcript to the Town.
- 9) Finalize the report once the Public Hearing is completed.
- 10) Provide seven (7) copies of the report plus an electronic version of the report including mapping.

The services called for in the Study and Report Phase will be completed and the Report submitted within 270 calendar days after written authorization to proceed from OWNER.

SECTION 2 - STUDY AND REPORT PHASE BASIC SERVICES

After written authorization to proceed, ENGINEER shall in conformance with SECTION 1:

- 2.1 Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.
- 2.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 4.4, and assist OWNER in obtaining such data and services.
- 2.3 Identify requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
- 2.4 Provide analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

Unless specifically called for under SECTION 1 of this Agreement, the services listed in this SECTION 3 are not included as part of this Agreement and are not paid for by OWNER, as provided in SECTION 5 of this Agreement.

- 3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 3.2 Preparation of applications and supporting documents for federal, state or local notices-of-intent, permit or license applications.
- 3.3 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 3.4 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, unanticipated site conditions, unexpected discovery of hazardous materials, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 3.5 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for

licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

- 3.6 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office, as required by SECTION 1.
- 3.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, field surveys for design purposes and other special field surveys.
- 3.8 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

SECTION 4 - OWNER'S RESPONSIBILITIES

Unless specifically called for as a responsibility of ENGINEER under SECTION 1, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 4.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 4.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 4.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 4.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:
 - 4.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 4.4.2 Appropriate professional interpretations of all of the foregoing;
 - 4.4.3 Environmental assessment and impact statements;
 - 4.4.4 Property, boundary, easement, right-of-way, topographic and utility surveys;
 - 4.4.5 Property descriptions;
 - 4.4.6 Zoning, deed and other land use restriction; and other special data or consultations not covered in SECTION 3;

all of which ENGINEER may use and rely upon in performing services under this Agreement.

- 4.5 Furnish right of entry and permission for ENGINEER to perform planned surveys, borings, and other investigation and exploration, pursuant to the scope of services. Where client is not the owner of the site, and services includes borings, trenches, or other such invasive testing measures, ENGINEER may require written authorization from the property owner to perform such services. ENGINEER will take reasonable precautions to minimize damage to the property from use of equipment, but have not included in the fee the costs of restoration of damage that may result from such operations. If ENGINEER is required to restore the property to its former condition, the cost will be added to its fee.
- 4.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 4.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others, as may be necessary for completion of the Project.
- 4.8 Provide such accounting, independent cost estimating and insurance counseling services, as may be required for the Project, such legal services, as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project and such auditing services, as OWNER may require.
- 4.9 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.
- 4.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 4.11 Furnish, or direct ENGINEER to provide, Additional Services as stipulated in SECTION 3 of this Agreement or other services, as required.
- 4.12 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this Agreement.
- 4.13 Bear all costs incident to compliance with the requirements of this SECTION 4.

SECTION 5 - COMPENSATION BASIS FOR PAYMENT

- 5.1 OWNER will pay ENGINEER for services performed, as included in SECTION 1, the lump sum of \$89,980.00 that will not be exceeded unless authorized by the OWNER.
- 5.2 Services of Independent Contractors and Consultants - ENGINEER may engage independent contractors and/or consultants to perform specific services.
- 5.3 Payment Conditions
- 5.3.1 ENGINEER shall provide invoices to OWNER for services performed on a monthly basis. Payments by OWNER to ENGINEER shall be made monthly. Payments are to be mailed to the ENGINEER's lock box location at Mellon Bank: Earth Tech, Inc., Department CH 10285, Palatine, IL 60055-0285.
- 5.3.2 If ENGINEER is of the opinion that any service(s) it has been directed to perform is beyond the intended scope of this Agreement, it shall promptly notify OWNER in writing of that fact. If OWNER disagrees, it shall promptly notify ENGINEER in writing that a meeting must occur to try to resolve the differences. If the disagreement is not resolved, the parties may select a third party to decide. If the result of negotiations or a third party decision is that any services(s) is beyond the intended scope of the Agreement, OWNER shall provide additional compensation to ENGINEER for any such service(s) on the basis of a negotiated lump sum.
- 5.3.3 If OWNER fails to make any payment due ENGINEER for the lump sum within 60 days after date of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1-1/2% per month from said thirtieth day, and in addition, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this Agreement. Unless payment in full is received by ENGINEER within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, unless it is done in violation of this Agreement, ENGINEER shall have no liability to OWNER for delay or damage caused OWNER because of such suspension of services.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

- 6.1 Construction Cost. The construction cost of the entire Project ("Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER.
- 6.2 Opinion of Cost. ENGINEER opinions of probable Total Project Costs and Construction Cost are estimates provided on the basis of experience and qualifications and represent its best judgment as experienced and qualified professionals familiar with the construction industry.

Since ENGINEER has no control over the means, methods, or techniques of construction, or the cost of labor materials, equipment, or services furnished by others or over competitive bidding or market conditions, ENGINEER cannot guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable costs prepared by ENGINEER.

SECTION 7 - GENERAL PROVISIONS

- 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon 20 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. No such termination may be made until the parties have at least one face to face meeting to attempt in good faith to resolve their differences. In the event of termination by OWNER upon the completion of any phase of the services, progress payments due ENGINEER for services rendered through such phase shall constitute payment for such services. In the event of such termination by OWNER during any phase of the services, ENGINEER also will be reimbursed for the charges of independent contractors and consultants employed by ENGINEER to render services, and for services rendered during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project provided that the OWNER receives the benefit of any such services. In the event of any such termination, ENGINEER will be paid for all unpaid reimbursable expenses.
- 7.2 Project Suspension. If the Project is suspended or abandoned by the OWNER in whole or in part for more than six (6) months, ENGINEER shall be compensated for all of its services and services of its independent contractors and consultants performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with reimbursable expenses then due. If the Project is resumed after being suspended for more than six (6) months, ENGINEER's compensation shall be equitably adjusted.
- 7.3 Ownership and Use of Documents. All documents, including Drawings, Specifications, Estimates, Field notes, and other data, prepared or furnished under this AGREEMENT by ENGINEER and their Independent Contractors and Consultants, pursuant to this AGREEMENT, are instruments of service in respect of the Project and shall remain the property of the ENGINEER whether or not the Project is completed. ENGINEER shall retain ownership of all Documents, Drawings, Specifications, Estimates, Field Notes, and other data, and any copyright thereto. OWNER may make and retain copies thereof as is necessary to occupy and operate the Project by OWNER or others, however, such documents are not intended or represented to be suitable for additions, extensions, alterations, or completion of the Project by another engineer, or use on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended is at OWNER's sole risk and without liability or legal exposure to ENGINEER or their independent contractors or consultants. The OWNER shall indemnify, defend, and hold harmless ENGINEER and their independent contractors, and consultants from all claims, damages, loses, and expenses, including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.
- 7.4 Engagement of Others. If so requested or agreed by the OWNER, the ENGINEER may recommend the OWNER's engaging the services of laboratories, testing services, subconsultants, or third-parties to perform suitable aspects of the required Services beyond the

scope of the ENGINEER'S Basic Services under this Agreement. Invoices for such third-parties will be reviewed by the ENGINEER, and the ENGINEER will make recommendations to the OWNER regarding payment. Payment to these third-parties will be made directly by the OWNER. The ENGINEER will recommend the use of such third-parties with reasonable care but does not guarantee their services and will not be liable for their errors or omissions.

7.5 Insurance. ENGINEER shall procure and maintain professional liability insurance and insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any other such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. A minimum Professional Liability policy of \$1,000,000 per claim shall be provided, with an aggregate value of \$2,000,000. Workers Compensation and Employers Liability insurance shall be \$1,000,000 for each accident. The Town of Mansfield shall be named as an additional insured on the policy.

7.6 Miscellaneous Provisions

- 7.6.1 Indemnity: Subject to any limitations stated in this Agreement, ENGINEER will indemnify and hold harmless OWNER, its officers, directors, employees, and subcontractors from and against all claims and actions including reasonable attorney's fees, arising out of damages or injuries to persons or tangible property caused by a professionally negligent act, error, or omission of ENGINEER or any of its agents, subcontractors, and employees in the performance of services under this Agreement.
- 7.6.2 ENGINEER will not be responsible for any portion of loss, damage, or liability arising from any contributing negligent acts by OWNER, its subcontractors, agents, staff, or consultants.
- 7.6.3 OWNER will indemnify and hold harmless ENGINEER, its employees, officers, directors, and subcontractors from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property caused by the OWNER or any of its agents, subcontractors, and employees.
- 7.6.4 This Agreement is to be governed by the laws of Connecticut.
- 7.6.5 OWNER and ENGINEER waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance, except such rights as they may have to the proceeds of such insurance. OWNER and ENGINEER each shall require similar waivers from its contractors, consultants and agents.
- 7.6.6 Prior to the initiation of any legal proceedings, the parties agree to submit all claims, disputes, or controversies arising out of, or in relation to, the interpretation, application, or enforcement of this Agreement to mediation. Mediation shall be conducted under the auspices of the American Arbitration Association in accordance with its then existing terms and procedures. The cost of mediation shall be borne equally by the parties. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this Agreement and the American Arbitration Association. This Article shall survive completion or

termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such a claim or dispute in the State of Connecticut.

- 7.6.7 OWNER and ENGINEER each is hereby bound, and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound, to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- 7.6.8 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitations, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent contractors and consultants, as ENGINEER may deem appropriate, to assist in the performance of services hereunder at the expense of the ENGINEER.
- 7.6.9 ENGINEER shall provide for OWNER professional services in all phases of the Project of which this Agreement applies. ENGINEER shall act solely for the benefit and act as representative of OWNER. Nothing in this Agreement shall create a contractual relationship with, or be construed to give any rights or benefits to any third-party against OWNER or ENGINEER.
- 7.6.10 This Agreement represents the entire understanding between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. OWNER and ENGINEER make no representations, express or implied, other than those stated herein.
- 7.6.11 The ENGINEER and the ENGINEER's independent contractors and consultants shall have no responsibility for the presence, generation, discovery, handling, transportation, removal, or disposal of, or exposure of persons to, hazardous materials in any form located at the Project Site. In the event unanticipated hazardous materials are discovered on the Project Site, OWNER agrees that any such discovery constitutes a changed condition necessitating a renegotiation of the Scope of Services, additional compensation, or a termination of services.
- 7.6.12 OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with the prevailing standard of care may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and technical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that due to natural occurrences or direct or

indirect human intervention at the site or distance from it, actual conditions may quickly change. Further, where the ENGINEER's services include subsurface exploration or activity, OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or property at the Site and OWNER accepts that risk.

- 7.6.13 ENGINEER will dispose of all non-hazardous rock, soil, and other samples 180 days after submission of ENGINEER's final report, or submittal of plans and specifications OWNER may request in writing that said samples be shipped by ENGINEER to a location designated by OWNER or that ENGINEER arrange to store said samples at facilities for an agreed upon storage rate. In the event that samples collected by ENGINEER or provided by OWNER or wastes generated as a result of Project Site investigation activities contain or potentially contain substances or constituents which are or may be hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances ("Hazardous Materials"), said Hazardous Materials shall remain the property of OWNER and shall have responsibility for them as generator. Hazardous Materials discovered by ENGINEER which have been removed by ENGINEER from the Project Site shall be prepared by OWNER for lawful transportation and returned to OWNER at the Project Site within a reasonable time, not to exceed thirty (30) days, or such lesser time in which the legal obligation exists to remove such Hazardous Material from its then location after notice has been communicated to OWNER.
- 7.6.14 It is understood and agreed that all contractors and consultants engaged by ENGINEER, are independent contractors of ENGINEER and not employees or agents of ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques or safety plans or procedures of any such contractors and consultants. No such independent contractor shall be hired by the ENGINEER without the written approval of the OWNER. Earth Tech's services do not include an independent analysis of work conducted and information provided by independent consultants retained by Earth Tech in connection with Earth Tech's services provided to the OWNER. ENGINEER's sole responsibility with respect to contractors and consultants engaged by ENGINEER shall be the coordination of services performed by any such contractors or consultants with the services of ENGINEER and the services of any other such contractors and consultants.
- 7.6.15 The extent of the duties, obligations and limitations on the authority of ENGINEER, as set forth in this Agreement, and as the representative of OWNER, shall not be modified or extended without the express written consent of ENGINEER. In the absence of any such express written consent, ENGINEER shall not be bound by any provisions of the Contract Documents which define or describe the duties and/or obligations of ENGINEER in any manner or respect different from the terms of this Agreement.

SECTION 8 - EXHIBITS AND ATTACHMENTS

8.1 The following exhibits are attached to and made part of this Agreement:

8.1.1 None

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Town of Mansfield
By its Town Manager

Martin H. Berliner

Address for giving notices:

4 South Eagleville Road
Mansfield, CT 06268

ENGINEER:

Earth Tech, Inc.
Vice President

Richard Jubinville, P.E.

Address for giving notices:

655 Winding Brook Drive
Glastonbury, CT 06033



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *MGH*
CC: Martin Berliner, Town Manager; Lon Hultgren, Director of Public Works
Date: March 27, 2006
Re: MRRA, Rate increase, Multi-family collection (individual can services)

Subject Matter/Background

With the increase in the cost of fuel and the CPI, our collection contract costs increase each year. Periodically the rates charged to residents are adjusted so that the solid waste fund stays solvent. The individual can services for the Town's multi-family collection have not been adjusted since January 2003 (see attached memo).

Financial Impact

The solid waste fund relies on the revenue from refuse collection to pay the contractors and refuse tipping fees, as well as our administrative costs to run the refuse and recycling collection program. The impact of not raising fees periodically would be to run the solid waste fund into a deficit.

Legal Review

The rates are already described in the Mansfield Code and no wording changes are proposed, so no legal review has been sought.

Recommendation

It is recommended that the Town Council, acting as the Mansfield Resource Recovery Authority (MRRA), approve the fee increases as proposed.

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

Move, to approve the rate increase effective July 1, 2006 for multi-family collection, as recommended by the Director of Public Works in his memorandum dated March 21, 2006.

Attachments

- 1) L. Hultgren re: 2006 Rate Increase for Multi-Family Mini and 1-Can Services

TOWN OF MANSFIELD
MEMORANDUM
3/21/06

TO: Martin H. Berliner, Town Manager
 FROM: Lon R. Hultgren, Director of Public Works
 Virginia Walton, Recycling/Refuse Coordinator *V. Walton*
 RE: 2006 Rate Increase for Multi-Family Mini & 1-Can Services

It has been several years since the multi-family "can" service rates (MF mini and MF 1-can) have been adjusted. We last increased the Town's multi-family mini and 1-can collection rates in January 2003. At the time when multi-family collection converted from weight-based to volume-based in December 1, 2003, the two multi-family "can" service fees were not changed since they had increased several months prior. In January 2006 the single-family collection rates increased 5% and the transfer station fees increased 8%. The multi-family can services were inadvertently excluded from this recent increase. The single-family monthly rates are now \$14.25 for mini service and \$20.00 for 1-can service.

After discussing the rates with the solid waste advisory committee (SWAC), we are recommending a fee increase just under 8% for the multi-family mini and 1-can services, which will make the fees similar to the single-family (SF) rates for the same service. They remain below the single-family rates as they are not billed individually.

Service Type	MF Current Charge	MF Proposed Charge	SF Charge
Mini Service	\$13.00	\$14.00	\$14.25
1-Can Service	\$16.75	\$18.00	\$20.00

In order to reflect this change, section A196-12 (G) of the solid waste regulations needs to be modified. Below is the proposed regulation change. We suggest the changes are made effective July 1, 2006.

G. Mini-service	Weekly pickup of 1 small garbage can (up to 20 gallons) or 1 standard size (35-gallon) garbage bag per dwelling unit at a designated area for said can or bag.	\$13.00 <u>\$14.00</u>
Individual Can	Weekly pickup of 1 standard-size garbage can (35-gallon) per dwelling unit at a designated area for said can.	\$16.75 <u>\$18.00</u>

Council's action, acting as the Mansfield Resource Recovery Authority, is respectfully requested to adopt this regulation change.

Cc: File



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *MH*
CC: Martin Berliner, Town Manager
Date: March 27, 2006
Re: Independent/Assisted Living Project

Subject Matter/Background

As explained in the attached, the Town Manager has approached the University of CT about selling a parcel of university property to the Town via a one-year option, in the event that the Town Council wishes to identify a developer to construct an independent/assisted facility in Town. Staff has identified a potential parcel, which is in the vicinity of the Mansfield Community Center and could potentially be connected to university water and sewer.

We will have more to report on this item at Monday's meeting.

Attachments

1) M. Berliner re: Assisted/Independent Living Project

TOWN OF MANSFIELD
OFFICE OF THE TOWN MANAGER



Martin H. Berliner, Town Manager

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

March 6, 2006

Mr. Thomas Q. Callahan
Special Assistant to the President
University of Connecticut
Gulley Hall, Box U-48
Storrs, Connecticut 06269

Re: Assisted/Independent Living Project

Dear Tom:

As we have discussed on a number of occasions, I believe that the construction of an independent/assisted living facility adjacent to the University campus is in the best interests of the Town and the University. In our review of this project at the recent Town/University Relations Committee meeting, you requested that we keep the University abreast of the status of the project. I believe that it is now time to move forward, as the Town's consultant, Brecht Associates, has identified a market for about 110 units of independent and assisted living units combined.

Our last formal meeting with the University on this subject took place a number of years ago, and we met with then Chancellor Peterson. At that time, and upon our request, the chancellor had tasked the Town with identifying a parcel of University land that could be appropriate for the project. After much review, we have determined that an approximately ten-acre parcel with frontage on South Eagleville Road between Eastwood Road and the Mansfield Community Center would be an ideal location for the project (see attached map). The site at issue is within walking distance of the University, the Town municipal and community centers, and, most importantly, Storrs Center. Also, with the exception of the extension of Hillside Road, I am not aware that the University has identified a use for this property in its master plan. I am certain that the extension of the road could be worked into the site plan for the property.

I would therefore respectfully request that the University sell this parcel to the Town of Mansfield at fair market value, via a one-year option. In addition, I would request that the University extend water and sewer to the site, at rates to be determined. Furthermore, I would suggest that the University nominate two representatives to participate in a process to select a developer. It is our intention to issue a request for qualifications shortly to begin this process.

As you can tell, the Town is excited about the potential for this project. Please let me know whether the proposal that I have outlined is feasible.

Sincerely,

Martin H. Berliner
Town Manager



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Assistant Town Manager *MH*
CC: Martin Berliner, Town Manager
Date: March 27, 2006
Re: Protection of Future Water Supplies and University of CT Water Advisory Board

Subject Matter/Background

The Town Council had asked that these items be added to the next Council agenda.

The Town Manager will present an oral report regarding these issues at Monday night's meeting.

PAGE
BREAK

Animal Control Activity Report

REPORT PERIOD

2005 / 2006

PERFORMANCE DATA	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	This FY to date	Last FY to date
Complaints investigated:														
phone calls	236	242	300	203	146	148	153	152					1580	1699
road calls	21	33	22	18	18	15	23	10					160	119
dog calls	43	47	39	114	64	64	89	70					530	425
cat calls	29	32	23	76	57	70	50	62					399	288
wildlife calls	9	9	3	3	7	7	3	4					45	48
Notices to license issued	4	12	11	4	8	13	3	1					56	55
Warnings issued	6	4	6	7	141	10	5	5					184	198
Warning letters issued	2	1	56	0	3	2	12	2					78	8
Infractions issued	1	0	1	0	0	0	2	2					6	11
Misdemeanors issued	0	0	0	0	0	0	0	0					0	1
Dog bite quarantines	0	0	1	1	0	2	0	1					5	2
Dog strict confinement	0	0	0	0	0	0	0	0					0	0
Cat bite quarantines	2	2	0	0	0	0	1	0					5	7
Cat strict confinement	0	0	0	0	0	0	0	0					0	1
Dogs on hand at start of month	8	7	6	3	5	1	5	6					41	38
Cats on hand at start of month	6	9	18	11	11	6	5	7					73	117
Impoundments	33	45	36	37	16	31	21	20					239	234
Dispositions:														
Owner redeemed	5	5	3	9	3	7	6	9					47	37
Sold as pets-dogs	10	10	12	3	6	2	4	5					52	59
Sold as pets-cats	12	16	30	19	14	19	6	5					121	138
Sold as pets-other	0	0	0	0	0	0	0	0					0	0
Total destroyed	4	6	1	4	2	0	2	1					20	26
Road kills taken for incineration	1	0	1	1	2	0	0	0					5	6
Euthanized as sick/unplaceable	3	6	0	3	0	0	2	1					15	20
Total dispositions	31	37	46	35	25	28	18	20					240	261
Dogs on hand at end of month	7	6	3	5	1	5	6	4					37	36
Cats on hand at end of month	9	18	11	11	6	5	7	9					76	92
Total fees collected	1,225	1,299	1,882	1,215	836	1,044	435	435					\$ 8,371	\$ 9,633

Scotland dogs FY 05/06 to date 7 Total 11
 Hampton dogs FY 05/06 to date 4

P.83

Mansfield Board of Education Meeting

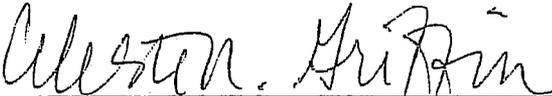
February 9, 2006

Minutes

Attendees: William Simpson, Chair, Mary Feathers, Vice Chair, Dudley Hamlin, Martha Kelly, Min Lin, Shamim Patwa, John Thacher Superintendent Gordon Schimmel, Director of Finance, Jeffrey Smith, Board Clerk, Celeste Griffin

Absent: Gary Bent, Chris Kueffner

- I. Call to Order
The meeting was called to order at 7:32 p.m. by Mr. Simpson, Chair.
- II. Approval of Minutes - **MOTION** by Dr. Patwa, seconded Mr. Thacher to approve the minutes of the 2/2/06 meeting. **VOTE:** Unanimous.
- III. Hearing for Visitors - None.
- IV. Communications -Mary Sikand, President, and Scott Brandon, Vice President of Mansfield Middle School Association (MMSA) discussed their support of school activities and goals.
- V. Additions to Present Agenda - None.
- VI. Committee Reports - None
- VII. Report of the Superintendent
 - A. **Smartboard Presentation-** Brenda Moulton and Mike DiCicco, 5th grade math teachers, demonstrated this new technology. James Hendricks, 3rd grade teacher at Southeast School and Ruth Sangree, 4th grade teacher at Goodwin School demonstrated the use of United Streaming and the Internet using projectors in the classroom.
 - B. **Technology Plan** - Steve Sokoloski, Jaime Russell, and Linda Robinson discussed aspects of the revised Technology Plan. **MOTION** by Mr. Thacher, seconded by Ms Lin to approve the Mansfield Public Schools Technology Plan 2006-2009 revised January 2006. **VOTE:** Unanimous
 - C. **Class Size/Enrollment** - The building principals reported no significant change in enrolment.
 - D. **Budget, Detail Review and Adoption-** **MOTION** by Ms Feathers, seconded by Dr. Patwa to adopt the 2006-2007 budget as proposed. **VOTE:** Unanimous
- VIII. Hearing for Visitors - None.
- IX. Suggestions for Future Agenda - Dr. Patwa requested a discussion of computer safety.
- X. Adjournment
MOTION by Mr. Hamlin, seconded by Mr. Thacher to adjourn at 10:50p.m. **VOTE:** Unanimous.


Celeste N. Griffin, Board Clerk

TOWN OF MANSFIELD
CONSERVATION COMMISSION
Minutes of the February 15, 2006 Meeting
Conference Room B, Audrey P. Beck Building

Present: Robert Dahn (chair), Peter Drzewiecki, Quentin Kessel, and Frank Trainor
Absent: Jennifer Kaufman, Scott Lehmann, and John Silander

1. The meeting was called to order at 7:35 PM.
2. The minutes of the January 18, 2006 meeting were approved unanimously on a motion by Dahn and a second by Drzewiecki.
3. Membership: Peter Drzewiecki announced that he had been officially appointed to the Mansfield Conservation Commission and was welcomed aboard. He is a geologist.

Wording of the Town Ordinances and State General Statutes on the appointment of Conservation Commission members was reviewed. The Town Ordinance states, "The Town Manager shall appoint a Conservation Commission in accordance with Section 7-131A of..." The State General Statutes Sect. 7-131A states, "The commission shall consist of not fewer than three nor more than eleven members and not more than three alternates,...." The Town Ordinance states that there should be seven (7) CC members appointed. The CC interprets that statement as not excluding the appointment of three alternates. As the professional and other obligations of our active membership sometimes makes it difficult to reach a quorum at each meeting, it was agreed to seek to have three alternates appointed to the CC.

4. IWA Referrals.

IWA 1337 - Maarquis - Stafford Road (Route 32). Map date: 11/18/05, revised 2/8/06 This application is for a single family home on 6.24 acres for which some work will take place within approximately 60 feet of a wetland. Kessel moved, and Trainor seconded, that there should be no significant negative effect on the wetlands from this project as long as the erosion and sedimentation controls shown on the map are in place during the construction and removed after the site is stabilized. The motion passed unanimously.

IWA 1338 - Tollis - Hickory Lane/Elizabeth Road. Map Date 1/30/06. This is an application for a single family house with a separate garage and pool and a studio somewhat further away with its own septic system. Nearly all the construction is proposed to be within the regulated area with portions of the septic system to be within about 50 feet of the wetland. Dahn moved, and Trainor seconded, that in the event a house is to be sited on this lot, consideration be given to an alternate location for the house, septic system, and garage that would increase the distance between the activity and the wetlands, e.g. moving this construction toward the road would increase the distance between this work and the wetlands. The motion passed unanimously.

W1339 - Shifrin - Mansfield Hollow Road. Map date 1/31/06. This proposal is for development of hydro-power at Kirby Mill in Mansfield Hollow. Kessel moved, and Dahn seconded, a statement that the CC supports, in principle, the reestablishment of this hydroelectric power plant. Assuming the other permits, e.g. from the Army Core of Engineers, the DEP (including the fisheries division), etc. are in place, the CC perceives

no significant negative impact on the wetlands involved. The motion passed unanimously.

9. The meeting adjourned at 8:35 P.M.

Respectfully submitted,

Quentin Kessel
Secretary

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING
MINUTES

October 26, 2005
8:00am

DRAFT

The members of the Housing Authority of the Town of Mansfield met in the regular meeting at 8:00am Tuesday, October 26, 2005 at the office of the Housing Authority of the Town of Mansfield, 309 Maple Road, Storrs, Connecticut, the time, date and place duly established for holding such meetings.

ROLL CALL

On roll call the following Commissioners were present:

Richard Long	-	Chairperson
Dexter Eddy	-	Treasurer
Gretchen Hall	-	Assistant Treasurer
Joan Christison-Lagay	-	Vice-Chairperson

Also present was Cathy K. Forcier, Executive Director.
Mr. Simonson arrived at 8:45 am.

MINUTES

After review and due deliberation a motion was made by Dexter Eddy, seconded by Joan Christison-Lagay, to approve of the minutes of the regular meeting of September 15, 2005. Motion passed. After review and due deliberation a motion was made by Joan Christison-Lagay, seconded Gretchen Hall, to approve of the minutes of the special meeting of October 6, 2005. Motion passed.

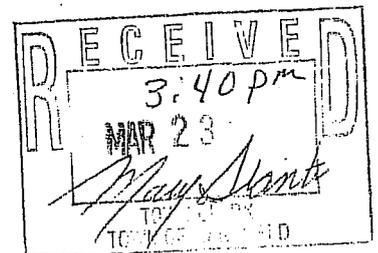
COMMUNICATION

None

COMMENTS FROM THE PUBLIC

None

REPORT OF THE DIRECTOR



Bills

The Commissioners were presented with a list of bills for September 2005. After review and due deliberation, a motion was made by Bill Simonson, seconded by Dexter Eddy, and passed unanimously, to approve the bills.

Financial Reports

The commissioners reviewed the Financial Reports for Wright's Village, Holinko Estates and the Section 8 Program. After discussion and due deliberation, a motion was made Dexter Eddy, seconded by Joan Christison-Lagay, and passed unanimously, and it was voted to approve the Wright's Village, Holinko Estates, and Section 8 Financial Reports for the months of August 2005.

Section 8 Statistical Reports

The Commissioners reviewed the Section 8 Statistical Reports for August 2005. After discussion and due deliberation, a motion was made by Joan Christison-Lagay, seconded by Bill Simonson, and passed unanimously.

Report of the Tenant Representative

Mr. Eddy reported on a tenant who called him upset about receiving a letter charging a late charge.

UNFINISHED BUSINESS

Section 8 Update -Mrs. Forcier reported on the September activity with the opening of the waiting list and the October activity of issuing vouchers.

Vacancies– Mrs. Forcier reported on one unit at Wright's Village pre-leased for November 1, 2005 and another unit becoming vacant on November 1, 2005 at both properties.

Holinko Estates Phase II- Discussion with Town Officials- A discussion was held and information was shared regarding what the Housing Authority currently does, how the programs work and the future plans for housing in the town. Present and involved in the discussion was Betsy Patterson, Mayor, Matt Hart, Assistant to the Town Manager and town council members Alan Hawkins and Bruce Clouette. It was agreed by all present to continue meeting in the future for similar discussions.

NEW BUSINESS

Wright's Village Rehabilitation Project- Mrs. Forcier reported the bid opening was scheduled for Friday, October 28, 2005.

Life Cycle Cost Analysis-Wright's Village/Holinko Estates- Mrs. Forcier reported on hiring The Replacement Reserve Report to conduct an analysis of both properties future needs.

Management Plans- Mrs. Forcier presented completed management plans for Wright's Village and Holinko Estates. After discussion and due deliberation, a motion was made by Bill Simonson and seconded by Dexter Eddy. It was passed unanimously.

Icy Areas of Wright's Village – After discussion of one area it was decided that Ms. Christison-Lagay would bring in information about a ramp that LL Bean sells.

Tenant Request for Bushes – Mrs. Forcier presented the tenant's request for privacy shrubs. After discussion and due deliberation, a motion was made by Dexter Eddy and seconded by Gretchen Hall not to honor the request.

Wright's Village Annual Recertifications – Mrs. Forcier reported on the near completion of the annual task.

Holinko Estates Annual Inspections- Mrs. Forcier reported on the rescheduling of this activity due to inclement weather.

Excess Working Hours by Executive Director- Mrs. Forcier reported on the 120+ extra hours worked over a 5-6 week period due to staffing problems and the opening of the section 8 waiting list.

Mr. Long's Board Position- After discussion and due deliberation, a motion was made by Joan Christison-Lagay and seconded by Gretchen Hall to approve of writing a letter to the Town Committee on Committees asking that the 10 year maximum service policy be waived so Mr. Long could be re-appointed due to institutional memory and his great experience as well as the need for a speedy appointment.

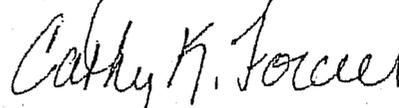
October 26, 2005 Minutes continued

Town's Request For Draft Minutes- After discussion and due deliberation, a motion was made by Joan Christison-Lagay and seconded by Richard Long to send a draft to the town.

ADJOURNMENT

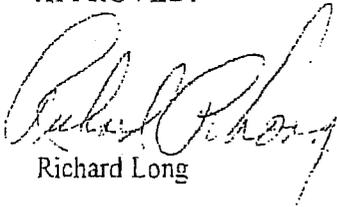
After discussion and due deliberation a motion was made by Dexter Eddy, seconded by Bill Simonson, and passed unanimously, it was voted to adjourn the meeting at 11:20A.M.

Respectfully Submitted,



Cathy K. Forcier

APPROVED:



Richard Long

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING
MINUTES

November 15, 2005
8:00am

DRAFT

The members of the Housing Authority of the Town of Mansfield met in the regular meeting at 8:00am Tuesday, November 15, 2005 at the office of the Housing Authority of the Town of Mansfield, 309 Maple Road, Storrs, Connecticut, the time, date and place duly established for holding such meetings.

ROLL CALL

On roll call the following Commissioners were present:

Richard Long	-	Chairperson
Dexter Eddy	-	Treasurer
Gretchen Hall	-	Assistant Treasurer
Joan Christison-Lagay	-	Vice-Chairperson
William Simonsen	-	Commissioner

Also present was Cathy K. Forcier, Executive Director.

MINUTES

After review and due deliberation a motion was made by Gretchen Hall, seconded by Dexter Eddy, to approve of the minutes of the regular meeting of October 15, 2005. Motion passed.

COMMUNICATION

From Water & Waste Co., regarding replacement of two pumps or parts of two pumps at Holinko Estates. This item will be addressed under New Business.

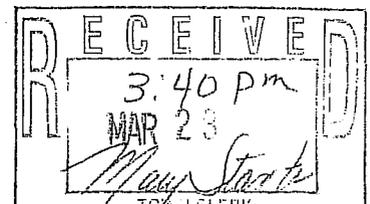
COMMENTS FROM THE PUBLIC

None

REPORT OF THE DIRECTOR

Mrs. Forcier reported that the annual recertification of Wright's Village residents show that \$2916.00 less will be paid in rent during 2006 than in 2005.

Mrs. Forcier reported on a Holinko Estate tenant's complaint of mold in their apartment. Mrs. Forcier reported having seen this during the annual inspection conducted on



November 7, 2005 as well as Fred Doten, Maintenance Mechanic, and Fran Raiola, Assistant Fire Marshal. It was noted that all mold was upstairs where it was very hot and humid. Thermostats were set in the mid-seventies. It was suggested to the tenant that the moisture level was high and needed to be remedied by using the bathroom fan, a dehumidifier or otherwise ventilating. The maintenance mechanic inspected the insulation and ventilation in the attic and found no problems. The tenant made a report to the health district and an inspector will go out to investigate.

Bills

The Commissioners were presented with a list of bills for October 2005. After review and due deliberation, a motion was made by Joan Christison-Lagay, seconded by Dexter Eddy, and passed unanimously, to approve the bill.

Financial Reports

The commissioners reviewed the Financial Reports for Wright's Village, Holinko Estates and the Section 8 Program. After discussion and due deliberation, a motion was made by Joan Christison-Lagay, seconded by Dexter Eddy, and passed unanimously, and it was voted to approve the Wright's Village, Holinko Estates, and Section 8 Financial Reports for the months of September, 2005.

Section 8 Statistical Reports

The Commissioners reviewed the Section 8 Statistical Reports for October, 2005. After discussion and due deliberation, a motion was made by Dexter Eddy, seconded by Bill Simonson, and passed unanimously.

Report of the Tenant Representative

Mr. Eddy stated he would defer as the item he would discuss was on the agenda under New Business.

UNFINISHED BUSINESS

Wright's Village - Rehab Project - Mrs. Forcier reported on the three bids received and the expectation that the contract signing / pre-construction meeting would be scheduled shortly.

Life Cycle Cost Analysis-Wright's Village/Holinko Estates - Mrs. Forcier reported on the meeting that had taken place with the Reserve Replacement Report's owner to discuss the properties, age, condition, history of

rehabilitation projects and Finances. He also inspected the properties. A report is expected shortly.

November 15, 2005 Minutes continued page

Section 8 – Why Clients Leave the Program -Mrs. Forcier reported on the 45 clients that left the program summarizing that: 11 moved to another jurisdiction and that housing authorities absorbed them into their programs, 16 left involuntarily due to program violations, 16 left in good standing not needing our assistance any longer and two died.

Icy Area of Wright's Village -Mrs. Christison-Lagay reported on the cost of repairs to the garbage fencing, the change of the door to another side and moving the entire garbage area away from the walk as it was felt the garbage area was shading the sidewalk creating the icy area. Mrs. Christison-Lagay reported on the cost of purchasing sheds to replace the fencing at a cost of \$2300.00. The Board went on site to determine the feasibility of moving the garbage area and determined it would have to wait until after the winter when asphalt plants reopened.

NEW BUSINESS

Resignation of Resident Services Coordinator (RSC) -Mrs. Forcier reported on Kate Cox' resignation and offer to stay until a replacement could be found and trained. Mrs. Forcier reported that the residents of Wright's Village will miss her very much.

Holinko Estates Pest Control Issue- Mrs. Forcier reported on the vacancy of a Holinko Estate tenant leaving an infestation of cockroaches. Willington Pest Control treated the entire building on November 10, 2005. Fred Doten, additionally "bombed" the apartment to follow up on pregnant females. The cost will be passed on to the tenant.

Holinko Estates and Wright's Village Annual Inspections- Mrs. Forcier reported on the successful completion of the annual inspections with the two exceptions mentioned in these minutes.

Write-Off of Uncollectibles- Mrs. Forcier reported on hiring The Replacement Reserve Report to conduct an analysis of both properties future needs.

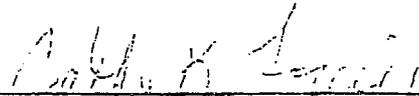
November 15, 2005 Minutes continued page

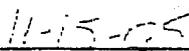
Resolution

Of The

Housing Authority Of The Town Of Mansfield

Certified a true copy of a resolution duly adopted by the Commissioners of the Housing Authority of the Town of Mansfield, herein called the Housing Authority of the Town of Mansfield, meeting on November 15, 2005. This resolution has not been rescinded or modified in any way.


Cathy K. Forcier, Secretary


November 15, 2005

WHEREAS it is necessary for the HOUSING AUTHORITY of the TOWN of MANSFIELD to write off uncollectible accounts to maintain adequate Financial Statements that accurately reflect the true financial condition of the Authority;

NOW, THEREFORE BE IT RESOLVED THAT the Housing Authority hereby authorized the writing off of the following amounts to the various programs:

MR-119	Dawn Bakke	\$ 6070.48
--------	------------	------------

The Executive Director is hereby authorized to immediately write off said amounts.

November 15, 2005 Minutes continued page

Management Plans- Mrs. Forcier presented completed management plans for Wright's Village and Holinko Estates. After discussion and due deliberation, a motion was made by Bill Simonson and seconded by Dexter Eddy, it was passed unanimously.

Time & Dates for Regular Meetings 2006-After discussion and due deliberation, a motion was made by Joan Christison-Lagay, seconded by Dexter Eddy to have meetings on the third Wednesday of each month at 8 A.M. as follows:

January 18, 2006
February 15, 2006
March 15, 2006
April 19, 2006
May 17, 2006
June 21, 2006
July 19, 2006
August 16, 2006
September 20, 2006
October 18, 2006
November 15, 2006
December 20, 2006

Election of Officers- After discussion and due deliberation, a motion was made by Joan Christison-Lagay, seconded by Gretchen Hall to have the current slate of officers for 2006 as follows:

Richard Long	-	Chairperson
Dexter Eddy	-	Treasurer
Gretchen Hall	-	Assistant Treasurer
Joan Christison-Lagay	-	Vice-Chairperson
William Simonsen	-	Commissioner

Water & Waste's Proposal - After discussion and due deliberation the Board suggested the Executive Director consult with Lenard Engineering and do as they recommend.

Personnel Policy Change - After discussion and due deliberation, a motion was made by Joan Christison-Lagay, seconded by Gretchen Hall to change

the policy such that the Resident Services Coordinator does not receive vacation and sick benefits.

Annual Staff Evaluations and Pay Changes 2006- Mrs. Forcier presented a history of pay amounts, history of pay increases, how various percentage increases compare to budgeted amounts and the staff evaluations.

November 15, 2005 Minutes continued page 6

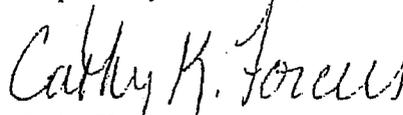
Mrs. Christison-Lagay suggested a desire to have the office hours in the evening to be available to those clients who work. It was agreed that the Executive Director would create a brief survey to be given to all who enter the Housing Authority offices during the next month asking if they had to leave work to come in, if they lost any pay to come in, and if they work full time days. This would provide actual data to show whether evening hours are needed.

The Board requested the Executive Director evaluate her own job performance by listing the year's achievement, the "national standards", and goals for the future. They also requested individual copies of staff evaluations and recommendations for pay changes. It was agreed that staff are not competitively compensated in pay rates. After discussion and due deliberation, a motion was made by Bill Simonsen, seconded by Dexter Eddy to table this item until the December meeting.

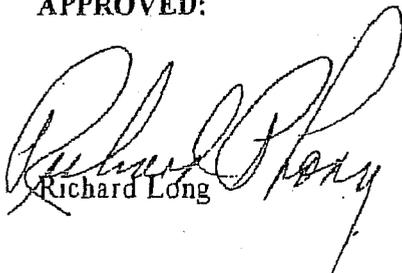
ADJOURNMENT

After discussion and due deliberation a motion was made by Dexter Eddy, seconded by Bill Simonson, and passed unanimously, it was voted to adjourn the meeting at 10:30 A.M.

Respectfully Submitted,


Cathy K. Forcier

APPROVED:

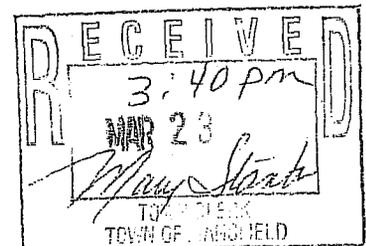

Richard Long

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING

November 15, 2005
8:00AM

AGENDA

- I Roll Call
- II Approval of Minutes
- III Communications
- IV Comments from the Public
- V Reports of the Director
Bills
Financial Reports - (A)
Section 8 Statistical Report - (B)
Report from Tenant Representative
- VI Unfinished Business
Wright's Village Rehabilitation Project
Life Cycle Cost Analysis - Wright's Village/Holinko
Section 8 - Why Clients Leave the Program 2005
- VII New Business
Resignation of Resident Services Coordinator
Holinko Estates Pest Control Issue
Holinko Estates and Wright's Village Annual Inspections
Write-Off of Uncollectibles
Time & Dates for Regular Meetings 2006
Election of Officers 2006
Annual Staff Evaluations and Pay Changes 2006
- VIII Adjournment



HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
SPECIAL MEETING

December 6, 2005

The members of the Housing Authority of the Town of Mansfield met in special meeting at 8:00 a.m. on Tuesday, December 6, 2005, at the office of the Housing Authority of the Town of Mansfield, 309 Maple Road, Storrs, Connecticut, the time, date and place duly established for holding such meetings.

ROLL CALL

On roll call the following Commissioners were present:

Richard P. Long	-	Chairperson
Dexter Eddy	-	Treasurer
Gretchen Hall	-	Vice Treasurer
Bill Simonson	-	Commissioner

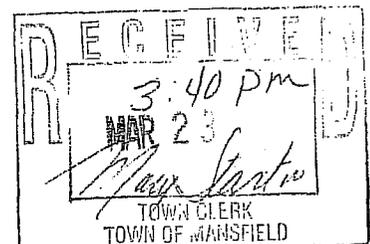
Also present was Cathy K. Forcier, Executive Director.
Joan Christison-Lagay was absent and excused.

New Business

Mrs. Forcier presented her notice of intent to leave the employ of the housing authority effective January 3, 2006. Mrs. Forcier also reported that Rita McCarthy, Office Assistant, gave her notice to leave effective December 28, 2005. Discussion was held regarding hiring Mrs. Forcier as a consultant on a part-time basis on Saturdays and perhaps weekends until such a time that a replacement is found to keep the business operational and to assist in the hiring process. Discussion was held regarding advertisements for the replacement of both positions. Discussion was held regarding questions to ask in an interview for Executive Director. Discussion was held regarding signers on the bank and other investment accounts. Mrs. Forcier suggested hiring Theresa Doudera to fill in for some of the telephone and front desk support. Mrs. Forcier agreed to handle all advertising, to suggest a list of questions to ask applicants, to email an ad to the Board for final approval and to email the Board when resumes come in. The Board expressed their appreciation for Mrs. Forcier's willingness to assist with the transition.

ADJOURNMENT

There being no further business to come before the meeting, on motion made by Dexter Eddy, seconded by Gretchen Hall and passed unanimously, it was voted to adjourn the meeting at 9:36 a.m.



Respectfully Submitted,

Cathy K. Forcier
Cathy K. Forcier
Secretary

APPROVED
Richard P. Long
Richard P. Long
Chairperson

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING
MINUTES
December 15, 2005
8:00am

The members of the Housing Authority of the Town of Mansfield met in the regular meeting at 8:00am Thursday, December 15, 2005 at the office of the Housing Authority of the Town of Mansfield, 309 Maple Road, Storrs, Connecticut, the time, date and place duly established for holding such meetings.

ROLL CALL

On roll call the following Commissioners were present:

- | | | |
|-------------------------|---|----------------------------|
| Richard Long | - | Chairperson |
| Dexter Eddy | - | Treasurer |
| Gretchen Hall | - | Assistant Treasurer |
| William Simonsen | - | Commissioner |

Also present was Cathy K. Forcier, Executive Director.

Joan Christison-Lagay was absent and excused.

MINUTES

After review and due deliberation a motion was made by Gretchen Hall, seconded by Dexter Eddy, to approve of the minutes of the regular meeting of November 15, 2005 and the special meeting minutes from December 6, 2005. Motion passed.

COMMUNICATION

From Water & Waste Co., regarding recommendation to replace a few parts on the pump in the sanitary pump station, and Lenard Engineering's recommendation that it isn't needed at this time.

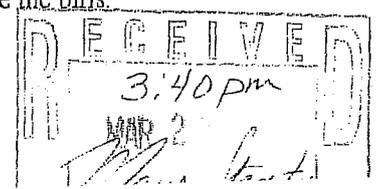
COMMENTS FROM THE PUBLIC

None

REPORT OF THE DIRECTOR

Bills

The Commissioners were presented with a list of bills for November. After review and due deliberation, a motion was made by Dexter Eddy, seconded by Bill Simonsen, and passed unanimously, to approve the bills.



Financial Reports

The commissioners reviewed the Financial Reports for Wright's Village, Holinko Estates and the Section 8 Program. After discussion and due deliberation a motion was made by Bill Simonsen, seconded by Dexter Eddy, and passed unanimously, and it was voted to approve the Wright's Village, Holinko Estates, and Section 8 Financial Reports for the months of October, 2005.

Section 8 Statistical Reports

The Commissioners reviewed the Section 8 Statistical Reports for November, 2005. After discussion and due deliberation, a motion was made by Dexter Eddy, seconded by Bill Simonson, and passed unanimously.

Report of the Tenant Representative

Mr. Eddy reported on the difficulties with the snow. Mrs. Forcier reported the town trucks hit and pulled part way out of the ground the flagpole and hit a tenant's car. They also pushed snow on the walkways and buried two curb cut areas.

UNFINISHED BUSINESS

Wright's Village –Rehab Project –Mrs. Forcier reported the contracts had been executed, materials were decided upon and ordered. The contractor may start the first bathroom on Tuesday, December 20, 2005.

NEW BUSINESS

Resignation of Executive Director- Mrs. Forcier reported on the receipt of three resumes so far with one qualified applicant.

Resignation of Office Assistant- Mrs. Forcier reported on numerous applications with four qualified applicants. Interviews will be scheduled.

Signature Cards-Liberty and STIF Accounts- Mrs. Forcier reported on the receipt of cards for changing signers on the accounts after she leaves.

Annual Audit-Renewal Proposal- Mrs. Forcier presented a proposal with the recommendation it be accepted due to the audit firm's understanding of our programs and record keeping and the fact that the audit activity will take place after the turnover of staff. After discussion and due deliberation, a motion was made by Bill Simonsen, seconded by Dexter Eddy to approve. Motion passed.

TEC Control-Call List- Mrs. Forcier requested a Board member volunteer to be placed on the emergency alarm call list during the time of the vacancy of the Executive Director position. Mr. Eddy did volunteer.

Susan Olmo-Lawsuit- Mrs. Forcier reported on the lawsuit against the young man who caused the car accident while Mrs. Olmo was employed and on company time.

Section 8 Clients- Mrs. Forcier presented data on the employment status of the clients and the survey asking if clients were missing pay to come to the Housing Authority. The result of the research is that evening hours are not needed.

Holinko Estates II-Pre-Construction Loan Forgiveness- Mrs. Forcier reported on the receipt of a letter from DECD granting Forgiveness.

Election of Officers- This agenda item will stay on the agenda until a decision is made by Mr. Long to leave his position. At that time a new election will take place.

Annual Staff Evaluations and Pay Changes 2006- Discussion was held regarding the non-competitive salaries and the need to lessen staff turnover. After review and due deliberation a motion was made by Dexter Eddy, seconded by Gretchen Hall, to approve an 8% market adjustment and a 3% merit increase for the Maintenance Mechanic, Section 8 Coordinator and Office Assistant positions.

After review and due deliberation a motion was made by Gretchen Hall, seconded by Dexter Eddy, and passed unanimously to approve of the Section 8 Coordinator being paid time and one-half on a temporary basis for Saturday work, as needed.

After review and due deliberation a motion was made by Bill Simonsen, seconded by Gretchen Hall to approve of hiring Mrs. Forcier at a rate of \$50.00 per hour as a consultant on Saturdays, taking calls at night and assisting in the hiring process for her position.

Meeting Dates and Times- Mrs. Hall requested the Board meetings be changed due to a conflict in her schedule. After review and consideration a motion was made by Dexter Eddy, seconded by Bill Simonsen and unanimously approved to change meetings to the third Thursday of each month at 8:00 a.m. After review and consideration a motion was made by Dexter Eddy, seconded by Bill

Simonsen and unanimously approved add a special meeting on January 4, 2006 to discuss resumes for the Executive Director position. Board members are to come to the office on January 3, 2006, at their convenience, to read resumes.

Adjournment

After discussion and due deliberation a motion was made by Bill Simonsen, seconded by Gretchen Hall, and passed unanimously, it was voted to adjourn the meeting at 10:20 A.M.

Respectfully Submitted,

Cathy K. Forcier

Approved:

Richard Long

TOWN OF MANSFIELD
Solid Waste Advisory Committee
Minutes of the Meeting
January 12, 2006

Present: Gogarten (chair), Ames, Roberts, Hultgren (staff), Walton (staff)

Chair Gogarten called the meeting to order at 7:35 p.m.

Approval of the minutes of November 10, 2005 was postponed to the next meeting and will be included in the next agenda packet.

Walton reported that the Connecticut Recyclers Coalition had its annual meeting in November. One of the guest speakers, from RecycleBank, spoke on their program that has been used in Philadelphia since February 2005. Each time Philadelphia residents place recyclables by the curb, they are weighed and assigned points based on the weight. The accumulation of points earns discounts at area stores. Stores voluntarily participate by offering discounts. As a result of RecycleBank, recycling participation has risen sharply.

Walton stated that a clean energy task force is actively working on getting more Mansfield residents to sign-up for the clean energy option in order to earn solar panels for one of the Mansfield municipal buildings.

No update was given on the transfer station use study since the additional reports were not yet finally completed.

Walton reported that she is now co-president of the ReCONNstruction Center. Center's operating costs are about \$7,000 per month, of which a small fraction is being covered by sales. At this current rate, there is four months of savings left before the store has to close. Gogarten suggested advertising on google using keywords like "cheap building materials." It was recommended that the entire inventory be listed on the website. Another suggestion was made to send posters to all the transfer stations around the State.

Walton reported that she attended a UConn Community Outreach meeting. Through this program, Walton has arranged litter collection on four community service days. A UConn team leader will coordinate the group that collect litter along Hunting Lodge, North Eagleville and Separatist Roads on March 18, March 25, April 1 and April 22. April 22 is also spring weekend so this day may not be well attended or happen at all. Walton stated that she would also post a "call to action" through UConn Community Outreach for volunteers to help at the swap shop.

The committee reviewed swap shop guidelines and made recommendations. Once finalized, this will be posted on the new message board at the transfer station, outside of the swap shop.

Walton checked into creating a recycling flyer similar to the City of Seattle's. According to the I.T. staff, the Town would need much more sophisticated publishing software to give the flyer a professional look. Walton has been in contact with the person at Seattle who said she might have some of the original graphics, which she is willing to share. Walton will continue to explore the best way to create a similar

flyer.

The committee reviewed the draft State Solid Waste Management Plan. The draft supports product stewardship, expansion of the bottle bill and using the unclaimed deposit money to fund programs. Advancing Pay-As-You-Throw programs, increasing enforcement, adding more materials to the recycling mandate, streamlining the DEP permit process for waste reduction and recycling activities and developing construction & demolition debris recycling infrastructure are some of the strategies for reducing waste that are outlined in the plan.

Willimantic Waste Paper has offered to work with the Mid-NEROC communities in expanding the recycling programs. Walton will contact Tim DeVivo to discuss adding plastic grocery bags and other plastics to curbside collection.

Walton discussed the idea of holding a one-day paint swap at the transfer station, preferably in the spring. In speaking to officials at DEP, the Town could get a temporary authorization but the Town would need to have a plan for dealing with leftover paint. The committee discussed creative ways to use the leftovers. Ames suggested asking the Middle School art group to paint areas at the transfer station. Walton will continue to develop this idea.

The next meeting is scheduled for March 9, 2006. The meeting was adjourned at 8:30 pm

Respectfully Submitted,

Virginia Walton
Recycling/Refuse Coordinator

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

TOWN OF MANSFIELD
Solid Waste Advisory Committee
Minutes of the Meeting
March 9, 2006

Present: Gogarten (chair), Smith, Roberts, Hultgren (staff), Walton (staff)

Chair Gogarten called the meeting to order at 7:31 p.m.

The minutes of November 10, 2005 and January 12, 2006 were approved.

Walton reported that she attended a tour, organized by the Connecticut Recyclers Coalition, of the Mark Twain Visitor's Center on March 8, 2006 since it is the first building in Connecticut that received LEED certification. Some of its green features include a geothermal heating/cooling system, day lighting, use of native plants, recycled carpets, display materials made of corn fiber composite, designed for PV panels, and shallow stairs to reduce elevator use.

Walton stated that this legislative session is a short one. Three bills of interest include the bottle bill expansion, electronics recycling, and green building design standards. Gogarten reported that she saw a flyer in Big Y at the checkout counter alerting customers to the increase in price for bottled water if the bottle bill expansion goes through. It was suggested that staff ask Big Y if we can put a flyer at the checkout from another perspective. Maria said she would be willing to distribute the flyer.

The transfer station use report was distributed to members. A discrepancy between some of the numbers in tables one and five were discovered. Staff will go back to IT and ask for a reworking of the report commands before bringing it is completed and distributed.

Walton stated that she resigned from the ReCONNstruction Center board of directors. In February, the Center's sales covered expenses. Business is picking up with the promise of warmer weather. Sales increases may be attributed to repeat customers and newspaper publicity. It was suggested that a poster be placed at the library.

Walton reported that there is a large group of UConn Community Outreach volunteers who will be cleaning up litter on Saturdays within the next few months. This is being coordinated with the public works crew who will collect the bags the following Monday morning.

Walton stated that she has drafted a letter of request to DEP for holding a one-day paint swap at the transfer station. The time of year has been left open-ended, not knowing when DEP will be able to review the request. Walton said that there are some outlets for leftover paint – the Mansfield Housing Authority would be interested in certain shades of paint – antique white, bold white, grays and blues; the MMS art teacher could use paints for the Festival on the Green student art project and Jay Ames is interested in working with a group of students during the summer to spruce up the transfer station.

Walton reported that she spoke to Willimantic Waste Paper about expanding the recycling program. WWP is amenable to taking plastic grocery bags collected at the transfer station, but will not take them curbside. Details on how to get them to WWP still need to be worked out. Tim DeVivo stated that the Town could begin collecting pots and pans with the cans and bottles grouping. Walton stated that she

would include this in the April billing messages.

Walton discussed offering a composting workshop this spring. The last workshop attendees were offered a discounted compost bin for \$30; however the price of the bins has increased dramatically. It was decided to charge workshop attendees \$40 for a Biostack compost bin. Gogarten suggested advertising the workshop at the community center and on the town website.

Hultgren stated that the multi-family (MF) mini trash service and one-can trash service rates were not raised with the single-family fees January 1, 2006. This was an oversight as MF mini and one-can service rates have not increased since January 1, 2003 and the solid waste fund continues to lose money. The committee reviewed a proposed rate increase of 7%, which would make the fees similar to the single-family mini and 1-can charges. It was recommended that the MF mini service monthly rate increase from \$13 to \$14, and the one-can service from \$16.75 to \$18. Staff will make this recommendation to Town Council.

The next meeting is scheduled for May 18, 2006. The meeting was adjourned at 8:25 pm

Respectfully Submitted,

Virginia Walton
Recycling/Refuse Coordinator

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

**TOWN/UNIVERSITY RELATIONS COMMITTEE
COMMITTEE MEETING
Tuesday, February 14, 2006
University of Connecticut
Water Pollution Control Facility**

Minutes

Present: T. Callahan, B. Clouette, R. Miller, E. Paterson, W. Simpson, G. Zimmer

Staff: M. Berliner, M. Hart, K. Pelzar, C. van Zelm

1. Opportunity for Public to Address the Committee

None.

2. December 13, 2005 Meeting Minutes

Mr. Simpson made a motion, seconded by Mr. Zimmer, to approve the minutes from December 13, 2005. The motion passed unanimously.

3. UConn Water Pollution Control Facility

UConn staff members conducted an extensive presentation regarding the operations and maintenance of the university's water pollution control facility. The staff members take pride in the operation of the facility, and work to ensure that plant procedures and policies comply with industry best practices. The presentation and tour were well received by the committee members.

4. Update re: Mansfield Downtown Partnership

Cynthia van Zelm reported that staff and the development team are making progress with the special design district for Storrs Center, which will be presented to the planning and zoning commission for review. Staff and the development team members are also assisting various state agencies with the state's review of the town's urban action grant application to receive some public funding for the project.

5. Community-Campus Partnership

Matt Hart reported the partnership has now formed four standing committees to work on various tasks. The four committees are: legislative initiatives; partnership promotion; recommendations; and outreach on alcohol and other drug issues. For this semester, the partnership as a whole will meet at 3:00 PM on the first Friday of the month, with the meetings to be held at the Mansfield Community Center.

6. Community Quality of Life Issues/Spring Weekend

Mr. Hart reported that work was progressing on the draft housing code. In its current draft form, the code would apply to the entire town with respect to complaints. However, the code would also carry certain license provisions that apply to an overlay zone encompassing the greater Storrs area. Under the license to rent program, the landlord would need to pass an inspection for each dwelling unit to receive a license for that unit. The code would exempt properties owned by UConn. Properties owned by the Mansfield Housing Authority, that are age-restricted (55+) or that are less than six years old would be exempt from the license to rent program. The town hopes to introduce the code for fiscal year 2006/07.

University staff members, particularly Julie Bell-Elkins and Sam Miller, have taken the lead on the design of a proposed center for off-campus services. The center could potentially offer housing referrals and ratings, as well as other related support services. The university may attempt to provide these services with existing staff.

7. Update re: UConn Water System

Mr. Callahan reported that the university continues to make progress with its efforts to address the issues involving its water system. Management has established a workgroup, which includes town staff.

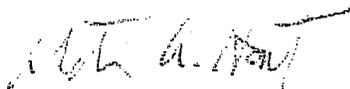
8. Other Business

- a. Market Feasibility Study for Assisted Living – Martin Berliner announced that the town's consultants, Brecht Associates, have completed the market feasibility study, and have found a small market (110-120 units) for independent and assisted living units. Brecht Associates will present their findings to the town council and the community at the council's regular meeting on February 27, 2006.

Mr. Callahan requested that the town keep the university apprised of the status of this project, if the town does decide to move forward beyond the study.

The committee meeting adjourned at 5:15 p.m.

Respectfully submitted,



Matthew W. Hart
Assistant Town Manager

ADMINISTRATION

- Ashford public hearing on WINCOG membership: On the evening of February 16, Ashford held a public hearing on a resolution to withdraw from WINCOG. Your director attended, made a statement, and answered questions from the selectmen. A few residents spoke in favor of Ashford’s continued participation in WINCOG. No one spoke against it.
- **Technical assistance contracts active in FY 06:**

Contract #	Description	Status
Chaplin	Planning and zoning services	Began 1/3/05; renewed for 7/1/05 – 12/31/05 – extended to 2/21/06
Chaplin	Compensation Committee - job evaluations, descriptions, and recommended salary ranges	completed
Chaplin	Assistance with rewrite of Subdivision Regulations	Began 7/01/05- ongoing
Coventry	Mapping assistance- open space inventory	Began 8/30/05 - on hold
Mansfield	Mapping assistance	Ongoing
Northeast Alliance	Web site modifications	Ongoing – as needed
Willimantic River Alliance - QSHC partnership grant	Further web site development	began 7/05 – delayed because of low water levels in Willimantic River – canoeist can’t verify site locations Will be worked on in March 2006.

UPCOMING DATES OF INTEREST

- March 11 Saturday – CERT Train the Trainer (Hartford)
- March 14 9:00 a.m. – 1:00 p.m. WINCOG Strategic Planning meeting
- March 18 Saturday – CERT Train the Trainer (Hartford)
- April 5 7:30 p.m. Next scheduled RPC meeting.
- April 7 8:30 a.m. Next scheduled WINCOG meeting. Location TBA.
- April 11 3:00 p.m. Northeastern CT Economic Partnership meeting
- April 17 7:00 p.m. Land Use Commissioner Training Workshop, I of III (Ashford)
- April 28 8:30 a.m. – 4:00 p.m. Downtown Revitalization Institute – Using Design as a Tool for Downtown Revitalization (Northeast Utilities, Berlin)

ECONOMIC DEVELOPMENT

CEDS: Reviving the CEDS! A meeting of the small (staff level) CEDS Coordinating Committee is scheduled for early next week. We will be reviewing the CEDS and determining which sections are in need of update. During March, participating towns will be offered the opportunity to submit new or revised projects to be considered for inclusion in the plan, and to provide additional information or data regarding projects already included. A meeting of the full CEDS partnership is tentatively scheduled for Tuesday, April 11, at 3:00 p.m.

TRANSPORTATION

Federal Earmarks, 2006. Staff coordinated with ConnDOT and the Town of Windham regarding a federal earmark for \$450,000 for the construction of a parking garage in Willimantic.

Rest Area Study: EarthTech, a consulting firm under contract with ConnDOT to do a study of turnpike rest areas, is soliciting input for the study. Of the towns in the Windham Region, only Willington is directly affected, and the consultants will be contacting them directly. However, EarthTech is most anxious to make sure that everyone has the opportunity to provide input for the study. If you have any comments regarding rest areas or would like to have a meeting with the consultants to answer some basic questions on that topic, please let me know and I will page the meeting.

TRANSIT

Municipal Elderly and Disabled Demand Responsive Transportation Grants Program: WRTD and WINCOG have been working together and with each town in the region to assist in the development of applications for the municipal funds available through this program. WRTD will be submitting one application on behalf of eight towns, and will be administering the funds and taking care of the reporting requirements for those towns. Mansfield and Coventry are submitting their own separate applications. The good news is that every one of the ten towns in the Windham Region are participating. The towns intend to use the funds for a wide range of activities, including extending the hours of WRTD’s Dial-a-Ride service; operating municipal vans; funding alternative rides through other agencies; contracting with bus companies for longer trips; reimbursing volunteer drivers for mileage costs – among others. The regional paratransit advisory committee will be reviewing the applications next week.

LAND USE PLANNING

- Regional Planning Commission: At their March 1, 2006, meeting, the Regional Planning Commission reviewed and acted on the following zoning referrals:
 - a. #06-02-03-WM: Windham: A proposal to rezone two parcels of land in Windham and abutting the Town of Mansfield from R-4 (single family) to R-5 (multi-family) zones. **Action: Conformance with regional policies and additional comments.**
 - b. #06-02-13-VN: Vernon: A proposal to add definitions of historic districts and to require the Planning and Zoning Commission to refer site plans to the Historic District Commission for review and comment. **Action: No anticipated intermunicipal impact.**
 - c. #06-02-17-SE: Sprague: A proposal to delete the 150’ setback of multi-family dwellings from single family dwellings. **Action: Potential intermunicipal impact and additional comments.**
 - d. #06-03-01-CR: Colchester: A proposal to allow production and sale of handicraft items and bakery goods by a not-for-profit organization in a Residential Zone. **Action: Potential intermunicipal impact and additional comments.**

Vice Chair Kevin McDonald appointed a Special Reference Committee to review the referrals from Coventry (comprehensive rewrite of the Zoning Regulations) and Columbia (agriculture and manure storage).

- 2004 Statewide Aerial Survey: The aerial photos are now accessible online at <http://137.99.85.71/sampleiws/2004doq/2004doq.htm>. WINCOG staff have found that using the aerial photos directly off the internet is superior to using copies of the files directly from a personal computer or off a server. The online image files are compressed and served using special image software that basically eliminates the need to store large files locally. The online images load faster than reading the files off your hard drive. You do need a high-speed internet connection; a dial-up connection will not work well. The images can be used with the viewer above or directly loaded into a GIS program. WINCOG staff will provide installation assistance to all municipal staff and volunteers. For towns without a high-speed connection, WINCOG will deliver the image files on CD and install the viewing software on your computers.
- Land Use Commissioner Training: WINCOG and GVI will co-host the next round of land use commissioner training workshops. Ashford will host the meetings in their new Town Hall meeting space. The first workshop is scheduled for April 17. Brochures are being prepared and will be mailed to all boards shortly.

EMERGENCY PLANNING UPDATES

- Community Emergency Response Team Training: The current class of CERT volunteers will finish their training in mid-March. A supplemental shelter management class has been tentatively scheduled for April 1, and anyone who has been through the basic CERT training is encouraged to attend. (This class will probably be open to others.) With the hope of organizing more formal teams either regionally or in one or more towns, Dagmar is planning a meeting of all of the previous CERT trainees and is talking with a few of the municipalities that have shown the most interest in the program.

- Regional Emergency Planning Workgroup: The February meeting of this group was postponed due to a conflict.
- DEMHS Area IV – State evacuation planning: The Windham Region is represented on the Area IV planning committee by Rusty Lanzit (chief elected official representative), John Jackman (EMD representative) and your executive director. The group continues to focus on improving shelter, vehicle, and special needs population data and information. Identifying the special needs populations and their specific needs is proving to be a challenge in all of the DEMHS regions because of privacy laws.
- Pre-Disaster Hazard Mitigation Planning (PDHM) Grant – FEMA Funding through Department of Environmental Protection (DEP): WINCOG is still awaiting a response from FEMA’s Mitigation Division concerning the status of the Pre-Disaster Hazard Mitigation Plan.

OTHER

- Thames Valley Council for Community Action (TVCCA): Four staff from TVCCA asked for a meeting to update WINCOG staff on their programs for Meals-on-Wheels, Foster Grandparents, and Retired Seniors Volunteer Program (RSVP). One issue that arose frequently throughout the meeting was the lack of transportation in eastern CT – which makes it difficult for foster grandparents and other senior volunteers to get to and from their volunteer locations. We also identified the need for volunteers to ride at least some of the Dial-a-Ride vans to assist riders with packages and in walking the “door to curb” distance – thus making it possible for the drivers to stay in the vehicles. We also discussed the value of having a volunteer rides program. TVCCA staff will be exploring the “FISH” (volunteer rides) program that has been set up by some other community action agencies throughout the state, and we will continue these discussions when more information is available. Such a program would dovetail nicely with the new municipal grant program for elderly and disabled transportation, as these grant funds could be used to reimburse drivers for mileage costs incurred in such volunteer transportation. Additional material describing some of their programs will be available at today’s meeting. TVCCA particularly requests your support of legislation that would increase funding for elderly nutrition programs. (SB 171 and Proposed Bill 266 are two examples).

CENSUS AFFILIATE ACTIVITIES

- Data Requests: Census data was requested from: 1 non profit.

LOCAL ASSISTANCE

TOWN	ASSISTANCE	# HOURS
<i>Ashford</i>	• Technical assistance to volunteer regarding GIS and aerial survey	2
<i>Columbia</i>	• Technical assistance to volunteer regarding GIS and aerial survey	4
<i>Windham</i>	• Technical assistance to Town Planner regarding open space regulation	1
<i>All towns</i>	• Reviewed and responded to statutory referrals (see land use planning above)	7

OTHER ASSISTANCE

- Continued to participate in Willimantic Whitewater Partnership.
- Researched sources of data on bi-lingual and monolingual (Spanish) entrepreneurs and small businesses in the Windham Region for a local nonprofit.

MEETINGS

- Feb 3 - WINCOG meeting / Lebanon (BB, JB)
 - Meeting with ConnDOT staff and municipal representatives re: Municipal Grant program / Lebanon (BB, JB)
- 9 - OPM / RPO technical coordination meeting / Rocky Hill (BB)
 - Mapping meeting with Mansfield Dir. of Community Dev't (JB)
 - Chaplin PZC / Chaplin (JB)
- 13 - Paratransit Advisory Committee meeting (BB, MP)
- 14 - COST Town Meeting / Cromwell (BB)
- 16 - Ashford Public Hearing / Ashford (BB, JB)
 - GIS meeting with Ashford ZEO / Ashford (JB)
- 17 - Briefing meeting re: TVCCA programs (BB)
 - GIS meeting with Columbia volunteer / Columbia (JB)
- 20 - ConnDOT quarterly meeting / Newington (BB)
 - Meeting with Ashford Sr. Ctr. Director re municipal grant program (BB, MP)
 - Chaplin PZC /
- 23 - Statewide Citizens Corps meeting / West Hartford (BB)
- 24 - GIS meeting with Columbia volunteer / Columbia (JB)
- 27 - DEMHS Area IV evacuation planning meeting / Norwich (RL, BB)
 - EWIB chief elected official council meeting / Franklin (RL, BB)
- 28 - ECRC&D
- March 1 - Legislative informational hearing on state planning / Hartford (BB)
 - Regional Planning Commission (JB)
- 3 - CERT team organization planning meeting with Ashford first selectman (BB, DN)

**Time not charged to WINCOG*

COMMONLY USED ACRONYMS

<i>CACT</i>	<i>CT Association for Community Transportation</i>
<i>CARPO</i>	<i>CT Association of Regional Planning Organizations (formerly RPOC)</i>
<i>CERT</i>	<i>Community Emergency Response Team</i>
<i>DEMHS</i>	<i>CT Department of Emergency Management and Homeland Security</i>
<i>DEP</i>	<i>CT Department of Environmental Protection</i>
<i>ECRC&D</i>	<i>Eastern CT Resource Conservation and Development District</i>
<i>EDA</i>	<i>Economic Development Administration (federal)</i>
<i>EDD</i>	<i>Economic Development District (EDA designation)</i>
<i>EWIB</i>	<i>Eastern CT Workforce Investment Board</i>
<i>FEMA</i>	<i>Federal Emergency Management Administration</i>
<i>GVI</i>	<i>Green Valley Institute</i>
<i>OPM</i>	<i>CT Office of Policy and Management</i>
<i>PATH</i>	<i>Plan for Achievement of Transportation Coordination in Human Services</i>
<i>PDHM</i>	<i>Pre-Disaster Hazard Mitigation</i>
<i>RPO</i>	<i>Regional Planning Organizations</i>
<i>TAR</i>	<i>Town Aid Roads</i>
<i>T2</i>	<i>Technology Transfer Center (UConn)</i>

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Martin H. Berliner

Item #16

From: Robert L. Miller
Sent: Wednesday, March 22, 2006 4:12 PM
To: Martin H. Berliner
Subject: Zinc (Zn) & Copper (Cu) in surface water

Marty - Per your request, I looked into an explanation for the presence of Zn and Cu in surface water samples analyzed as part of the stadium road storm water monitoring program. As I have little experience with this, I contacted a local limnologist for guidance. He indicated that trace amounts of Zn and Cu can be detected as back ground levels in Connecticut tributaries. The levels reported during the quarter in question are considered elevated. These elevated levels are more likely then not an artifact of storm water run off from non-point sources in the watershed. (Rain water washing over Cu and Zinc containing metal sources, i.e. cars, buildings, etc. in up gradient areas can cause an elevation of such metals in down gradient streams during rain events.)

Regards,

Robert L. Miller, MPH, RS
Director of Health
Eastern Highlands Health District
4 South Eagleville Road
Storrs CT. 06268
Fax 860-429-3321
Phone 860-429-3325
www.ehhd.org

Preventing Illness & Promoting Wellness for Communities in Eastern Connecticut

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for his service as president of the National Association of Latino Elected and Appointed Officials (NALEO).

With such active participation in the

steering committee to help shape the policy and advocacy agenda for the organization."

In addition to the reception, HELO co-sponsored a workshop, along with the

its new board of directors during the conference.

HELO's officers are: Joseph Maestas, councilmember, Española, N.M. (president); Carol Alvarado, mayor pro tem,

Date will be announced soon. For m

Item #17

University Caucus Examines Student Housing Issue

by Mary France Gordon

The University Communities Caucus (UCC) continues to help educate officials from university and college communities about the unique issues municipalities face through its student housing workshops.

Most recently, at the 2005 Congress of Cities and Exposition, the UCC sponsored a workshop titled "Community Student Housing: Benefits and Liabilities," which was moderated by UCC Board Member Joyce Streater, councilwoman, Pasadena, Calif. Speakers included UCC's Immediate Past Chair David Stevens, councilmember, Lexington-Fayette, Ky., and Chuck Lynch, vice chancellor for student affairs, University of North Carolina at Charlotte.

UCC members also had the opportunity to hold their annual networking roundtable discussions at the workshop and elect a new board of directors. Henrietta Davis, councilor, Cambridge, Mass., was elected the new chair.



University Communities Caucus First Vice Chair Elizabeth Paterson, mayor, Mansfield, Conn., (left) and Chair Henrietta Davis, councilor, Cambridge, Mass., at the Congress of Cities in Charlotte, N.C./ Photo by Steve Schneider

In addition to this session, Davis led a meeting of the newly elected board and solicited ideas from board members

about UCC's outreach for new members and potential workshop opportunities for future conferences.

During her incumbency, Davis will participate in leadership activities such as representing UCC at the NLC Office Meeting in January and becoming UCC program representative at the April NLC Program Committee meeting in Reno, Nev. She will collaborate with other NLC officials to help strategize and develop ideas for the December 2006 Congress of Cities and Exposition conference.

The other UCC newly elected officers are: Elizabeth Paterson, mayor, Mansfield, Conn. (first vice chair); Michael [unclear], commissioner, North Miami, Fla. (second vice chair); and Joycelyn Johnson, councilmember, Winston-Salem, N.C. (secretary/treasurer).

At-large members include: Brad [unclear], mayor, Carbondale, Ill.; Phil Lieberman, councilmember, Glendale, Ariz.; Randy Riggs, councilmember, Waco, Texas; and Joyce Streater, councilmember, Pasadena, Calif.

Details: For information about becoming a UCC member, contact NLC staff at (202) 626-3169.

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Mansfield Assistant Town Manager Matthew Hart, left, and Michael Ninteau, right, building official, present a plan for a housing code that would affect all rented properties in the greater Storrs area during the Town Council Meeting in Mansfield Town Hall Monday night.

House Code Discussed

Shawn Beals

Posted: 3/14/06

A plan for a housing code that will affect all rented properties in the greater Storrs area was introduced at the Mansfield Town Council meeting Monday night.

The housing code will "regulate the conditions and maintenance of rental dwelling units within the Town of Mansfield," according to the official meeting agenda summary.

Recent deteriorating conditions of rented houses in the area, the bulk of which are occupied by UConn students, have raised concerns for tenant safety, said Matthew Hart, assistant town manager. The council feels that it needs its own code to enforce housing standards.

Hart's plan stated roughly 930 housing units are within the "rental certification zone" of properties that will be required to meet standards of health and safety.

The housing code presented by Hart and Building Official, Michael Ninteau, requires all residential rented properties to acquire rental certification, which will cost \$150 and last two years. Safety issues that are addressed in the plan include fire safety and protection, plumbing, electrical performance requirements, occupancy limits, and light and ventilation, Ninteau said.

Under the code, a rented residence would be inspected. If all standards are not met, the inspector's discretion would be used to work with the owner to "obtain compliance" to the regulations, Hart said. If the owner refuses to comply with certification, a \$100 fine will be issued and each day the violation is neglected is a separate offense.

Alan Stevenson, a 6th-semester economics major, has noticed deteriorating conditions in some student rented residences. While his residence in Norwegian Wood Apartments does not concern him, others places do. In the Celeron Square Apartments, many dwellings feel outdated and unsafe, Stevenson said. He said interior and exterior issues, like roofing and appliances, are becoming concerns to tenants.

At Celeron, as well as Clubhouse Circle in Stevenson's experience, security issues with window and door locks make tenants feel unsafe. He thinks that while tenants by nature are responsible for deteriorating conditions, it is the owner's responsibility to make sure residences are worthy of

inhabitation.

"The housing code is definitely necessary, they should have done it sooner," Stevenson said.

Hart said Mansfield would need to hire additional staff to implement the housing code-including one full-time inspector, one part-time inspector and one full-time secretary. The staff would be part of the Building Department and would report to the Building Official.

A budget of about \$150,000 would be needed for the certification program, according to Hart. It would generate about \$50,000 in the first year then up to \$70,000 in following years. The number of units in the rental certification zone will determine the size of the staff, Hart said.

Dwellings that are exempt from the housing code are state-owned property, age-restricted residences of 55 or older, housing that is less than six years old and housing in which the owner primarily resides.

The next step for the housing code is review by the town council. The council agreed that a public hearing would be held on April 24th for the housing code.

Council members raised questions of how subletting and minimum rental periods would apply to the code and how it can be enforced. The issues raised will be researched and addressed in the future to solidify the housing code.

Town Council member Alan Hawkins congratulated Hart on a solid proposal, calling it a "job well done." Hawkins expressed his satisfaction with the moves to deal with the safety of students living in rented residences.

The town council passed the motion for the housing code ordinance. Nintean said some leases could conceivably be affected by August if the plan moves quickly.

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