



TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, July 12, 2010
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.

AGENDA

	Page
CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES	1
PUBLIC HEARING	
1. Revision to the Ordinance Establishing a Fee Schedule for Fire Prevention Services (Item #11, 06-14-10 Agenda)	23
OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL	
REPORT OF THE TOWN MANAGER	
REPORTS AND COMMENTS OF COUNCIL MEMBERS	
OLD BUSINESS	
2. Revision to the Ordinance Establishing a Fee Schedule for Fire Prevention Services (Item #11, 06-14-10 Agenda)	25
3. Community/Campus Relations (Item #4, 06-28-10 Agenda)	37
4. Community Water and Wastewater Issues (Item #5, 06-14-10 Agenda)	53
NEW BUSINESS	
5. Swearing In of Fire Captain	63
6. Open Space and Watershed Acquisition Grant – Dorwart Property	65
7. Small Town Economic Assistance Program (STEAP) Application for Storrs Center Parking Garage Controls and Equipment, and Parking Signage	83
8. Ordinance Regarding the Procedure for Administration and Fiduciary Oversight of Town Finances	95
9. Freedom of Information Act Requests, Cases, and Updates	113
DEPARTMENTAL AND COMMITTEE REPORTS	133
REPORTS OF COUNCIL COMMITTEES	
PETITIONS, REQUESTS AND COMMUNICATIONS	
10. N. Beets re: Joint Town/University Relations Committee Meeting	147
11. F. Baruzzi re: Negotiations with the Mansfield Education Association	149

12. Planning and Zoning Commission re: 8-24 Referral; North Eagleville Road Sidewalks	151
13. Open Space Preservation Committee re: Open Space Bond Referendum.....	153
14. Press Release: Courtney, FTA Administrator Rognoff to Announce \$4.9 Million Transportation Grant for Storrs.....	155
15. Press Release: CT Alert Emergency Notification System Helps Safeguard Lives and Property	157
16. State of Connecticut Library re: Historic Documents Preservation Grant	159
17. University of Connecticut Library re: Handbook for Connecticut Boards of Finance	161
18. Liberty Bank re: 2010 Willard M. McRae Community Diversity Award.....	163
19. <u>Chronicle</u> “Editorial: Residents are right: Ban Spring Weekend” – 06-23-10	169
20. <u>Chronicle</u> “Mansfield voters OK \$33.7M budget again” – 06-23-10.....	171
21. <u>Chronicle</u> “Key meetings in Mansfield” – 06-26-10	173
22. <u>Chronicle</u> “Mansfield residents tell council to consider one-school option” – 06-29-10	175
23. <u>Chronicle</u> “Voters OK Four Corners funding” – 06-29-10	177
24. <u>Chronicle</u> “Mansfield nixes rescue fee ordinance” – 06-30-10.....	179
25. <u>Chronicle</u> “Cookies anyone?” – 07-01-10.....	181
26. <u>Chronicle</u> “Mansfield delays action on land acquisition” – 07-02-10.....	183
27. <u>Chronicle</u> “Editorial: We offer these threads, needles” – 07-06-10.....	185

OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

FUTURE AGENDAS

EXECUTIVE SESSION

ADJOURNMENT

Town of Mansfield
Special Town Meeting
June 28, 2010
Audrey P. Beck Building

Mayor Elizabeth Paterson called the Special Town Meeting to order at 6:00 p.m. in the Council Chambers in the Audrey P. Beck Building and called for the election of a Moderator.

Christopher Paulhus moved to nominate Carol Pellegrine as Moderator. The nomination was seconded and the motion to approve the nomination passed unanimously.

Without objection a motion to waive the reading of the notice as published and posted was agreed to. Assistant Town Clerk Christine Hawthorne was appointed as the Secretary for the meeting and Roberts Rules of Order were adopted. Mrs. Pellegrine outlined the rules of debate for the meeting asking the public to limit their initial comments to five minutes.

Mrs. Pellegrine asked for a motion to waive the reading of the resolution to be presented under Item 1 on the Notice. Without objection a motion that the reading of the resolution to be presented to this Special Town Meeting under item 1 of the Notice be waived and that the full text of resolution, as made available to those in attendance at this meeting, be incorporated into the minutes of this meeting was passed.

Christopher Paulhus moved to approve the resolution under Item 1 of the Notice. The resolution is as follows:

RESOLUTION APPROPRIATING \$330,000 FOR COSTS WITH RESPECT TO DESIGN OF PORTIONS OF THE PROPOSED FOUR CORNERS AREA WATER AND SEWER SYSTEMS, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

RESOLVED,

(a) That the Town of Mansfield appropriate THREE HUNDRED THIRTY THOUSAND DOLLARS (\$330,000) for costs with respect to design of portions of the proposed Four Corners area water and sewer systems, contemplated to include study, testing and permitting for water supply (estimated cost \$200,000), design of a sewage pump station (estimated cost \$100,000), and related work and financing costs (estimated cost \$30,000). The appropriation may be spent for design costs, engineering and other consultant fees, legal fees, net temporary interest and other financing costs, and other expenses related to the project. The Town Manager is authorized to determine the scope and particulars of the project and may reduce or modify the scope of the project; and the entire appropriation may be spent on the project as so reduced or modified.

(b) That the Town issue its bonds, notes or obligations, in an amount not to exceed THREE HUNDRED THIRTY THOUSAND DOLLARS (\$330,000) to finance the appropriation for the project. The amount of bonds, notes or obligations authorized shall be reduced by the amount of grants received by the Town for the project and applied to pay project costs. The bonds or notes shall be issued pursuant to Section 7-259,

Section 7-234 or Sections 22a-475 to 22a-483 of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts, as applicable. The bonds or notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

(c) That the Town issue and renew its temporary notes or interim funding obligations from time to time in anticipation of the receipt of the proceeds from the sale of the bonds, notes, or obligations for the project and the receipt of project grants. The amount of the notes outstanding at any time shall not exceed THREE HUNDRED THIRTY THOUSAND DOLLARS (\$330,000). The notes shall be issued pursuant to Sections 7-264 and 7-378, or Sections 22a-475 to 22a-483 of the General Statutes of Connecticut, Revision of 1958, as amended. The notes or obligations shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a and 7-378b of the General Statutes with respect to any temporary notes if the notes do not mature within the time permitted by said Sections 7-264 or 7-378, and the Town shall comply with the provisions of Section 22a-479(c) with respect to any interim funding obligations.

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

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

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

(g) That the Town Manager, or any other proper officer or official of the Town, is authorized to apply for and accept federal and state grants to help finance the appropriation for the project and to apply for and accept state loans to finance the project, and to enter into any grant or loan agreement prescribed by the State of Connecticut or any other grantor or lender. The Town Manager, and any other proper officer or official of the Town, are authorized to take any other actions necessary to obtain any such grants or loans, including without limitation grants or loans pursuant to Section 22a-479 of the Connecticut General Statutes, Revision of 1958, as amended, or to any other present or future legislation, or to implement any such grant or loan agreements. Any grant proceeds may be used to pay project costs or principal and interest on bonds, notes, temporary notes or obligations.

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

The motion was seconded and Gene Nesbitt was recognized for purposes of discussion. Mr. Nesbitt discussed the studies done by the 4-Corners Sewer Advisory and the Sewer and Water Advisory Committees as being 3 pronged: remediation of the environmental contamination of the ground and water, elimination of the progressive blight due to failed businesses and the economic development to increase the tax base. The final step is to design a pump station with a cost of \$100,000.

Various studies have identified several potential sources of water to area. A review of the geological profiles and environmental and economic considerations must be completed. The study will include, test bores to verify the presence of adequate water, and test wells will be drilled. The estimated cost of a consultant to complete the water study is \$200,000.

The cost of obtaining the bonds will be \$30,000.

Howard Raphaelson, 119 Timber Drive, congratulated the 4-Corners Sewer Advisory Committee for its work on the project. His concern is that the town is trying to solve DEP's sewage problems. He feels the project is too expensive and will only benefit those who polluted the area initially or built in an area with no infrastructure for handling sewage. He feels the project is competing with the Downtown Partnership. Mr. Raphaelson would urge the town to develop an alternate plan without involving sewers and water, by using landscaping over development.

Norval Smith, 15 Shore Drive, he believes that allowing 4-corners to decay is a mistake. He does not feel funding for the project will have any impact on the Downtown Partnership. Public water and public sewage will only help the area recover.

Francis Pickering, 23 Hillside Circle, is concerned that the area will become a generic commercial strip development, resulting in more traffic and accidents. DEP may designate this area as a conservation/preservation area under the State's Plan of Conservation and Development and may curtail funding. He thinks it would be prudent to hold off on the project until the State tells us what the town can do in the area.

On a voice vote the motion passed.

Without objection the meeting was adjourned at 6:35 p.m.

Christine Hawthorne
Assistant Town Clerk

REGULAR MEETING – MANSFIELD TOWN COUNCIL

June 28, 2010

DRAFT

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

I. ROLL CALL

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

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Ms. Moran seconded to approve the minutes of the June 8, 2010 Special meeting with corrections. Motion passed with all in favor except Mr. Ryan, Ms. Keane and Ms. Lindsey who abstained. Mr. Haddad moved and Mr. Paulhus seconded to approve the minutes of the June 14, 2010 meeting as presented. Motion passed unanimously.

III. PUBLIC HEARING

The Assistant Town Clerk read the notice of the public hearing.

1. School Building Project

A letter from Margaret Rubega in support of Option E (two elementary-schools) was included in the record of the public hearing.

Comments and notes from Bill Caneira in opposition of Option D (one elementary-school) were included in the record of the public hearing.

Thomas Weinland, 2 Nutmeg Court, spoke in support of a single school option. A single school would be considerably less to build and staff. Rebuilding or remodeling multiple schools could result in a tax burden on taxpayers, and may lead to larger classrooms and reduction of programs.

Mr. Weinland then read a letter written by Anne Rash, 35 Samuel Lane. Ms. Rash does not support the proposal to build two new schools. She feels that the town cannot financially handle the cost of building two schools and that the whole Board of Education's budget could be affected.

Bob Kremer, 67 Charles Lane, supports the one school option. This option creates the most efficient use of limited resources, maintains smaller class sizes and would improve curriculum. A two school option would have an enormous long term impact on the Town.

Jeff Smith, property owner in Mansfield does not feel that the community has the financial capability to bond the school projects. If the project goes forward as proposed resources would not be available for maintaining town buildings and current services, resulting in significant pressure on future budgets. His recommendation is to do nothing at this time.

June 28, 2010

Crayton Walker, 65 Riverview Road, hopes the Council will seriously consider the one school option. The gains that are expected would not offset the cost of two schools.

Gene Nesbitt, Wormwood Hill Road, requested an explanation as to why at the time of the 2006 Plan of Conservation and Development the schools were in no need of major renovations, but now has become a major issue. What are the alternatives if State funding is not available. He would like to see the project postponed until the town achieves more progress on the two major economic developmental projects. He strongly endorses the town to be completely transparent in the total cost of the project.

Jeannette Picard, 72 Timber Drive, is against the one school option. Smaller school sizes are more beneficial to children. One school may be fiscally prudent but is educationally irresponsible.

Lynn Stoddard, 192 Ravine Road, as a member of the Sustainability Committee they will soon be submitting comments on the siting criteria from an environmental sustainability perspective.

Terry Berthelot, Coventry Road, feels 700 children to a school is too many and that she is not an advocate of economy of scale.

Carol Pellegrine, Clover Mill Road, stated that according to the Plan of Development the condition and capacity of the schools are fine. Due to the economic times and future school funding from the state being tenuous this project should be put on hold.

Christina Colon-Semena, 64 Woods Road, is opposed to the one school option and feels unless the town does something now it will put itself into major debt. Money has not been allocated for potential problems for the existing schools.

Jessica Higham, 14 Adeline Place, feels two schools are the best option at this time. The one school option is not supported by parents of young children. She feels this is an affordable time to build.

Ida Millman, 6B Sycamore Drive, cautioned the Council on making long-term decisions. She feels the design of a school can accommodate smaller groups and that they can function independently.

Gwen Sgro, 57 Browns Road, stated in her opinion, large schools don't work, children have below average reading and math scores and that teachers won't have time to collaborate.

Jay Rueckl, South Eagleville Road, believes the one school option is the wrong choice. Students' social and emotional development would not be promoted. Kids at risk will suffer the most. The two school option balances taxes with educational opportunity, and maintains community. He strongly supports the two school option.

David Freudmann, 22 Eastwood Road, would like to expand on the long term debt the town is accruing with all these projects. The town's debt outstanding could be over fifty million dollars by 2015. In less than 4 1/2 years the town could be facing a crisis resulting in drastically cutting services or having to precipitously raise taxes.

Rudy Favretti, 1066 Middle Turnpike, is against this project because of the throw-a-way attitude of the project. The Plan of Development states that there is a continuing decline in enrollment. Money should be used to enhance the current schools.

Brian Ross, 604 Browns Road, is in favor of the one school plan. Design of the school could accommodate team approaches and not be so opposing to young children. The two school project would be much too expensive.

The hearing was closed at 9:10 p.m.

OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Caitlin Dineen announced that she will be leaving The Chronicle and that Mike Savino will be taking her post.

Betty Wassmundt, Old Turnpike Road, is concerned with the debt structure that the town is occurring, and feels the town needs to be more conservative in its spending.

REPORT OF TOWN MANAGER

Report attached

A discussion was held on the position of the Senior Services Social Worker being supervised by a licensed clinical social worker and licensure for that position. It was decided that more discussion was needed and that the Director of Human Services Kevin Grunwald be in attendance. The item will be added to a future agenda.

IV. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Members discussed whether the School Building Project question should be included on the November ballot.

V. OLD BUSINESS

1. School Building Project

Members agreed that further discussion is needed to decide on how the Council should proceed on the school building project. It was decided a Special Meeting would be held in August. Ms. Paterson suggested that Council members submit their questions and issues to Mr. Hart prior to the meeting. Mr. Hart would like to meet with staff to develop a decision making matrix outlining the critical decisions.

2. UConn Landfill, Long-Term Monitoring Program

No action required.

June 28, 2010

3. Community Campus Relations

Members discussed UConn's Spring Weekend; Mr. Kochenburger stated that he would like to see what legal leverage is available against private land owners. He suggests getting a comprehensive legal review. Mr. Kochenburger volunteered to draft a proposal to the Council.

Mr. Hart reviewed a spreadsheet on nuisance issues at area addresses. It was suggested the list be more specific by distinguishing between single family residences and apartment complexes.

4. Community Water and Wastewater Issues

Mr. Hart gave an update on the June 17, 2010 meeting of the Water/Wastewater Policy Advisory Committee. The discussion included Ponde Place's request for emergency connection, no action was taken at the meeting. The Advisory Committee requests are reviewed on four criteria; is there sufficient supply; is the request consistent with the University's Plan of Development; is the request consistent with the Town's Plan of Conservation Development and upon approval any applicant would be responsible for getting all required and state and local permits. Connecticut Water has reached a tentative agreement with Tolland Water Authority to connect to the Tolland system.

5. Fee Schedule for Rescue Services

By consensus the Council agreed not to pursue the proposed ordinance.

6. Dog Lane/Bundy Lane Parcel

By consensus, staff will pursue Joshua's Trust to see if they have an interest in the property and to advise them that the town has no interest in acquiring the property as open space.

VI. NEW BUSINESS

7. Resolution Reapproving Appropriation for Proposed Four Corners Design

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

RESOLUTION REAPPROVING THE APPROPRIATION OF \$330,000 FOR COSTS WITH RESPECT TO DESIGN OF PORTIONS OF THE PROPOSED FOUR CORNERS AREA WATER AND SEWER SYSTEMS, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

RESOLVED, in accordance with Sections 406 and 407 of the Town Charter, the Town Council hereby reapproves the resolution entitled "RESOLUTION APPROPRIATING \$330,000 FOR COSTS WITH RESPECT TO DESIGN OF PORTIONS OF THE PROPOSED FOUR CORNERS AREA WATER AND SEWER SYSTEMS, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION" as originally adopted by the Town Council at meeting held June 14, 2010 and approved by the voters of the Town at Special Town Meeting held June 28, 2010.

Motion passed unanimously.

8. Transfer to Suspense for Tax Collections

Mr. Paulhus moved and Mr. Schaefer seconded, effective June 28, 2010, to transfer \$68,846.31 in uncollected property taxes to the Mansfield Property Tax Suspense Book, as recommended by the Collector of Revenue.

Motion passed unanimously.

VII. QUARTERLY REPORTS

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

IX. REPORTS OF COUNCIL COMMITTEES

Ms. Moran, Chair of the Committee on Committees, made a motion that the Council reappoints Katherine Paulhus to Mansfield Advocates for Children as a regular member of the public.

Motion passed with all in favor except, Mr. Paulhus abstained.

X. PETITIONS, REQUEST AND COMMUNICATIONS

8. G. Cole re: Masonicare
9. A. Hilding re: Mansfield Should Close the Apartment Door
10. L. Bailey re: Library Hours
11. C. Trahan re: Fiscal Status of Fund 833
12. C. Trahan re: Revaluation Contracted Services
13. Notice of Primary
14. Press Release: New Senior Center Coordinator Hired
15. State of CT Dept. of Mental Health and Addiction Services re: Medicaid Expansion Approved by CMS
16. Community Energy re: Renewable Energy Certificate
17. Chronicle "Letter to the Editor" – 6/8/10
18. Chronicle "Mansfield feted for open space commitments" – 6/10/10
19. Chronicle "Letter to the Editor" – 6/11/10
20. Chronicle "Petitioners plead: Save us from April's mayhem" – 6/11/10
21. Chronicle "Mansfield to host three hearings" – 6/12/10
22. Chronicle "Four Corners sewer project to go to vote" – 6/15/10
23. Chronicle "Residents: Land gift not really a good deal" – 6/15/10
24. Chronicle "Letter to the Editor" – 6/16/10
25. Chronicle "Parking ordinance will go to the voters" – 6/16/10
26. Chronicle "Letter to the Editor" – 6/18/10
27. Chronicle "Letter to the Editor" – 6/19/10
28. Chronicle "Letters to the Editor" – 6/21/10
29. Chronicle "Mansfield spending goes to voters" – 6/21/10
30. Chronicle "Letter to the Editor" – 6/22/10

31. Mansfield Today "Mansfield is part of \$4.1 million Neighbor to Neighbor Energy Challenge" – 6/18/10
32. New York Times "Room for Debate: Should People Be Paid to Stay Healthy?" – 6/14/10

XIII. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Betty Wassmundt, Old Turnpike Road, requested an explanation on where volunteer donations come from. Ms. Wassmundt expressed her concerns on the data contained in the comparison chart related to the contracted revaluation services.

Ric Hossack, Middle Turnpike, would like to see some form of memorial honoring the late George Savoie for his service to the community. Mr. Hossack asked to have the final decision regarding the last Freedom of Information Hearing included on a future agenda.

XIV. FUTURE AGENDAS

Mr. Ryan would like to discuss revising the Town Charter.

Mr. Hart will include the decision from the Hearing Officer from the Freedom of Information Commission on the next agenda.

XV. EXECUTIVE SESSION

XVI. ADJOURNMENT

Mr. Paulhus moved and Mr. Schaefer seconded to adjourn the meeting.

Elizabeth Paterson, Mayor

Christine Hawthorne Assistant Town Clerk

470 South Eagleville Rd.

Mansfield, CT 06268

860-487-3954

27 June 2010

TO:

Town Council

Elizabeth C. Paterson, Mayor

Audrey P. Beck Municipal Building
4 South Eagleville Road, Mansfield, CT 06268

RE: Proposed School Building Project

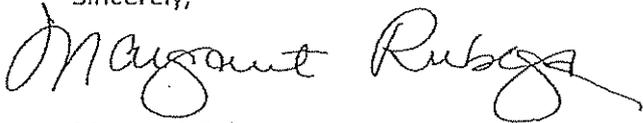
Dear Council Members;

As I will be unable to attend the 28 June Town Council meeting, I am writing you to declare my support for the Board of Education's recommendation that the town enact Option E (the two-elementary-school option) of the proposed school building project. As a Mansfield resident since 1999, with one child attending the Middle School, and one attending Annie Vinton, I can attest to the need for updates to the physical plants of all our schools, and I am convinced that it is likely false economy to continue to patch the existing elementary schools. I have attended quite a few of the informational/public/ and BOE meetings on this subject, and have been among those strongly, and vocally opposed to Option D (the one-school option); while it is nominally "cheaper", it will cost too much in terms of the reduction in educational quality associated with putting small children in a big school. I have been impressed with the openness and responsiveness of both the Building Committee and the BOE as a whole, and simply thrilled to see so many of my fellow citizens come out to meetings to demand that children and education come before money, even during a recession.

I believe that Option E represents the best available solution from a practical, educational and fiscal point of view: it will allow the town to achieve significant energy improvements, with reimbursement from the state to reduce the cost, while avoiding instructional disruption during construction, and account for declining enrollments while still putting children in schools of a size (~ 300) that research has shown to be educationally advantageous, yet still small enough to retain the "neighborhood" quality that means so much to children and their families. I support Option E, and believe that you should too.

Finally, I want to point out that while some aspects of the plan to build new elementary school(s) have been contested, I have heard no one oppose renovation of the Middle School, and I certainly support it. I believe that it is sufficiently important that it any referendum on it should NOT be tied, on the ballot, with the elementary school building project — there is no reason they cannot be separated on the ballot, and plenty of reason that they should be, if there is any doubt of significant support for the elementary school buildings. The Middle School renovation is uncontroversial, relatively inexpensive, and should not fail to be passed just because there may be opposition to Option E, or to any plan for building new elementary schools at all.

Sincerely,

A handwritten signature in cursive script that reads "Margaret Rubega". The signature is fluid and somewhat stylized, with a long, sweeping underline that extends to the right.

Margaret Rubega

----- Forwarded Message -----

From: Bill Caneira <wcaneira8614@charter.net>
To: TownCouncil@mansfieldct.org
Cc: Mark LaPlaca <laplacam@mansfieldct.org>
Sent: Sun, June 27, 2010 11:07:10 AM
Subject: comments regarding School Building Project

Message

Hello,

I will be unable to attend the public hearing Monday night, but I wanted to submit my comments to you. Attached are notes from an April meeting when I addressed the BOE during the portion of their meetings allotted for public commentary. I have made minor modifications to the notes, but the basic theme is the same. With 1 child in the Mansfield school system and another joining shortly, I am one of several parents who has significant concern about Option D, and is opposed to it.

I know the BOE recommendation was for a different option (I am pleased it was NOT for Option D), but I wanted to share my comments nonetheless.

The attached notes are only a single page, with a concluding paragraph at the bottom. I would ask you to please review it if you have time. I have been involved in nearly all of the SBC and BOE meetings on this topic in 2010 and regret that I cannot make the meeting tomorrow, but I hope that these written comments will be considered in the same light.

Thank you very much for holding a public hearing to give folks the chance to voice their opinions on this important matter.

Thank

These notes were used to address our BOE at an April 2010 meeting, to vocalize concerns regarding the one-school Option D. They have since been modified slightly.

o Educational Quality

- 650-700 students is far too large for an elementary school, especially given research indicating that 300-500 is the best size
- We are risking an incredibly successful, nurturing environment that we already have in our 3 neighborhood schools
- Our children's earliest and deepest impressions of school are at risk
- The sense of community/connectedness will likely be lost
 - teachers and administration will not be able to know kids by name and their needs
 - virtually impossible to have "town meetings", thanksgiving dinners, movie nights with the entire student body
 - jeopardizing the buddy system forged between new and existing students, and between grades (ie: K and 4)
 - the school will inevitably be treated like an organization instead of a community
 - teacher collaboration will be harder, both peer and supervisory
 - principals will not be able to be as involved with the student body
 - transportation will be problematic – pickups will take longer, bus times will increase (and are already problematic)
- How much effort will be required to retain the small school feel in a school this large?
- Increased caseloads for a smaller special education staff?

o Safety

- How will students be monitored in the lunchroom, at recess, in the halls? Accidents, choking and bullying will be harder to spot/address.
- How will the safety of the children be ensured during the mass entry and exodus each day with vehicles and buses about?
- Can we ensure security: that only the appropriate people are in the building, and escorting the students? Can we do this without instilling more fear into the children and loss of parental volunteering/involvement in the classroom?
- 1.5 nurses to care for 650 SMALL children?

o Economics

- Considering the POTENTIAL costs of reusing the existing 3 school buildings, does Option D begin to equate or exceed the costs of the alternatives?
- Given the concerns about traffic on Rt 89 and 195, are potential road expansion needs considered in Option D?

o Quality of Life

- What will the existing buildings be reused for? How will this impact surrounding neighborhoods?
- Is the suggested location logical and centralized enough for all families?
- Will the new school cause folks to move away FROM or avoid moving TO our town, affecting our tax base, our property values?

Conclusion:

Option D is unacceptable for an elementary school in Mansfield. According to our parents, as heard in public forums and surveys, it will be too large for students this young, and raises concerns about educational quality and safety. As evident by our teacher surveys, it will be difficult to manage and impair collaboration, again threatening educational quality. There have been concerns about location, traffic, and building reuse that have also cast doubt on this proposal. Visits were made to schools of comparable size, but opinions were divided, as witnessed (again) in survey results and in informal conversations with parents and teachers.

Furthermore, there are alternatives, including Option E, which calls for two new schools. This option is somewhat costlier than Option D (while cheaper than other listed options) but results in the desired student body size per school.

Mansfield needs to find a financially responsible option that achieves the necessary reduction in operating costs without sacrificing the educational quality that has become a hallmark of our community.

RUDY J. FAVRETTI
P.O.BOX 403
STORRS, CONNECTICUT 06268
E-mail: trystwood1066@charter.net
Telephone: 860-429-6027

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

28 June 2010

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

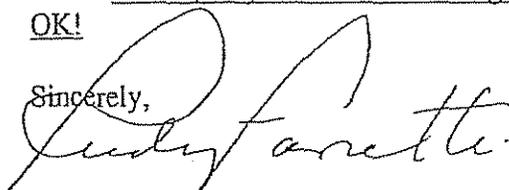
Our reason for this decision is that we think that renovations should also be made at the three elementary schools to meet the objectives set forth in the Board's report "including security concerns, roof replacements and other basic facility needs in addition to enhancing the library/media centers ..."

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

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

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

Sincerely,


Rudy J. Favretti


Joy P. Favretti

Anne Rash

35 Samuel Lane

Mansfield Center

To Members of the Town Council:

As a resident of Mansfield for almost 40 years and an educator, I have always supported the Board of Education's budget and policies. Sadly, I cannot support the current proposal to build two new schools. Balancing the wishes of the community with fiscal responsibility is a difficult task and I don't envy your position.

I do not believe that the town can financially handle the cost of two new buildings. Most building projects end up costing more than the original price tag and compromises are always necessary. My experience with building projects, most recently as chair of the Community Center project, leads me to this conclusion. When these building issues arise, money must be found. I would worry that the whole Board of Education budget could be affected. It is important to maintain the quality of our current programs throughout the building project

I realize that many folks in town are concerned about the size of one elementary school. I was principal for 13 years of a school that averaged over 600 students. I knew all the students and their families. I believe that one elementary school could be divided into primary and intermediate with two administrators. This would allow 6 or 7 sections of each grade with class sizes comparable to the current classes. Actually, I think the special education, music, gifted, and perhaps, other programs would be enhanced by one location.

I am also aware of the concern of the folks in the Goodwin district. I suggest the Board looks into the possibility of locating an early childhood center at Goodwin. The preschool and, possibly kindergarten, would fit into a renovated Goodwin and keep a school in that location. This would also reduce the student population in the one new school.

I wish you the best as you wrestle with this difficult decision.

Anne Rash

To the Mansfield Town Council
Re: K-4 School Renovation Project
June 28, 2010

I am here in support of the one school option. I want to applaud the extraordinary work, the school Building Committee has done for the past four and a half years. The one school option supports all the committee's objectives. This option absolutely creates the most efficient use of our limited resources. Operating one school would provide the district with the best opportunity to maintain small class size and improve the districts' curriculum. More money will be focused on our instructional programs rather than multiple buildings and administrative salaries needed for the two-school option.

Honestly, how can we even consider an option that creates the financial ~~cost~~^{debt} that the two-school option does? ~~If not the one school option, please leave it alone.~~ Our Town can not afford to take on that much debt! The two school option will have an enormous long term impact on our Town. Residents have to realize that we just can not have it all, not in these economic times. ~~Our Director of Finance has provided us with the costs to taxpayers in today's dollars if two buildings were completed this year, an average of \$800 annually per household.~~ We can not put so many of our resources in one place at the expense of everything else. The two-school option will likely give us larger class sizes and will decimate other essential school and town programs. We need to be concerned about our children's entire educational experience, grades PreK – 12, the costs for maintaining our Middle School and regional High School including the needed upgrade to Mansfield Middle School. The Council needs to look at the big picture and be aware of what this is really costing and at what price to our children.

We do need to create a small school environment in a single PreK-4 school where children and their parents feel a strong sense of community and belonging without jeopardizing the future for our children and breaking the bank of Town residents.

Bob Kremer
67 Charles Lane

To: Members of Mansfield Town Council

Fr: Thomas P. Weinland

Re: School Building Proposals

June 28, 2010

I wish to write in support of a **single school option** for Mansfield's elementary schools. I do so with considerable respect for the efforts of the School Board and other planning committees that have contributed to alternate proposals for the elementary school program.

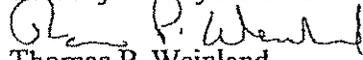
My major concern is the price tag – my understanding is that a single school will cost considerably less to build. I also believe that it will cost considerably less to staff. While Mansfield has been generous in its support of its schools even in these difficult times, I believe that asking the town to support building programs that will cost significantly more than a single new school fails to consider the tax burden the town's citizens will be asked to pay. I fear that ignoring the price tag may well lead to tax revolts in future years, particularly as we face the educational carrying charges of technology and other special programs for multiple schools. The result may lead to larger class sizes and reduction of programs if we were to build (or remodel) and maintain multiple elementary schools.

I find some flaws in the case for multiple schools (AKA neighborhood schools). Presently, my two grandchildren ride a school bus 45 minutes one-way to attend Vinton Elementary School. Few if any students walk to school in this town; a neighborhood school in Mansfield has always been a myth. While a single school might mean long bus rides for some children, I doubt their "bus" time would exceed the 90 minutes my grandchildren (one of them a kindergartner this past year) are asked to spend in school travel.

Obviously a single elementary school will be larger than any one of our current schools. Too large? The professional talent in this town is perfectly capable of organizing a larger school to offset many of the problems that we might imagine will confront kids in such a school. A dual principal organization with K-2 and 3-4 is but one option. Different wings in a building can also mitigate the size problem.

Against these imagined problems are the economies of scale that a larger school can realize. Music, art, physical education, technology and special support programs can all benefit from their placement in a single building. Likewise, allocation of faculty as grade numbers shift can be achieved more easily.

Thank you for your consideration,



Thomas P. Weinland

2 Nutmeg Court
Mansfield Center, CT

Town Manager's Office
Town of Mansfield

Memo

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Town Employees
Date: June 28, 2010
Re: Town Manager's Report

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

Budget and Finance

- *Town Budget Referendum* – The Town of Mansfield Budget Referendum was held on Tuesday, June 22, 2010. Results were as follows:
 - o *Are you in favor of the budget as adopted on May 11, 2010?*
Yes - 645; No - 387
 - o *If the budget is defeated, is the town budget portion too high or too low?*
Town too high – 504; Town too low - 347
 - o *If the budget is defeated, is the school budget portion too high or too low?*
School too high – 409; School too low - 449

Council Requests for Information/Council Business

- *Senior Services Social Worker* – I have attached to my report this evening a memorandum in response to concerns that Town Council has expressed regarding whether the Senior Services Social Worker is being supervised by a licensed clinical social worker and what liability the Town might have if she is not receiving that level of supervision. In summary, Kevin Grunwald and I do not think that duties of the job constitute clinical social work that would require supervision by a licensed clinical social worker. We do feel that the employee is operating within her area of competency and is receiving appropriate supervision from Mr. Grunwald as the Director of Human Services. Please review our correspondence and let us know if you have further questions.

Departmental/Division News

- *Human Services/Town Manager's Office* – We are pleased to announce that Cindy Dainton will be our new *Senior Center Coordinator* beginning July 19, 2010. I am looking forward to working with Cindy in the area of senior services and am confident that she will do an excellent job in her new role. On a related note, I would like to thank Marilyn Gerling for the work that she has done serving as our interim coordinator. Marilyn stepped in to help us out during a very critical time and I believe that her grace, pleasant demeanor and steady presence enabled us to maintain programs and services at the senior center while we conducted our recruitment for the full-time coordinator. Marilyn, we thank you for all that you have done for the senior center and our community – we are fortunate to have you!
- *Mansfield Public Library* – Item number 12 in tonight's Council packet outlines a new 50-hr per week schedule for the library, which Louise Bailey and I plan to implement this coming September following the end of summer programming. Ms. Bailey and I believe that the proposed schedule will provide us with the best opportunity to provide programs necessary to promote the library's goals and objectives, particularly in the areas of school readiness and literacy. Please let me know if you have any concerns regarding the proposed schedule and if you would like to add this item to a future agenda for discussion purposes.

- *Parks and Recreation*

- Kayaks and backyard games are available for rent at the Community Center. Due to a grant from *Health Eating, Active Living*, we have kayaks, volleyball and badminton sets available to rent for \$5 each. Reservations with payment must be made in writing at least 48 hours in advance. A \$50 deposit check (for kayaks) and a \$25 deposit check and a copy of driver's license are required at the time of rental. Call the community center at (860) 429-3015 ext. 0 for more information.
- A variety of camps are available to area residents beginning next week. There are sports camps, dance, science, engineering to name a few plus our ever popular Camp Mansfield. Registration is underway and space is limited in some camps.
- This year's free *summer concert series* will be held on Thursdays, beginning July 8 on the green at the Community center from 6:30-8 p.m. If the weather doesn't cooperate, the concerts will be held inside the community center. The first concert will be performed by the Jessica Prouty Band; this group of teenagers will truly impress with their musical talents.

Major Projects and Initiatives

- *Assisted Living Update* - Kevin Grunwald, Director of Human Services, has spoken to the president of Masonicare, Steve McPherson, who has informed us that Masonicare is still committed to building an assisted/independent living facility in Mansfield. Masonicare has an option to purchase a piece of property on Maple Road and plans to exercise that option by the end of this calendar year.

Special Events

- *Tour de Mansfield: Call for Volunteers* – Calling all volunteers! We need help with the 5th annual *Tour de Mansfield* bike tour! We are excited to again offer this special event on Saturday, July 17, 2010 (rain date July 24). The bike tour provides a family oriented event for area residents, encourages exercise through cycling, brings awareness to the scenic beauty of Mansfield's historic villages and promotes community bonding through social and recreation activity. Volunteers are needed for the following duties - set-up, registration, break-down, rest stop management and barbecuing. Please contact Sara-Ann at 860-429-3336 if you are interesting in volunteering.

Upcoming Meetings*

- Mansfield Historical Society, June 29, 2010, 8:00 PM, Conference Room B, Audrey P. Beck Municipal Building
- Mansfield Downtown Partnership Board of Directors, July 1, 2010, 4:00 PM, Mansfield Downtown Partnership Office
- Community Quality of Life Committee, July 1, 2010, 7:30 PM, Council Chambers, Audrey P. Beck Municipal Building
- Planning and Zoning Commission, July 6, 2010, 2010, 7:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Agriculture Committee, July 6, 2010, 7:30 PM, Conference Room B, Audrey P. Beck Municipal Building
- Mansfield Community Campus Partnership, July 7, 2010, 4:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Housing Code Board of Appeals, July 12, 2010, 5:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Town Meeting on the Ordinance Regarding Off Street Parking On Residential Rental Property, July 12, 2010, 6:00 PM, Mansfield Middle School Auditorium
- Town Council, July 12, 2010, 7:30 PM, Council Chambers, Audrey P. Beck Municipal Building

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

MEMORANDUM

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



To: Town Council
From: Matthew Hart, Town Manager *MWH*
CC: Kevin Grunwald, Director of Human Services; Maria Capriola, Assistant to Town Manager
Date: June 28, 2010
Re: Senior Services Social Worker

Kevin Grunwald and I wanted to answer some of the questions that Councilor Keane and others have raised regarding the supervision of the Senior Services Social Worker. Your concerns seem to relate to whether or not the employee is being supervised by a licensed clinical social worker and what liability the Town might have if she is not receiving that type of supervision. We think that there has been some confusion related to whether or not this is a clinical social work position and hope to alleviate this concern. According to the Dictionary of Social Work, "*Clinical social work* is the professional application of social work theory and methods to the diagnosis, treatment, and prevention of psychosocial dysfunction, disability, or impairment, including emotional, mental, and behavioral disorders (Barker, 2003)." In the State of Connecticut, as in many other states, a social worker is required to be licensed to practice clinical social work. The Town has taken the position that the Senior Services Social Worker is not a clinical social work position. Consequently, in the job description we identified an LCSW as preferred but not required.

Clinical social work is just one area of social work practice and many of these practice areas do not require licensure. The responsibilities for this job do include counseling, and in this context counseling is used as a generic term and does not necessarily equate to clinical social work practice. An accepted definition of counseling is "to offer advice, opinion or instruction given in directing the judgment or conduct of another, or, the act of exchanging opinions and ideas; consultation; advice or guidance, especially as solicited from a knowledgeable person." Many professionals offer counseling for such things as investments, careers, weight loss, education and smoking cessation; to name a few. The Dictionary of Social Work explains that "counseling is a *procedure* that is often used in clinical social work *and other professions* to guide individuals, families, couples, groups and communities by such activities as delineating alternatives, helping to articulate goals and providing needed information (Barker, 2003)." To clarify, the use of counseling as a procedure is not exclusive to clinical social work practice and is in fact employed by professionals in many different areas of expertise.

The National Association of Social Workers (NASW) describes social work practice as consisting of the professional application of social work values, principles, and techniques to one or more of the following ends: helping people obtain tangible services; counseling and psychotherapy with individuals, families and groups; helping communities or groups provide or improve social and health services; and participating in legislative processes." Furthermore, "The practice of social work requires knowledge of

human development and behavior; social and economic and cultural institutions; and of the interaction of all these factors.”

The Social Work Code of Ethics requires that “Social workers practice within their areas of competence and develop and enhance their professional expertise.” We believe that the field of practice that best describes the work of the Senior Services Social Worker would be gerontological social work.

“Gerontological social workers help older adults and their families maintain well-being, overcome problems and achieve maximum potential during later life. Social workers serve as *advocates* for older people, providing a vital link between older individuals and the services they need. Indeed, a key function of gerontological social workers is to promote independence, autonomy and dignity.” In this context it is reasonable to assume that the gerontological social worker would *counsel* clients regarding services, programs, alternatives, etc., but that this type of counseling would not be defined as clinical social work.

I believe that it is our responsibility as management to establish and maintain appropriate qualifications for staff and to provide ongoing supervision to ensure that staff members maintain the skills and knowledge that are necessary to carry out those responsibilities. Ms. Lavoie is currently supervised by Mr. Grunwald, a professional social worker with more than thirty-two years of active practice in that field. I am comfortable with his ability to effectively supervise Ms. Lavoie in her position as the Senior Services Social Worker and believe that she is in compliance with the code of ethics and standards of practice as she is currently practicing within her area of competence. Our insurance carrier is also comfortable with the fact that Ms. Lavoie is carrying out professional responsibilities that are consistent with her job description and is receiving appropriate supervision.

Kevin and I hope that this information will serve to answer any questions or concerns that you may have regarding the Senior Services Social Worker position. If Councilors would like to meet to discuss this subject further we would be happy to do so.

LEGAL NOTICE
TOWN OF MANSFIELD
PUBLIC HEARING July 12, 2010

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting at 4 South Eagleville Road on July 12, 2010 to solicit public comment regarding proposed revisions to An Ordinance Establishing a Fee Schedule for Fire Prevention Services.

At this hearing persons may address the Town Council and written communications may be received. Copies of said proposals are on file and available at the Town Clerk's office: 4 South Eagleville Road, Mansfield, CT 06268. A copy of the proposed revised ordinance is posted on the Town's website (mansfieldct.gov).

Dated at Mansfield Connecticut this 22nd of June 2010.

Mary Stanton
Town Clerk

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to the Town Manager; John Jackman, Deputy Chief/Fire Marshal; David Dagon, Fire Chief; Dennis O'Brien, Town Attorney
Date: July 12, 2010
Re: Revision to the Ordinance Establishing a Fee Schedule for Fire Prevention Services

Subject Matter/Background

I have included this item on the agenda in case the Town Council wishes to debrief the public hearing regarding the proposed revision to the Ordinance Establishing a Fee Schedule for Fire Prevention Services or to discuss next steps.

The attached document highlights the proposed changes to the current ordinance.

Attachments

- 1) Ordinance Establishing a Fee Schedule for Fire Prevention Services (with ~~striketroughs~~ and new material in **[bold brackets]**)



**Town of Mansfield
Code of Ordinances**

**Amendments to
An Ordinance Establishing a Fee Schedule for Fire Prevention Services**

§ XXX-1. Legislative authority.

Pursuant to Chapters 541, 98 and 99 of the Connecticut General Statutes, as amended, the following penalties and schedule of fees are hereby established regarding the provisions of the [Connecticut Fire Prevention Code and] Connecticut Fire Safety Code, as amended.

§ XXX-2. Schedule of fees.

- A. The fee for plan reviews for new construction, renovations, additions or modernization of buildings or structures shall be at the rate established in table 1, below. The basis upon which the fee is calculated shall be developed by the Building Department of the Town of Mansfield.
 - 1) Additional plan review time required due to changes or revisions to previously approved plans, or major redesigns after initial plan review shall be billed on an actual cost basis, but shall not exceed an amount equal to the original plan review fee.
- B. Certificate of occupancy fees for new construction, renovations, additions or modernization of buildings or structures are set forth in table 2, below.
- C. All plan review permit and certificate of occupancy inspection fees for new construction, renovations, additions or modernization of buildings or structures are due and payable when an application is submitted to the Office of the Fire Marshal.
- D. [The owner or occupant of buildings that have any of the occupancy types listed in table 3 shall pay periodic inspection, permit, certificate, notice, or approval fees, according to fee schedule listed in Table 3. For the purposes of this section, "periodic inspection" means an inspection of the existing occupancy types listed in this section, as required by State of Connecticut Department of Public Safety regulations as authorized by Connecticut General Statutes § 29-291a and 29-292 and Connecticut General Statute § 29-305.]
- E. Effective January 1, 2011 [2012] and January 1st of each year thereafter, the fees identified in tables 2, 3 and 4 shall be adjusted annually. The annual fee adjustment shall be implemented at the first of each year, beginning January 1, 2012, by an

amount equal to the percentage change in the Consumer Price Index for the preceding year ending on June 30, as prepared by the Department of Labor, Bureau of Labor or a replacement index applicable to the Town of Mansfield. Each such newly adjusted fee shall be rounded to the next higher whole dollar.

§ XXX-3. Refunds.

- A. When a permit or approval has been issued in accordance with the Connecticut Fire Safety Code [and/or Connecticut Fire Prevention Code] and the owner/applicant abandons or discontinues the building project, or, if the permit is revoked by the Fire Marshal the owner/applicant can make a written request for a refund. That portion of the work actually completed shall be computed and any excess fee shall be returned, less a nonrefundable plan review/administrative fee equivalent to a minimum of \$40 or 15% of the cost of the permit, whichever is greater.
- B. When a permit or approval application submitted under this section has been denied in accordance with the Connecticut Fire Safety Code [and/or Connecticut Fire Prevention Code], the owner/applicant can make a written request for a refund. Any excess fee shall be returned, less a nonrefundable plan review/administrative fee equivalent to a minimum of \$40 or 15% of the cost of the permit, whichever is greater.
- C. The Fire Marshal will calculate the refund due to the owner/applicant and forward it to the Finance Department for process.

§ XXX-4. Penalties for offenses.

- A. Starting work prior to obtaining approval from the Fire Marshal.
 - 1) A penalty of \$250 will be added to a permit fee for starting work without a permit.
 - 2) A penalty will not be assessed for emergency repair work.
- B. [Conducting an operation for which a permit is required by section 1.12.1 of the Connecticut Fire Prevention Code.
 - 1) A penalty of double the permit fee will be added to the permit fee for conducting an operation without a permit.
 - 2) A penalty will not be assessed for emergency repair work.]

§ XXX-5. Agencies exempt from fees; exception.

Agencies of the Town of Mansfield and the Mansfield Board of Education are required to comply with the provisions of the Connecticut Fire Safety Code and Connecticut Fire Prevention Code, as amended; but shall not be required to pay any permit fees required under said Fire Safety Code or Fire Prevention Code, any amendment thereto or under any Town ordinance relating thereto.

§ XXX-6. Savings Clause.

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

TABLE 1. Plan Review Fee Schedule

Fire Plan Review (Not Including R-3 Occupancies)	65% of the Building Permit Fee (100% for "Fast Track" Review)
Mechanical Plan Review (Fire Protection Systems)	100% of Building Permit Fee (135% for "Fast Track" Review)
Electrical and all other Mechanical Plan Review	35% of Building Permit Fee (70% for "Fast Track" Review)

Note: Fast track review is an expedited plan review, which will be conducted in one week [five (5) business days] or less.

[Each request for "Fast Track Review" shall be evaluated on a case by case basis. Staff availability and current work load will be determining factors in granting a request for Fast Track Review. If the department is unable to complete the review in five (5) business days due to aforesaid factors, the request for a Fast Track Review will be denied. The applicant is responsible for ensuring that submitted construction plans and specifications are complete and, to the extent possible, code compliant when they are submitted for review.]

Table 2. - These fees apply to multi-family residential (Not Including R-3 Occupancies) and commercial building permits for field inspections, approval and acceptance by the Office of the Fire Marshal.

Certificate of Occupancy Fee Schedule for field inspections, approval and acceptance

Gross Floor Area	Certificate of Occupancy Fee
0 - 10,000 sq. ft.	\$100.00
10,001 - 25,000 sq. ft.	\$200.00
25,001 - 50,000 sq. ft.	\$300.00
50,001 - 100,000 sq. ft.	\$500.00
100,001 - 200,000 sq. ft.	\$750.00
Greater than 200,001 sq. ft.	\$1,000.00
Manufactured Structures Set-Up Fee	\$25.00 per section, with a minimum fee of \$50.00 per permit

(Tables 3 and 4 are new tables – see XXX-2 D Schedule of fees)

Table 3 – Occupancy and Use Permit Fee Schedule. These fees apply to occupancies and operations regulated by the Connecticut Fire Prevention Code.

Permit Requirements		
Operations and Materials	Permit Required	Permit Fee
Aircraft Hangars	For servicing or repairing aircraft	\$ 100.00 per year
Airport Terminal Buildings	For operation	\$ 100.00 per year
Ambulatory Health Care occupancy	To operate a ambulatory health care occupancy	See Permit Fee Table 4
Ammonium Nitrate	For storage	\$ 250.00 per year
Apartment Buildings and Dormitories	To operate an apartment building or dormitory	See Permit Fee Table 4
Automobile Wrecking Yards	To operate automobile wrecking yards	\$ 100.00 per year
Battery System	To operate stationary lead-acid battery systems having an electrolyte capacity of more than 100 gal (379 L) in sprinklered buildings or 50 gal (189 L) in nonsprinklered buildings	\$ 75.00 per year
Business occupancies	To operate a business occupancy	See Permit Fee Table 4
Candles, Open Flames, and Portable Cooking	To use in connection with assembly areas, dining areas of restaurants, or drinking establishments	\$ 30.00 – Single Use \$ 60.00 – Multi-Use
Fairs – No rides	To conduct the events	\$ 50.00 per event
Cellulose Nitrate Film	For storage, handling, or use	\$ 100.00 per year
Cleanrooms	For operation	\$ 150.00 per year
Combustible Material Storage	To store more than 2500 ft ³ (70.8 m ³) gross volume	\$ 250.00 per year
Commercial Rubbish-Handling Operation	To operate	\$ 150.00 per year
Consumer Fireworks (1.4G)	For the sale, on-site handling, manufacture, and storage of consumer fireworks (1.4G)	\$ 150.00 per year
Covered Mall Buildings	Annual requirement for facilities that utilize mall area for exhibits or displays with 4 conditions	\$ 250.00 per year
Cutting and Welding Operation	For operations within a jurisdiction	\$ 30.00 – Single Use \$ 100.00 – Multi-Use
Day-care occupancies	To operate a day-care occupancy	See Permit Fee Table 4

Drycleaning Plants	To engage in business of drycleaning or to change to a more hazardous cleaning solvent	\$ 100.00 per year
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Permit Requirements (continued)

Operations and Materials	Permit Required	Permit Fee
Dust-Producing Operations	To operate a grain elevator, flour mill, starch mill, feed mill, or plant pulverizing aluminum, coal, cocoa, magnesium, spices, or sugar, etc.	\$ 250.00 per year
Educational occupancy	To operate an educational occupancy	See Permit Fee Table 4
Exhibit and Trade Shows	For operation of all exhibits and trade shows held within a jurisdiction	\$ 250.00 per event
Fire Hydrants and Water-Control Valves	To use a fire hydrant or operate a water-control valve intended for fire suppression purposes on private property	\$ 30.00 – Single Use \$ 100.00 – Multi-Use
Flame Effects	Use of flame effects before an audience	\$ 150.00 per event
Health Care facility	To operate a health care occupancy	See Permit Fee Table 4
High-Piled Combustible Storage	To use any building or portion thereof as a high-piled storage area exceeding 500 ft ² (46.45 m ²)	\$ 250.00 per year
Hot Work Operations	For hot work. For additional permit requirements for hot work operations, see 41.1.5	\$ 30.00 – Single Use \$ 100.00 – Multi-Use
Hotels and Bed and Breakfast Establishment	To operate a hotel, motel or bed and breakfast establishment	See Permit Fee Table 4
Industrial occupancies	To operate an industrial occupancy	See Permit Fee Table 4
Industrial Ovens and Furnaces	For operation of industrial ovens and furnaces covered by Chapter 51	\$ 100.00 per year
Liquid- or Gas-Fueled Vehicles	To display, compete, or demonstrate liquid- or gas-fueled vehicles or equipment in assembly buildings	\$ 30.00 – Single Use \$ 60.00 – Multi-Use
Lumberyards and Woodworking Plants	For storage of lumber exceeding 100,000 board ft	\$ 250.00 per year
Membrane Structures, Tents, and Canopies — Permanent	For construction, location, erection, or placement	\$ 100.00 per Structure

Membrane Structures, Tents, and Canopies — Temporary	To operate an air-supported temporary membrane structure or tent having an area in excess of 200 ft ² (18.6 m ²) or a canopy in excess of 400 ft ² (37.2 m ²). <i>Exception: Temporary membrane structures, tents, or canopy structures used exclusively for camping</i>	\$ 50.00 – Single Use \$ 100.00 – Multi-Use
Mercantile occupancies	To operate a mercantile occupancy	See Permit Fee Table 4

Permit Requirements (continued)

Operations and Materials	Permit Required	Permit Fee
Organic Coatings	For operation and maintenance of a facility that manufactures organic coatings	\$ 150.00 per year
Parade Floats	To use a parade float for public performance, presentation, spectacle, entertainment, or parade	\$ 10.00 per Float
Places of Assembly, including Special Amusement Buildings	To operate a place of assembly	See Permit Fee Table 4
Pyrotechnics Before a Proximate Audience	For the display and use of pyrotechnic materials before a proximate audience	\$ 150.00 per Event
Refrigeration Equipment	To operate a mechanical refrigeration unit or system	\$ 50.00 per year
Repair Garages and Service Stations	For operation of service stations and repair garages	\$ 50.00 per year
Residential Board and Care occupancies	To operate a residential board and care occupancy	See Permit Fee Table 4
Rocketry Manufacturing	For the manufacturing of model rocket motors	\$ 250.00 per year
Rooftop Heliports	For operation of a rooftop heliport	\$ 250.00 per year
Special Outdoor Events, Carnivals, and Fairs	For the location and operation of special outdoor events, carnivals, and fairs	\$ 100.00 per Event
Special Structures and High-Rise Buildings	To operate special structures and high-rise buildings	See Permit Fee Table 4
Storage occupancies	To operate a storage occupancy	See Permit Fee Table 4
Tar Kettles	For placement of a tar kettle, permit shall be obtained prior to the placement of a tar kettle	\$ 30.00 – Single Use \$ 100.00 – Multi-Use
Tire-Rebuilding Plants	For operation and maintenance of a tire-rebuilding plant	\$ 150.00 per year
Tire Storage	To use an open area or portion thereof to store tires in excess of 1000 ft ³ (28.3 m ³)	\$ 150.00 per year

Torch-Applied Roofing Operation	For the use of a torch for application of roofing materials	\$ 30.00 – Single Use \$ 100.00 – Multi-Use
Wood Products	To store chips, hogged material, lumber, or plywood in excess of 200 ft ³ (5.7 m ³)	\$ 150.00 per year

- a. Single Use: (Valid - one time - one event - one venue) includes fire permit & fire inspection.
- b. Multi-Use: (Valid - 365 days per one calendar year and at multiple venues if configuration/process does not change) includes fire permit & fire inspection.

Permit Fee

Table 4 – These fees apply to occupancies and operations regulated by the Connecticut Fire Prevention Code (see Table 3).

Gross Floor Area	Group 1	Group 2	Group 3	Group 4
	Annual Renewal Use and Occupancy Classifications: A-1, A-2, E, H-1, I-1 & R (Not Including R-3 Occupancies)	Biannual Renewal Use and Occupancy Classifications: A-3, H-2, I-2 I-3, I-4, B-Medical & B-College	Triennial Renewal Use and Occupancy Classifications: B, H-3, M, S-1, A-4 & A-5	Quadrennial Renewal Use and Occupancy Classifications: F-1, F-2, H-4, H-5, S-2 & U
0 - 3,000 sq. ft.	\$60	\$60	\$60	\$60
3,001 - 5,000 sq. ft.	\$95	\$95	\$95	\$95
5,001 - 7,500 sq. ft.	\$125	\$125	\$125	\$125
7,501 - 10,000 sq. ft.	\$135	\$135	\$135	\$135
10,001 - 12,500 sq. ft.	\$150	\$150	\$150	\$150
12,501 - 15,000 sq. ft.	\$170	\$170	\$170	\$170
15,001 - 17,500 sq. ft.	\$180	\$180	\$180	\$180
17,501 - 20,000 sq. ft.	\$190	\$190	\$190	\$190
20,001 - 30,000 sq. ft.	\$205	\$205	\$205	\$205
30,001 - 40,000 sq. ft.	\$230	\$230	\$230	\$230
40,001 - 50,000 sq. ft.	\$245	\$245	\$245	\$245
50,001 - 60,000 sq. ft.	\$260	\$260	\$260	\$260

Gross Floor Area	Group 1	Group 2	Group 3	Group 4
	Annual Renewal Use and Occupancy Classifications: A-1, A-2, E, H-1, I-1 & R (Not Including R-3 Occupancies)	Biannual Renewal Use and Occupancy Classifications: A-3, H-2, I-3, I-4, B-Medical & B-College	Triennial Renewal Use and Occupancy Classifications: B, H-3, M, S-1, A-4 & A-5	Quadrennial Renewal Use and Occupancy Classifications: F-1, F-2, H-4, H-5, S-2 & U
60,001 - 70,000 sq. ft.	\$275	\$275	\$275	\$275
70,001 - 100,000 sq. ft.	\$285	\$285	\$285	\$285
100,001 - 150,000 sq. ft.	\$305	\$305	\$305	\$305
150,001 - 200,000 sq. ft.	\$340	\$340	\$340	\$340
Over 200,000 sq. ft.	\$415	\$415	\$415	\$415

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant to the Town Manager
Date: July 12, 2010
Re: Community/Campus Relations

Subject Matter/Background

Attached please find a copy of the University of Connecticut's guest policy as requested by Town Council.

At the last meeting the Council also asked for breakdown between owner-occupied and rental properties included in the previously-distributed tabulation of quality of life violations. Staff has clarified that of the total of 145 properties listed, five or 3.4 percent of the total, are owner-occupied residences.

Attachments

- 1) University of CT Guest Policy

Sara-Ann Chainé

From: Hudd-Trotter, Ashley [ashley.hudd-trotter@uconn.edu]
Sent: Tuesday, July 06, 2010 10:30 AM
To: Sara-Ann Chainé
Subject: UConn Guest Policy

Attachments: housing_contract_2010-2011_05-05-2010.pdf

Sara Ann,

Attached is the UConn Residential Life 2010-2011 Draft of the Housing Contract. If you go to page 8 of the PDF you will find the information that I have also provided below. Please let me know if you have any other questions!

K.1. Guests: General Policies (applicable to all residential areas) - Anyone not assigned to the specific room/suite/apartment/house is considered a guest. All guests must be escorted through the building by the resident host. Residents are expected to take reasonable action to prevent guests from violating University policies. Residents may be held accountable for behaviors and/or damages caused by the resident's guests. Residents should consult with the roommates/suitemates/apartmentmates/housemates when inviting guests. Residents must strictly respect the privacy of all fellow residents and fellow residents' right to normal use of their assigned facilities. In locations where single-gender restrooms exist, guests of the opposite gender are required to use authorized facilities that are located on the respective floors or in public areas. Guests must be able to identify whom they are visiting and provide a picture ID and shall not be left in the room unattended. University staff members may require guests to leave the premises, as well as to deny any residential student the privilege of hosting guests. During special events/periods of time, the University may further limit the number of guests allowed in on-campus housing.

K.2. Guests: Overnight Guests - Any guest who remains in on-campus housing past 12:00 am is considered an Overnight Guest. Overnight Guests must be registered with the staff and obtain an Overnight Guest pass, which must be carried at all times and be presented to staff upon request. No resident will be allowed more than two overnight guests at one time. Any Overnight Guest requires the approval of the roommate(s). No Overnight Guest may stay more than three (3) consecutive days without the permission of the roommate and the Hall Director or Community Director. No individual may stay as an Overnight Guest in on-campus housing for more than 15 days total in a given semester. Persons who have been removed from on-campus housing for any reason may not return as Overnight Guests following their removal.

K.3. Guests: Maximum Occupancy (applicable to all residential areas except Husky Village) - No more than two (2) guests per one (1) resident (who is present) are permitted in a student room/suite/apartment at any given time unless otherwise approved by the University (Residential Life). In Husky Village, the Chapter may have no more than 15 guests on the premises at one time unless otherwise approved by the University (Residential Life).

K.4. Guests: Social Gatherings - It is prohibited to publicize/advertise social gatherings or parties to the campus community. The resident host must be in attendance at the social gathering. Should a resident host determine that guests at the gathering are not in compliance with University policies, the resident host is responsible for contacting University staff for assistance.

Thank you,

Ashley Hudd-Trotter

Ashley Hudd-Trotter
Off-Campus Student Services
Office of Student Services and Advocacy
University of Connecticut
Wilbur Cross Rm. 203
233 Glenbrook Road Unit 4062
Storrs, Ct. 06269-4062

Office: (860)486-3426
Fax: (860)486-1972
www.offcampus.uconn.edu



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Division of Student Affairs
One Division. Multiple Services. Students First.

The 2010-2011 On-Campus Housing Contract

University of Connecticut • Division of Student Affairs • Department of Residential Life • 233 Glenbrook Rd • Unit 4022
Wilbur Cross Building Room 201 • Storrs, CT 06269-4022 • (860) 486-3430 phone • (860) 486-6191 fax
www.reslife.uconn.edu • livingoncampus@uconn.edu

1. Parties - This Contract is made by, and between, the University of Connecticut (also referred to as the University), and the student (referred to as The Resident). The University and The Resident, in consideration of the terms and conditions stated in this document, do hereby agree to abide by this contract.

2. Definitions - The following definitions apply to *The 2010-2011 On-Campus Housing Contract*:

A. Campus Change: Process by which a student is approved to change from one UConn campus to another UConn campus (either regional or Storrs).

B. Campus Change Student: Student who has been approved to change from a UConn regional campus to the Storrs campus or from the Storrs campus to a regional campus.

C. Communication: The University uses an electronic mail system (HuskyMail) as the official and preferred method of communication. It is strongly recommended that students do not forward their HuskyMail to another e-mail system. Residential Life cannot be responsible for e-mail messages that are not received by students. Residential Life will notify residents of changes with 2 days notice of the modification by means of a HuskyMail message and by posting the new information on the Residential Life web page (www.reslife.uconn.edu).

D. Commuter: Students who attend the Storrs campus and do not live in on-campus housing.

E. Housing Lottery: Process used by Residential Life when demand exceeds supply to determine which continuing students will be eligible to participate in the Online Housing Selection Process. Students whose lottery number makes them ineligible for the Online Housing Selection Process are placed on the waiting list and are not guaranteed on-campus housing.

F. Online Housing Selection Process: Spring semester process during which continuing students select their housing assignment for the following academic year. Students on the waiting list (refer to section 11) and newly admitted students are not eligible to participate in this process.

G. Returning Resident: Current Storrs student who lives on-campus and is returning to live on-campus for the following semester or academic year.

H. Transfer Student: Student who has been admitted to the Storrs campus from an institution other than UConn.

I. University Sponsored Off-Campus Program: Academic program for which a student receives UConn course credit and is outside a reasonable commuting distance to the Storrs campus. Programs include Study Abroad, internships, Co-op, student teaching, Urban Semester, etc.

3. Contract Eligibility -

A. Any student who is enrolled at the Storrs campus of the University of Connecticut may enter into this contract. Priority is given to full-time degree seeking students. Residents that change from full-time status to another status during the contract period are not relieved of their responsibilities under this contract.

A.1. On-Campus Apartments: In general, incoming new freshmen are not eligible to live in on-campus apartments during their first year in on-campus housing.

A.2. Husky Village: Continuing residents eligible to live in Husky Village include any active member of a social Greek lettered organization approved to live in Husky Village, and is a full-time degree seeking student enrolled at the Storrs campus. The prospective resident must be a member of a social Greek organization before moving into the house. Incoming new freshmen are not eligible to live in Husky Village during their first year in on-campus housing.

B. Students who have an outstanding balance (or Bursar Hold) relative to their fee bill may be prevented from participating in any housing process, including but not limited to, housing selection, or Moves to Vacancies. The University reserves the right to deny residency to any student with an outstanding fee balance or Bursar Hold.

C. Students who have lived on-campus for eight or more semesters, who apply for on-campus housing, are automatically placed on the waiting list. Semesters lived on campus are cumulative, including undergraduate and graduate/post-baccalaureate work. The only exceptions to this rule are for those students who are guaranteed housing.

D. Beginning with the Fall 2009 semester, new graduate students will be eligible for four semesters of on-campus housing. Residents with four semesters of graduate housing will be automatically placed on the waiting list if they apply for housing.

E. Continuing students must meet specified University deadlines to continue residence.

F. Readmitted, non-degree, non-credit, students enrolled exclusively in online courses, commuter and campus change students who have previously lived on-campus are not guaranteed housing. Submitting a housing application places these students on the waiting list.

G. Students who decline housing forfeit any guarantees for future on-campus housing.

H. This contract may not be transferred or reassigned. This includes subletting.

I. Providing false or misleading information may constitute grounds for the University to terminate this contract.

4. Duration of Contract & Dates of Occupancy -

A. This contract is effective upon application for on-campus housing. It is binding for the entire academic year or that portion of the academic year remaining at the time of occupancy. Failure to officially check-in does not release a student from the financial obligations for on-campus housing. Similarly, not returning midyear does not release a student from the remainder of the Contract. The Resident, except under the conditions listed under Contract Cancellation and Contract Release, cannot terminate this housing contract (refer to sections 14 and 15).

A.1. Traditional Residence Halls & Suites: The occupancy period for returning residents begins on August 28, 2010 and ends on December 20, 2010 for the Fall 2010 semester. The occupancy period for new students begins on August 27, 2010 and concludes on December 20, 2010 for the Fall 2010 semester. For the Spring 2011 semester, the occupancy period for both new and returning students begins on January 16, 2011 and concludes on May 8, 2011.

A.2. McMahon Residence Halls: The occupancy period for returning residents begins on August 28, 2010 and concludes on May 8, 2011. The occupancy period for new students begins on August 27, 2010 and concludes on May 8, 2011. An additional fee is assessed for students who remain in McMahon during Winter Recess.

A.3. Mansfield Apartments: The occupancy period for returning residents begins on August 28, 2010 and concludes on May 8, 2011. The occupancy period for new students begins on August 27, 2010 and concludes on May 8, 2011.

A.4. Charter Oak & Hilltop Apartments: The occupancy period begins on August 28, 2010 and concludes on May 31, 2011.

A.5. Husky Village: The occupancy period is nine-months, beginning on August 20, 2010 and concluding on May 14, 2011.

A.6. Graduate Residences & Northwood Apartments (Single Graduate Residents Only): The occupancy period begins on August 13, 2010 and concludes on May 14, 2011.

A.7. Graduate Students in Hilltop Apartments: The occupancy period begins on August 13, 2010 and concludes on May 31, 2011.

B. On-campus housing outside the established occupancy periods, including bridging, is not guaranteed.

C. Residents agree to vacate their assigned room and officially check-out by the date/time the residence halls close or within 24-hours upon:

- Loss of status as an enrolled student
- Failure to register for credit course work by the 10th day of classes
- After their last exam

D. When a student is removed from housing as a result of disciplinary action the contract is terminated and no room or board fees will be refunded. Students who are removed from housing can reapply for on-campus housing after the end of the sanctioned removal period. Applying for housing at that time places the student on the waiting list.

5. The University Agrees -

A. The University will provide a room accommodation to The Resident for a period of one academic year (fall and spring semesters) exclusive of the Winter Recess period unless The Resident is assigned to a facility that remains open during this time. Services provided by the University, including access to the assigned building and room, begin on the designated check-in dates for the specific area.

B. The University will provide staff in accordance with University policy, which will help facilitate a living experience, which complements the academic mission of the University.

C. Exclusive of unanticipated weather events and building system failures that may disrupt service, the University will provide adequate light, heat, electricity, hot water and telecommunication services (i.e., video, internet connection, voicemail and telephone connection, without the actual telephone set) to residents using all available resources. Student rooms shall be furnished with a bed, mattress, desk, desk chair and wardrobe/closet space.

C.1. Charter Oak & Hilltop Apartments: The common area space includes living room furniture, dining room table with chairs, kitchen appliances, washing machine, and dryer.

C.2. Husky Village: The common area space includes living room furniture, office furniture in the chapter office, and kitchen appliances.

C.3. Mansfield & Northwood Apartments (Undergraduates and Single Graduate Residents Only): The common area space includes living room furniture, dining room table with chairs, and kitchen appliances.

6. The Resident Agrees -

The Resident agrees to pay all fees specified, to observe all rules and regulations of the University of Connecticut and to abide by the *Responsibilities of Community Life: The Student Code*, this contract and any addendum, as well as other University publications/policies. Failure to fulfill the terms of the above may lead to termination of this contract, removal from on-campus housing, and a review of the individual's status as a student at the University of Connecticut.

7. Rates and Payments -

The room and board fees have been approved by the Board of Trustees; however, the University reserves the right to make adjustments as deemed necessary and appropriate in the sole discretion of the Vice President for Student Affairs or designee, at any time during the term of this agreement (refer to #23). Any adjustment will be communicated in writing to the student by means of HuskyMail.

A. For new freshmen and transfer students, the University presently requires a \$150.00 "University Admission Acceptance Fee", once paid; the prospective resident has access to the housing application.

B. Students assigned a room through the Online Housing Selection Process (including assignments made by Residential Life staff) will be required to pay a \$300 non-refundable Room Reservation Fee for 2010-2011 on-campus housing.

C. New graduate students requesting on-campus housing must pay a \$140.00 non-refundable housing deposit due by the designated application deadline for the semester that they are admitted.

D. Residential area rates and board charges are payable when the fee bill is due to the University (usually by August 1 for the fall semester and January 1 for the spring semester). Assignments may be cancelled by the University if the balance is not paid by the stipulated due date or if alternate payment arrangements have not been approved by the University Bursar's Office.

E. No refunds will be made to an enrolled resident who occupies an assignment unless the student has been officially released from *The 2010-2011 On-Campus Housing Contract*. Refunds will be based upon the University's refund schedule. Returning keys to University staff does not constitute the approval of a release from the contract.

F. Room and board fees are not refunded to residents removed from on-campus housing for disciplinary reasons.

G. Parking is not included in residence hall fees. Parking permits for any and all areas of campus must be applied for and purchased at Parking Services.

H. An additional fee may be assessed for housing that is provided outside of the regular contract period (i.e. early arrivals, Winter Recess, etc.).

8. Room Assignment -

A. The University does not discriminate on the basis of race, sex, age, ability, veteran status, religion, sexual orientation, or national origin.

B. Room assignments for new students are made by Residential Life staff. Roommates are matched according to the personal preference information submitted on the housing application.

C. Name and contact information may be given out; it is considered public information unless The Resident fills out a "Request to Restrict Disclosure of Directory Information" form available in the Office of the Registrar. "Directory Information" includes: the student's name; University-assigned identifiers (PeopleSoft number and NetID); date of birth; addresses; telephone number; school or college; major field of study; degree sought; expected date of completion of degree requirements and graduation; degrees, honors, and awards received; dates of attendance; full or part time enrollment status; the previous educational agency or institution attended; class rosters; participation in officially recognized activities and sports; weight and height of athletic team members. (Taken from the institutional FERPA policy)

D. Students who wish to block their housing assignment and email address from appearing in the UConn Phonebook may do so by entering MyHousing (www.myhousing.reslife.uconn.edu) and submit their preference under "Personal Preferences". Students must update this field each semester.

E. The University reserves the right to change a student's housing assignment when deemed necessary.

F. The University reserves the right to consolidate vacancies at any time including during housing selection, or prior to the beginning of a semester.

G. No guarantee is made concerning the number of occupants in a room. If a vacancy occurs in a room, the remaining student(s) in that room must be prepared to accept a new occupant; failure to comply may result in disciplinary action.

H. Connecticut State Law requires that any student residing in on-campus housing be vaccinated against meningitis as a condition for living in the University's residence halls and apartments. Proof of vaccination must be provided on the student's Health History Form prior to occupying a room on-campus during the academic year.

I. Occupancy of any room is limited to the resident(s) assigned to that room. A resident who has contracted with the University for on-campus housing may not sublet, loan, assign, or transfer the contract to another person. Only contracted residents may occupy the room/apartment. Residents in Northwood Family Housing units must abide by the occupancy regulation described in *The 2010-2011 On-Campus Housing Contract - Addendum for Northwood Apartments Family Housing*.

J. All moves must be authorized by appropriate University staff. Unauthorized moves may result in the loss of the room change privilege and/or disciplinary action. Students may not move out of or into Husky Village without authorization of both the appropriate University staff and the organization's President or House Manager.

K. After the first day of classes each semester, residents cannot move from Husky Village to other residential areas of campus, and residents from other residential areas of campus cannot move into Husky Village.

9. Room Reservation Fee

A. Beginning with 2010-2011 academic year housing, a \$300 non-refundable Room Reservation Fee will be instituted as an occupancy management tool.

B. Undergraduate Students assigned a room through the Online Housing Selection Process (including assignments made by Residential Life staff) will be required to pay a \$300 non-refundable Room Reservation Fee for 2010-2011 on-campus housing.

C. The following undergraduate students are exempt from paying the Room Reservation Fee:

- Current students who receive a full scholarship (tuition, room and board) to the University
- Current students who are Pell Grant eligible
- Students hired as Resident Assistants (RAs) for Fall 2010 (students should still pay the fee if hiring decisions have not been made prior to the payment deadline)
- Undergraduate residents in Northwood family housing
- Newly admitted students for the Fall 2010 semester (new freshmen, transfers)
- Students on the waiting list for housing

D. The following undergraduate students are eligible to receive a refund of the Room Reservation Fee:

- Students academically dismissed from the University
- Students hired as Resident Assistants (RAs) for Fall 2010
- Students participating in a UConn sponsored off-campus program (i.e., Co-op, Study Abroad, internship).
- Students required to leave UConn on military orders

10. Housing Selection Policies -

A. Continuing students must meet specified University deadlines to retain eligibility for future on-campus housing. Students who have non-degree or non-credit status are not eligible to participate in housing selection and will be automatically placed on the waiting list if they apply for on-campus housing.

B. Housing selection times are non-transferable. Continuing students who are eligible to participate in the 2011-2012 Online Housing Selection Process cannot transfer/sell their eligibility to any other student.

C. Should the demand for on-campus housing exceed the number of spaces available for returning residents, a lottery system will be used to determine which students will receive housing. Lottery numbers are non-transferrable.

C.2. Resident students who have lived on campus three (3) or more semesters are subject to a housing lottery if one is implemented in the Spring 2011 semester for the 2011-2012 Online Housing Selection process. Partial semesters, including the current semester, will be included in this count.

C.3. The following students are exempt from a housing lottery, if one is implemented, in the Spring 2011 semester for the 2011-2012 Online Housing Selection process:

- Resident students who have lived on-campus fewer than three (3) semesters. Partial semesters, including the current semester will be included in this count.
- Resident students who receive full (tuition, fees, room, and board) University funded scholarships.
- Resident students identified by the Honors Program as University Scholars.
- Resident students with documented disabilities that require an on-campus accommodation, as determined by the Center for Students with Disabilities.
- Students returning in Fall 2011 from a University sponsored off-campus program such as Study Abroad, Co-op, or National Student Exchange.

11. Waiting List -

Students who are not guaranteed on-campus housing are automatically placed on the waiting list upon submission of the housing application. Offers of on-campus housing are made on a space available basis. The students listed below will be placed on the on-campus housing waiting list if they submit a housing application. This list is inclusive of, but not limited to:

- Current residents who submit the housing application after the stated deadline
- Campus Change students who have previously lived on-campus at Storrs, or who have missed any Residential Life or campus change approval deadlines
- Commuter students
- Readmitted students
- Students ineligible for housing selection due to their lottery number
- Undergraduate students who have lived on-campus for eight or more semesters
- Graduate students who entered Fall 2009 or after who have lived on-campus for four semesters
- Newly admitted students who submit the housing application after the stated deadline
- Students who declined guaranteed housing or did not apply for housing when they first attended the Storrs campus
- Non-degree or non-credit students

12. Apartment Bridging Contracts for Charter Oak, Hilltop & Northwood Apartments -

Students returning to the same apartment for a consecutive contract period and who are enrolled in summer classes or participating in a UConn sponsored activity or program may request to enter into a short-term "bridge" contract to remain in residence in their assigned apartments for the period between the end of the 2010-2011 Contract to the beginning of the 2011-2012 Contract. Approval of a request for a bridge contract is not automatic. All of the listed criteria and check-in/check-out procedures must be met (pre-inspection will be required.)

- Apartment requires no significant maintenance, repair, or cleaning based on the Maintenance Inspection.
- The apartment has consistently passed health and safety inspections during the 2010-2011 contract period.
- Student is returning to the same Charter Oak, Hilltop or Northwood Apartment for the 2011-2012 contract period.

Review of bridge contract requests will take place after the Bridging Request has been submitted and students will be notified if the Contract is approved or denied prior to the end of the 2010-2011 contract period.

13. Dining Options -

The board fees have been approved by the Board of Trustees; however, the University reserves the right to make adjustments as appropriate, at any time during the term of this agreement. Any adjustment will be communicated in writing to the student by means of HuskyMail.

- A. All students residing in non-apartment spaces are required to purchase a resident meal plan. Students residing in apartments or graduate students assigned to the Graduate Residences may purchase any meal plan including options available to commuters.
- B. A meal plan is not transferable. The Resident named on the University ID card must present the card in order to obtain meals or other food. The card may not be used by another individual and may be confiscated for improper use which could result in disciplinary action.
- C. Changing a meal plan: once the academic year begins, a selected meal plan may be changed only during the first three weeks of the semester. Please visit www.dining.uconn.edu for the exact date. To change a meal plan, contact Dining Services at (860) 486-3128.
- D. Vegetarian meal alternatives are offered at all meals. Kosher and Halal options are available at Gelfenbein Commons.
- E. Residents who require a special diet should contact the Dining Services manager at the dining location the resident frequents. Depending upon the nature of their needs, an additional charge may be required.
- F. Any person eating in the dining halls is responsible for "bussing" any dishes to the proper drop station in all dining facilities.
- G. Food items are to be consumed in the dining rooms. Exceptions such as ice cream, a piece of fruit, a pastry and a beverage may be taken from the dining facility.
- H. Students are responsible for their book bags and laptop computers. Dining Services does not allow backpacks etc. within the dining area and is not responsible for stolen items. Students may use the lockers that are available if needed. Alternatively, students may check in their bag by filling out a baggage ID tag. Keep the receipt. Upon returning to collect their belongings, the student must show their photo ID and receipt.

14. Contract Cancellation -

- A. The \$300 non-refundable Room Reservation Fee is forfeited upon cancellation of the contract. The reservation fee will be credited towards cancellation fees if applicable. Students who withdraw from the university or change to a regional campus will forfeit the reservation fee but will not be subject to the cancellation fee schedule.
- B. A returning resident who retains Fall 2010 Storrs enrollment and cancels housing is subject to the following cancellation fee schedule:

Cancellation Penalty Schedule					
	Cancellations Received By May 31 st	Cancellations Received Between June 1 st -30 th	Cancellations Received Between July 1 st -31 st	Cancellations Received Between August 1 st - First Day of Classes	Contract Release Requests Received After First Day of Classes
Student Who Paid Reservation Fee	\$300	25% of Rate 1	50% of Rate 1	100% of Rate 1	Contract Release Policy in Effect
Student Exempt from Reservation Fee	\$0				

- C. Newly admitted students and new spring residents have until the first day of classes to cancel housing without penalty. After the first day of classes, the contract release policy goes into effect.
- D. Students released from the contract or who cancel their housing are not guaranteed on-campus housing in the future, and will be automatically placed on the waiting list if they apply for on-campus housing.

15. Contract Release -

- A. The Resident can request release from the contract, but such releases are subject to the approval of the Director of Housing Services or their designee. All requests to terminate the contract must be submitted in writing by completing a "Request for Release from On-Campus Housing". Forms are available in Residential Life, Wilbur Cross 2nd floor. A release will be granted only when it has been determined that circumstances are substantially different from the time the contract went into effect. Such releases will be considered for the following reasons:
 - A.1. Academic withdrawal or dismissal from the University, verified through the PeopleSoft System. Refunds are based on the University Refund Schedule. Students who applied for and were assigned to on-campus housing but withdraw from the University will be given 24-hours from the effective withdrawal date to officially check-out of the residential assignment. After this 24-hour-period, students will be charged a daily housing rate until The Resident has officially checked out of the halls.
 - A.2. December Graduates (Refer to Letter E).

- A.3. Affiliation with University of Connecticut programs that are outside a reasonable commuting distance from campus (e.g., Study Abroad, internships, Co-op, student teaching).
- A.4. Extreme, unanticipated financial hardship not present or known at the onset of the Contract.
- A.5. Serious medical or health problems that cannot be accommodated successfully in any on-campus living option.
- A.6. Husky Village contract releases must also be approved by the organization as this may result in a financial burden to the fraternity/sorority. A release approved from an organization, may result in The Resident being reassigned elsewhere on-campus.

B. Supporting documentation must be submitted with the "Request for Release from On-Campus Housing" form. A release will only be granted if it is determined that the situation cannot be relieved by relocating the student to other on-campus housing.

C. Reducing course load from full-time to part-time does not automatically constitute grounds for release from this contract.

D. Residents who retain enrollment, yet move out of an on-campus housing assignment without having been approved for a contract release are liable for all room and dining fees remaining on the student fee bill. Returning keys to University staff does not constitute the approval of a release from *The 2010-2011 On-Campus Housing Contract*.

E. Students who are released from *The 2010-2011 On-Campus Housing Contract* at the end of the fall semester must move out of their on-campus assignment by the designated closing time on fall graduation day and are not entitled to a refund of any portion of the fall housing fees.

F. Students released from *The 2010-2011 On-Campus Housing Contract* are not guaranteed on-campus housing in the future, and will be automatically placed on the waiting list if they apply for on-campus housing.

16. Liability/Responsibility for Personal Property -

The University assumes no legal obligation for damage, theft, or loss of personal property. The Resident is responsible for protecting and securing any personal property located within any on-campus assignment and is encouraged to obtain appropriate insurance.

17. Damages and Upkeep of Facilities -

A. The Resident is expected to reasonably maintain the assigned living space and common areas relative to order, cleanliness, and safety. The Resident will be held financially accountable for the repair or replacement cost of any damage to the living space or furnishings therein, and may be subject to disciplinary action. When two (2) or more residents occupy the same room/apartment and responsibility cannot be ascertained, the damage charge will be assessed equally among the residents.

B. Writing on doors is prohibited. If damages to the exterior surface of a room door occur due to vandalism, The Resident(s) must inform a hall staff member of the incident within 24-hours. This will enable The Resident to contest responsibility for the charges.

C. The Resident agrees that no alterations, repairs, or modifications will be made to the permanent structure and fixtures of the room, including but not limited to: walls, doors, furniture, bathroom facilities, windows, and other equipment in the room. Painting of rooms, apartments or any common area is prohibited.

D. The Resident assumes responsibility for the daily care and cleaning of the room/apartment and its furnishings, and for maintaining acceptable sanitation and safety conditions. Periodic cleanliness inspections will be made.

E. The Resident agrees not to duplicate any issued keys. If a key is lost, The Resident agrees to immediately notify the Hall Director and to pay charges associated with key and lock core replacement. The Resident is not permitted to borrow keys that have not been assigned to them by the University or to give their keys to other individuals.

F. The Resident is allowed two requests for lock outs without charge by contacting "The Front Desk". On the third and subsequent request the Resident will be assessed \$25 for each lockout during a contract year. For billing purposes a "contract year" is measured from the date the resident checks into housing and includes breaks, intersessions and summer school.

G. The Resident agrees to keep all maintenance closets and panels accessible at all times.

18. Check-In and Check-Out -

A. Specific check-in information will be provided to all resident students via the Residential Life website (www.reslife.uconn.edu). A resident checking-in after the stated arrival period, must notify the University (Residential Life) prior to the stated check-in time.

B. Each resident is given a room key and electronic card access through their ID card or a key to the outside/foyer door. Residents who lose their room key, or fail to return keys upon vacating the room, will be charged accordingly.

C. Residents who fail to check out of the room with a staff member upon vacating that room forfeit the opportunity to contest room damages.

D. Residents who owe an outstanding balance on their student fee bill and/or who have not submitted verification of their meningitis vaccination may not be allowed to check into on-campus housing. Residents who have not officially checked-in to their on-campus housing assignment cannot occupy any on-campus space in any capacity.

E. Residents granted a contract release must follow check-out procedures and must remove all belongings. Failure to do so may result in a reduction of

refund if one is due, or may result in additional housing charges.

F. Student belongings, left in the residential facilities at the end of the contract term, will be immediately disposed of which may result in a cleaning charge.

19. Room Entry/Inspection -

The University will strive to respect the privacy of The Resident. A goal of the University is to preserve the health and safety of The Resident while maintaining an environment that facilitates safety and scholarship. At times it may be necessary for the University to enter a student's room, or for University staff to escort non-University personnel to an apartment or residence hall room. Reasonable efforts shall be made to notify The Resident(s) in advance of any entry. Staff members will not enter a student's room without consent of a resident except as follows: (a) repairs, maintenance, building systems and building support inspections, facility improvements; (b) recovery of University/State-owned property not authorized for use in the assigned space; (c) fire, health and safety, and cleanliness inspections made periodically, as well as at hall closing/vacation periods; (d) when there is reliable information that an emergency exists (including but not limited to fire, accidents, sickness, or danger to the health and welfare of residents); and (e) when there is reliable information that a University policy is being violated. The University reserves the right to remove any items not in conformity with its policies.

20. Lead Paint -

Housing built before 1978 may contain lead-based paint. Lead from paint, chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling as required by U.S. Law. At the University of Connecticut, Mansfield Apartments, Northwood Apartments, and other apartments in various residence halls were constructed prior to 1978. In compliance with this act this is to inform The Resident that the University has no knowledge of the presence of lead-based paint or lead-based hazards in these apartments.

21. Rules and Regulations -

The policies for on-campus housing are designed to protect the resident within an environment that promotes personal and academic achievement. In addition to the expectations of the Student Code, the following policies, procedures, and guidelines are designed to enhance the residential community:

A. Alcohol:

A.1. Alcohol: General Policies - Providing alcohol to a minor is prohibited. Behavior which is potentially harmful to oneself or others or which disturbs the learning and/or living environment at the University because of the use, sale, service or possession of alcohol is prohibited. Guests are prohibited from bringing alcohol into any on-campus housing. Open containers and/or consumption of alcohol in public areas (bathrooms, hallways, lounges, outside, stairs etc.) are prohibited. The abuse of alcohol as well as public intoxication, regardless of age or where it was consumed, is a violation of this contract.

A.2. Alcohol: Excessive Amounts - Any one (1) resident age 21 or older cannot possess more than one 12 pack of beer, or 1 liter of wine, or 1 liter of liquor (80 proof maximum) in their room or apartment at one time. For example, in a double room or apartment (where two (2) residents are present and both are age 21 or older), the maximum quantity of alcohol allowed is a 24 pack of beer, or 2 liters of wine or 2 liters of liquor (80 proof maximum) in their room or apartment at one time. In a quad room or apartment (where four (4) residents are present and all four (4) are age 21 or older), the maximum quantity of alcohol allowed is a 48 pack of beer, or 4 liters of wine or 4 liters of liquor (80 proof maximum) in the room or apartment at one time. These amounts are restricted to personal use.

A.3. Alcohol: Common Source - Alcohol containers and paraphernalia (beer balls, tables used for beer pong, funnels, kegs, games or other items that promote the consumption of alcohol, etc.) are prohibited and may be disposed of or confiscated.

A.4. Alcohol: Underage Residents - Possession and/or consumption of alcoholic beverages is prohibited by residents who are under the age of 21. The possession or presence of empty alcohol containers where all residents are under the age of 21 may be viewed as evidence of possession or consumption of alcoholic beverages.

B. Appliances:

B.1. Appliances: Student Rooms - UL approved appliances such as coffee makers, popcorn poppers, and microwave ovens of 700 watts or less are permitted for use in student rooms, and must be plugged directly into the wall. Any open elements, such as toaster ovens, George Foreman Grills, toasters, electric frying pans, etc. are not permitted for usage in students rooms. Refrigerators (120 volts, 2 amps) are permitted and must be UL approved, equipped with a three-prong rounded (grounded) plug, 36 inches in height or less, and must be maintained in a safe and sanitary condition. Refrigerators should not be stored in freestanding wardrobes. UL approved appliances are limited to one per room. Halogen and incandescent lamps, as well as plastic lamp shades are not permitted. Use or possession of open flame appliances is prohibited in all on-campus housing. Heaters, air conditioners and ceiling fans that are not provided and/or approved through the University (Residential Life) are not permitted.

B.2. Appliances: Charter Oak, Hilltop, Mansfield & Northwood Apartments, Husky Village, and Graduate Residences - Within the kitchen area only, UL approved appliances such as coffee makers, popcorn poppers, toasters, toaster oven, hot plates, electric grills/skillets, George Foreman Grills, microwave ovens, crock-pots, rice cookers, vegetable steamers, etc. are permitted and must be plugged directly into the wall. Halogen and incandescent lamps, as well as plastic lamp shades are not permitted. Use or possession of open flame appliances is prohibited in all on-campus housing. Heaters, air conditioners and ceiling fans that are not provided and/or approved through the University (Residential Life) are not permitted.

C. Commercial Enterprises: Conducting any business or commercial enterprise is prohibited in on-campus housing.

D. Data Connectivity: Residents must abide by the internet usage policies of the University when using internet connections in on-campus housing.

E. Drugs: The unauthorized use, possession, sale, and/or distribution of controlled substances including narcotics and illegal drugs, as defined by university

policy, state and federal laws, are prohibited. Drugs or drug-related paraphernalia is prohibited and may be confiscated and used as evidence.

F. Egress: Direct egress from the rooms, hallways, or stairwells may not be blocked. Student rooms should be arranged to permit direct access from all areas to the doorway. Obstructions like carpet, behind the door shoe racks or furniture should not deter egress from room or prevent the door from latching.

G. Fire Safety:

G.1. Fire Safety: Candles/incense – Candles and/or incense are prohibited in all on-campus housing. Residents found responsible for burning candles and/or incense may be removed from on-campus housing.

G.2. Fire Safety: Combustibles - Combustibles, flammable liquids and substances of any type (e.g., fuel, kerosene, propane, oil, open paints/thinners, Sterno, charcoal) are prohibited. Charcoal or gas stoves (e.g. Coleman stoves, Hibachis) and/or lamps, gasoline motors of any type, including motorcycles and mopeds are prohibited. Art students (and others engaged in art projects) may retain small quantities of materials necessary for their work, providing these are kept safely in a small metal box.

G.3. Fire Safety: Failure to Evacuate - Immediate evacuation when an alarm sounds is mandatory and re-entry into a building before an alarm is silenced or staff authorization is given is prohibited.

G.4. Fire Safety: Fire Safety Equipment - Arson, the setting of fire, tampering with, or misuse of fire safety equipment (including automatic door closures, smoke detectors, sprinkler heads, fire-alarm systems, fire-fighting equipment, or building security systems) is prohibited and illegal, including the covering or removal of smoke detectors.

G.5. Fire Safety: Other Fire Hazards - Tapestries and/or room decorations affixed to or suspended from the ceiling are prohibited. The use of extension cords or multi-receptacle outlets with the exception of UL listed power strips with surge protectors is prohibited. UL listed power strips must be plugged directly into the wall. Storing items, including bicycles, in stairwell & hallway areas is prohibited.

H. Firearms, Weapons and Dangerous Devices: The possession of firearms, ammunition, and any weapons including but not limited to knives, bows, guns, BB guns, paint ball guns, soft air guns, slingshots, and launching devices, is prohibited in on-campus housing. This also extends to any projectile objects, firecrackers, gunpowder and other explosive or potentially dangerous objects.

I. Furniture: Misuse of University property, including possession of common area furniture in on-campus housing is prohibited and may result in a minimum charge of \$25.00 to return the property. Resident(s)/Chapter(s) shall maintain the University's furniture in the condition it was received, reasonable wear and tear accepted, throughout the duration of this contract. Room furniture must be assembled in a safe manner according to the manufacturer's design. Resident(s)/Chapter(s) shall neither disassemble nor remove any furniture or fixture provided with the room/suite/apartment/house. Oversized and/or heavy furniture, including, but not limited to, homemade lofts, bars, tables, water-filled furniture, and waterbeds, are prohibited. Furniture, equipment, or decorative items may not be removed from the community center, lounges, or other public areas without the written permission of the University (Residential Life). Furniture may not be placed in hallways or stairwells. The use of temporary and/or permanent hot tubs is prohibited. University furniture must remain in its designated location and may not be removed. Direct egress from the rooms, hallways, or stairwells may not be blocked.

J. Gambling: Gambling is prohibited in on-campus housing.

K. Guests:

K.1. Guests: General Policies (applicable to all residential areas) - Anyone not assigned to the specific room/suite/apartment/house is considered a guest. All guests must be escorted through the building by the resident host. Residents are expected to take reasonable action to prevent guests from violating University policies. Residents may be held accountable for behaviors and/or damages caused by the resident's guests. Residents should consult with the roommates/suitemates/apartmentmates/housemates when inviting guests. Residents must strictly respect the privacy of all fellow residents and fellow residents' right to normal use of their assigned facilities. In locations where single-gender restrooms exist, guests of the opposite gender are required to use authorized facilities that are located on the respective floors or in public areas. Guests must be able to identify whom they are visiting and provide a picture ID and shall not be left in the room unattended. University staff members may require guests to leave the premises, as well as to deny any residential student the privilege of hosting guests. During special events/periods of time, the University may further limit the number of guests allowed in on-campus housing.

K.2. Guests: Overnight Guests - Any guest who remains in on-campus housing past 12:00 am is considered an Overnight Guest. Overnight Guests must be registered with the staff and obtain an Overnight Guest pass, which must be carried at all times and be presented to staff upon request. No resident will be allowed more than two overnight guests at one time. Any Overnight Guest requires the approval of the roommate(s). No Overnight Guest may stay more than three (3) consecutive days without the permission of the roommate and the Hall Director or Community Director. No individual may stay as an Overnight Guest in on-campus housing for more than 15 days total in a given semester. Persons who have been removed from on-campus housing for any reason may not return as Overnight Guests following their removal.

K.3. Guests: Maximum Occupancy (applicable to all residential areas except Husky Village) - No more than two (2) guests per one (1) resident (who is present) are permitted in a student room/suite/apartment at any given time unless otherwise approved by the University (Residential Life). In Husky Village, the Chapter may have no more than 15 guests on the premises at one time unless otherwise approved by the University (Residential Life).

K.4. Guests: Social Gatherings - It is prohibited to publicize/advertise social gatherings or parties to the campus community. The resident host must be in attendance at the social gathering. Should a resident host determine that guests at the gathering are not in compliance with University policies, the resident host is responsible for contacting University staff for assistance.

L. Identification: Residents are expected to provide proper University identification when requested by a staff member or other University official. Residents must comply with the reasonable directions of staff in the performance of official staff duties.

M. Lounges and Recreation Areas: Lounges and recreation areas are for the exclusive use of the building residents and their guests unless authorized by University (Residential Life) staff. Some designated spaces may be reserved through the University (Residential Life). No resident or guest may use a lounge for sleeping or overnight accommodations.

N. No Smoking: Connecticut State Law prohibits smoking in state-owned buildings. Smoking is not permitted within 25 feet of a residence hall.

O. Pets: Pets, including visiting pets, are prohibited in on-campus housing. Aquarium fish in tanks not to exceed 10 gallons are approved. Service dogs, where appropriate, may be approved by the University (Residential Life).

P. Quiet/Courtesy Hours:

P.1. Quiet hours. Quiet hours are times when conversations, music, and other noises must be kept at a low level and should not be heard outside of the resident's room/suite/apartment/house. Minimally, quiet hours are from 10:00 pm to 7:00 am Sunday to Thursday and from 12:00 am to 7:00 am Friday and Saturday. Residents must observe quiet hours both inside and outside of on-campus housing.

P.2. Courtesy hours. Courtesy Hours are all hours outside of posted Quiet Hours. Residents are expected to be considerate of their neighbors during all hours of the day. Residents approached for noise are expected to comply with the request as if it were Quiet Hours.

P.3. Exam quiet hours. During all exam periods, quiet hours are in effect for 24 hours.

Q. Resident Responsibility: Residents assume total responsibility for their room/suite/apartment/house and for the behavior and activities which occur within all assigned living areas.

R. Roofs and Ledges: Unauthorized presence on rooftops, window ledges, outer ledges, and areas marked for restricted access (interior or exterior) in on-campus housing is prohibited.

S. Safety and Security: Safety and Security is a shared responsibility of the University, staff, and residents. Residents should always carry and never lend their University Identification Card (ID) or room keys. All residential areas are secured no later than 10:00 pm, (some areas are secured 24-hours a day). Residents should always lock their room/suite/apartment/house doors. When exiting on-campus housing through locked exterior doors, residents are responsible for leaving the doors locked. Residents are prohibited from "propping" doors.

T. Solicitation: Door to door solicitation is prohibited with the exception of those approved by the University (Residential Life) (see policy at www.reslife.uconn.edu).

U. Canvassing: Canvassing is prohibited in and around the residence halls and apartment facilities managed by Residential Life, except for the purposes of political canvassing as outlined at www.reslife.uconn.edu.

V. Sports: Any sport related activity (including but not limited to: ball playing, rollerblading, skateboarding, waterfighting, playing darts, etc.) and activity which could cause personal injury or cause damage to property is prohibited within on-campus housing. Snowball throwing and/or snowball fighting are prohibited in or around on-campus housing.

W. Windows: Residents are prohibited from placing or suspending items out of windows (such as banners, clothing, signs, etc.). Residents are prohibited from throwing objects outside of any windows. The removal of a screen from a resident's room or in public areas of on-campus housing is prohibited. Opening security screens is prohibited, except in an emergency.

22. The following fees have been approved by the Board of Trustees:

Rate	Room Type	Semester/Year
Rate 1	Regular Double Triple - Traditional Residence Hall Quad - Four Person Room	\$2,887/\$5,774
Rate 2	Busby/Garrigus Suites Triples	\$3,052/\$6,104
Rate 3	Busby/Garrigus/South Suites Double Graduate Residences Husky Village Mansfield Apartments Northwood Apartments (Single in 2 Bedroom/2 Person) - Graduate Students Regular Single Shippee C Section	\$3,401/\$6,802
Rate 4	Busby/Garrigus/South Suites Single Charter Oak/Hilltop Apartments - 2 Bedroom/4 Person Hilltop Apartments Double Efficiency	\$3,625/\$7,250
Rate 5	Charter Oak/Hilltop Apartments - 4 Bedroom/4 Person	\$4,678/\$9,356
Family Housing	Northwood Apartments Family Unit	\$1,038.10/month

An additional housing fee of \$177 per week will be assessed for residents who remain in McMahon Residence Halls during Winter Recess.

Meal Plans	Semester/Year
The Ultimate Plan	\$2,504/\$5,008
The Value Plan	\$2,389/\$4,778
The Custom Plan	\$2,267/\$4,534

23. This contract is subject to revisions. Residential Life will notify residents of changes with 2 days notice of the modification by means of a HuskyMail message and by posting the new information on the Residential Life web page (www.reslife.uconn.edu).

24. General Contracting Terms -

- a) **Statutory Authority:** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- b) **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- c) **Limitation of Liability:** The University assumes no legal obligation for damage, theft, or loss of personal property. The Resident is responsible to protect and secure any personal property located within any on-campus assignment and is encouraged to obtain appropriate insurance.
- d) **Claims:** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- e) **Emergency Repossession:** The University reserves the right to repossess student rooms and residence hall facilities in the event of an epidemic or other emergency.

DRAFT

The 2010-2011 On-Campus Housing Contract - Northwood Family Housing Addendum

University of Connecticut • Division of Student Affairs • Department of Residential Life • 233 Glenbrook Rd • Unit 4022
Wilbur Cross Building Room 201 • Storrs, CT 06269-4022 • (860) 486-3430 phone • (860) 486-6191 fax • www.reslife.uconn.edu

Northwood Apartments are University owned and operated dwellings that house a variety of individuals including undergraduate students, single graduate students and married or domestically partnered students. Based on availability, apartments designated for married and domestically partnered students are intended to provide a space for newly admitted students to reside.

1. Definition -

Residents or potential residents of Northwood Apartments who are married or domestically partnered with or without dependent children (or single with dependent children) fall under this Addendum and will be considered residents of Northwood Apartments Family Housing. One resident student signing *The 2010-2011 On-Campus Housing Contract* per apartment will be considered the primary resident of the apartment. All residents of Family Housing, including non-students are expected to abide by regulations in *The 2010-2011 On-Campus Housing Contract* and this Addendum. Failure to adhere to the policies and procedures in both documents could result in a cancellation of the housing contract and removal of the student, and all occupants of the assigned unit, from the Northwood Apartment complex.

2. Academic Eligibility -

A. Any full-time student who is enrolled at the Storrs campus of the University of Connecticut may enter into this contract. Priority is given to full-time degree seeking students. Residents that change from full-time status to another status during the contract period are not relieved of their responsibilities under this contract.

B. The primary graduate student within a Family Housing apartment unit must maintain at least a half time (50%) assistantship, as defined by their academic department. This must be verified annually with the Department of Residential Life.

3. Dependent Status Verification -

A. Verification of Partnership: If students residing in Family Housing do not have dependent children, they must provide documentation of their partnership via one of the following methods:

Government-issued documentation of marriage

Government-issued documentation of domestic partnership

Government-issued documentation of civil union

Completed State of Connecticut *Domestic Partner Affidavit*, available at <http://www.hr.uconn.edu/forms.html>

B. Documentation of Dependent Child(ren): One of the following forms of identification must be provided for each dependent child residing in Family Housing:

Birth certificate

Proof of legal guardianship

4. Length of Contract - Families residing in Family Housing may remain in housing for a maximum of 2 calendar years (defined July 1 – June 30). Students must submit an additional application in order to be eligible for a second year of their contract and must continue to meet eligibility requirements. Contracts cannot be transferred from one spouse/partner to another.

5. Billing - Rent is calculated monthly and billed to the primary resident on their University fee bill. The monthly housing payment of \$1,038.10 is due by the 10th day of each month. A \$50.00 late fee will be assessed each time a monthly payment is not received on time.

Residents scheduled to check into a Northwood Family Unit between and inclusive of the first day of the month and the fourteenth day of the month will be charged for the entire month's rental fee. For example, if a family is scheduled to check in before the fifteenth day of the month but does not actually check in until after the fifteenth of the month, the fee will still be assessed for the full month.

Family residents scheduled to move in between and inclusive of the fifteenth day of the month until the last day of the month will be charged for one half of the month's rental fee. However, if a family is scheduled to check in after the fifteenth of the month and actually checks in before the fifteenth of the month, a fee will be assessed for the entire month's rental fee.

6. Apartment Furnishings - Family Housing units are unfurnished with the exception of a stove and refrigerator.

7. Apartment Assignment - The Department of Residential Life reserves the right to modify housing assignments as necessary.

8. Acceptance of Apartment Offer - Potential residents must respond to apartment offers within 10 days. After that point, an applicant will be removed from the waiting list and must reapply.

9. Lead Paint - Housing built before 1978 may contain lead-based paint. Lead from paint, chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling as required by U.S. Law. At the University of Connecticut Mansfield Apartments, Northwood Apartments, and other apartments in various residence halls were constructed prior to 1978. In compliance with this act this is to inform you that the

Department of Residential Life has no knowledge of the presence of lead-based paint or lead-based hazards in our housing.

10. Subletting - Subletting is not permitted for residents of Family Housing and evidence of subletting may result in the termination of the housing contract. Subletting is defined as permitting any individual, whether receiving monetary compensation or not, other than documented and approved immediate family members to reside in the apartment. The Department of Residential Life reserves the right to determine which individuals qualify for Family Housing.

11. Mail - Mail service is provided directly from the United States Postal Service (USPS); Residential Life staff do not have access to mailboxes. Upon moving, a change-of-address should be filed with the USPS. Campus mail cannot be received at Northwood Apartments.

12. Keys - Keys are issued for foyers, apartments and mailboxes for the primary resident living within a Family Housing unit. This resident may provide keys to dependent residents (but not guests) residing in the unit and assumes all responsibility for their care.

13. Storage Facilities - Storage is not available in Family Housing, with the exception of the outdoor storage shed assigned to each unit. The shed may be opened using the apartment key.

14. Occupancy - Occupancy in the Northwood Family Housing is limited to four people.

15. Extended Guest Limits - Family Housing residents can request approval for direct family members to remain in their Family Housing unit for a period of time beyond those limits defined in *The 2010-2011 On-Campus Housing Contract*. These approvals must be given by the Northeast Operations Center (860-486-5558). No guest in Family Housing may claim the Northwood Apartments address as their own. Extended guests are limited to two (2) at one time and are considered guests of the primary resident.

16. Care for Dependent Children - Residents of Family Housing are responsible for the behavior of all dependent children. Children under the age of 13 may not be left alone in an apartment or on Family Housing grounds.

17. Status/Situational Updates - Residents of Family Housing are obligated to notify the Department of Residential Life should there be any changes to their documentation and/or eligibility.

18. Snow Removal - To facilitate snow removal, University staff or outside snow removal contractors may request vehicles be moved temporarily.

19. Contract Release - Students must apply for a contract release via the criteria outlined in *The 2010-2011 On-Campus Housing Contract*. Residents approved to be released from the contract must make an appointment with a Resident Assistant to check out and return keys. Failure to do so will result in the inability to contest damage billing charges along with a lock change charge.

20. Air Conditioners - Students who registered and had an air-conditioning unit installed prior to August 1, 2008 can continue to keep these units in the windows. The student will pay an additional \$75.00 a year to cover the increased cost of electricity. For all other tenants, private air conditioning units are prohibited unless deemed necessary as a medical accommodation, determined by the Center for Students with Disabilities. Students requesting this or any medical accommodation must register with the Center for Students with Disabilities and submit supporting documentation.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager
Date: July 12, 2010
Re: Community Water and Wastewater Issues

Subject Matter/Background

As the last Town Council meeting, questions were raised regarding the permit process for extending a public water supply from Tolland to Mansfield. Please find attached an excerpt from the June 2007 UConn Water and Wastewater Master Plan which provides some general information regarding the state permits that would be required for the Connecticut Water Company (CWC) to extend water to Mansfield and the university from CWC's northern supply. As noted in this excerpt, a state division permit from the Department of Environmental Protection (DEP) would be required as the primary authorization permit. Staff also anticipates that Mansfield Inland Wetland Agency and Public Works approvals would be required for the placement of the lines. The upcoming engineering analysis that the Four Corners Water and Sewer Advisory Committee will conduct will examine in detail supply alternatives and necessary permit authorizations, and staff will have more information for the council once the early phase of this study is complete.

Attached

- 1) Excerpt from UConn Water and Wastewater Master Plan
- 2) G. Padick re: UConn Conservation Notice and NEWUS Assessment

Windham Water Works, the utility does not have sufficient water available to supply the University. The distance from the Tolland system to Mansfield Four Corners is also cost prohibitive at approximately 19,000 feet (3.6 miles). The potential use of the Tolland Water Department system is related to its potential relationship with The Connecticut Water Company described below.

The Connecticut Water Company (CWC)

CWC has expressed an interest in serving a portion of Mansfield from its Western System and in its Northern Region Water Supply Plan has depicted a pipeline to Mansfield along Route 195. The pipeline would require the utility to construct approximately 1,500 feet of water main to the Tolland system and another 23,000 feet from the terminus of the Tolland Water Department system to Mansfield Four Corners. Tolland would need to provide "wheeling" service to CWC. Water main upgrades might also be necessary.

Unlike Windham Water Works and Tolland, CWC currently has enough excess water supply that it could provide the needed supply to the University and Mansfield. Under this scenario, customers of CWC would be linked by Route 195 and would include the Route 32/Route 195 commercial area, Mansfield Four Corners, and remaining existing and potential water users located on and south of Route 44. CWC would initiate the water main extension and interconnection with reliance on the University and/or the Town of Mansfield for partial funding and/or commitments to purchase water. Water would be delivered from the CWC Northern Region/Western System (supported largely by the Shenipsit Reservoir).

A diversion permit from the Department of Environmental Protection (DEP) and sale of excess water permit from the DPH would be needed to deliver water to northern Mansfield. Costs would be incurred associated with permitting the diversion and sale of excess water; designing the new distribution system and main extension; installing water mains; building storage facilities; and constructing pumping stations and pressure-reducing stations as needed. The costs presented in Table 2-15 were updated from those presented in the 2002 Mansfield Water Supply Plan.

In Table 2-15, a line item related to upgrading the wells at Jensen's Mobile Home Park was removed, as this option is no longer prudent in the context of a regional water supply solution. Line items related to abandoning wells at other apartment complexes have also been removed, as these tasks would be required for any alternative that includes providing water service to existing community water systems. Finally, a line item related to extending mains into adjacent areas in Merrow and Four Corners was removed because the alternative at hand involves delivering additional supply to the University area.

The cost of this alternative is disproportionate to the amount of water that would be gained from its implementation. The alternative is cost prohibitive at over \$6.0 M, with

the majority of this amount associated with the near five miles of water main extension. Additionally, the DEP has raised concerns relative to the transfer of water from a different watershed (interbasin transfer) and potential secondary growth that could result from the access to a public water supply along the interconnection route. Unless an external source of funding was available for this interconnection, this option is not considered to be viable.

TABLE 2-15
Initial Projected Costs Associated With CWC Water System

<i>Task / Item</i>	<i>Estimated Cost</i>
Stated cost for main extension from Tolland and related components (pressure-reducing station in Tolland)	\$5,000,000
DPH Sale of Excess Water permit application	\$5,000
Diversion permit application and supporting studies	\$100,000
Pumping and pressure-reducing facilities (not including the station in Tolland on Route 195)	\$750,000
Design and engineering of additional system – 20% of const., not including the stated \$5 million	\$150,000
TOTAL	\$6,005,000

2.6.5 New Stratified Drift Ground Water Sources

It is possible that new sources of ground water supply could be developed in any number of locations in the town of Mansfield. In order to develop a new ground water source under current regulatory requirements and sanitary criteria, the following conditions would need to be met:

- The wellheads must be raised above flood elevations;
- The wells must not significantly draw down the water table in adjacent wetlands;
- Direct impacts to wetlands must be avoided and/or mitigated;
- The wells must not reduce instream flows in nearby streams to the extent that it is detrimental to fish habitats, water quality, competing water users, or other environmental receptors;
- The land within 200 feet of each well must be in the control of the water utility;
- The wells must not draw contaminants from septic systems, landfills, or other potentially contaminated sites; and
- Existing private and public water supply wells cannot be impacted.

Additionally, access via easements, rights-of-way, or roads would be necessary for construction of transmission main and access to the wellfield. Several options have been evaluated for potential ground water supplies using the requirements listed above.

Figure 2-6 shows the surficial geology in Mansfield as well as potential areas of supply development as described in this section. Stratified drift ground water supplies are

Sara-Ann Chainé

From: Gregory J. Padick
Sent: Wednesday, July 07, 2010 11:07 AM
To: Conservation Comm; BARRY POCIASK; BONNIE RYAN; Fred Loxsom; GREGORY LEWIS; JOANN GOODWIN; KAY HOLT; KENNETH RAWN; MICHAEL BEAL; PETER PLANTE; ROSS HALL ; Rudy Favretti
Subject: FW: Uconn Conservation Notice and NEWUS Assessment
Attachments: 7_6_10 water conservation advisory.pdf; NEWUS Assessment 07-02-10.pdf

Please find attached two communications regarding UConn's water supply system and the issuance of a drought advisory due to decreased flows in the Fenton and Willimantic Rivers. Currently, the Fenton River wellfields have been taken off line due to low water flows. The 7/6 email below notes that water levels have reached drought response stage 1B which triggers certain university conservation actions and the submittal of a voluntary water conservation request to system users. The next potential stage (Stage 2) will necessitate mandatory conservation actions. It is important to emphasize that projected available supply from the Willimantic River wellfield is forecast to be adequate to serve anticipated water demand for the foreseeable future. Future updates will be passed on upon receipt. Please contact me if you have questions. GREG PADICK.

From: Roberts, Eugene [mailto:eugene.roberts@uconn.edu]
Sent: Tuesday, July 06, 2010 2:49 PM
To: Gregory J. Padick; Matthew W. Hart; Sara-Ann Chainé; Elizabeth Paterson; Lon R. Hultgren; Robert L. Miller
Cc: Thomas Callahan (Health Center); Coite, Jason; Ppezanko@ctwater.com
Subject: FW: Uconn Conservation Notice and NEWUS Assessment

All:

Over the weekend the river levels moved into Stage 1B of our drought response plan.

A copy of Connecticut Water's conditions Assessment and the Water Conservation Advisory is attached.

If you have any questions please contact me.



University of Connecticut
Administration and Operations Services

Facilities Operations

July 6, 2010

Dear UConn Water System Users:

As seasonally dry conditions have reduced area streamflows, UConn is issuing this Water Supply/Drought Advisory to enlist your cooperation in conserving water until further notice.

The University's water supply remains adequate to meet current and forecasted system demands and any potential emergency needs such as firefighting. Nevertheless, the University is committed to operating an environmentally sustainable water supply system, and, given current conditions and rainfall forecast, we are asking our students, faculty and staff as well as our water supply systems' off campus municipal, commercial, and residential users to be conscientious of their daily water use and to conserve water voluntarily by:

- Taking shorter showers
- Running dishwashers and clothes washing machines with full loads
- Shutting off water while washing dishes, shaving, brushing teeth, and lathering up to wash hands, rather than running the water continuously
- Avoiding vehicle washing or power-washing homes and other buildings
- Not using water to clean sidewalks, driveways and roads
- Reducing, to the extent possible, the watering of lawns, recreational and athletic fields, gardens, or other landscaped areas (if watering is essential, late-evening hours are best)
- Not using public water to fill residential swimming pools

In issuing this Water Supply/Drought Advisory, we encourage all of our water system users to play their part to help reduce daily demand.

Thank you for your help and we appreciate your cooperation. UConn is actively monitoring conditions and will continue to provide updates as conditions change. For further information about the University's water supply system, conservation activities and updates on conditions, please visit UConn's Facilities Operations website at <http://www.facilities.uconn.edu/wtr-swr.html>.

Sincerely,

Eugene B. Roberts
Director of Facilities Operations

An Equal Opportunity Employer

25 LeDoyt Road Unit 3252
Storrs, Connecticut 06269-3252

Facsimile: (860) 486-1486

New England Water Utility Services, Inc
93 West Main Street
Clinton, Connecticut 06413-1600

860.669.8636 FAX 860.669.9326



NEW ENGLAND WATER UTILITY SERVICES

MEMORANDUM

To: Eugene Roberts, Director, Office of Facilities Management
Date: July 2, 2010
Subject: UConn Water System Analysis
CC: Thomas Callahan, Tim Tussing, Jason Coite

The following is an assessment of the University of Connecticut's water supply system as of July 2, 2010. It assesses available supply, demand and environmental conditions, and identifies possible response actions pursuant to the University's Water Supply Emergency Contingency Plan. This Assessment will be updated as necessary to reflect changing conditions.

Supply Status:

- The Willimantic wells have an available supply of 1,350 gallons per minute (gpm), or some 1.94 million gallons per day (mgd). At 1,350 gpm, the Willimantic wells are operating near their modeled sustainable yield (as identified through Level A Mapping), and within the wells' individual and combined registration limits.
- The Fenton River Wells were taken off-line on June 28, 2010. The wells were taken off-line in response to seasonal low flows in the Fenton River. Prior to going off-line, total well production was maintained in conformance with triggers identified in the Fenton River Study, which recommend certain management strategies, including a phased reduction in total wellfield production when river flows drop below 6 cubic feet per second (cfs).

Demand/ Margin of Safety:

- System demand is currently averaging approximately 1.00 mgd (1.024 mgd average day during June, 2010), which is consistent with historic demand values. Average daily demand for July is expected to remain at or around this value, based on demand patterns realized over preceding years.
- Projected Water Usage¹, based on historic data and current trends, is expected to remain below Projected Available Supply² with the current system operations.

¹ Projected Water Usage is the expected production for the particular time of year for which the assessment is made, and includes any reductions or increases in demand due to historical variation or known significant changes.

Surface Water Flows:

- As of the date of this Assessment, stream flow in the Fenton River (as recorded at USGS gage no. 01121330) is 3.4 cfs and trending downward; stream flow in the Willimantic River (as recorded at USGS gage no. 01119382) is 20 cfs and likewise trending downward. Recent flow values are shown on Figures 1.0 and 2.0. Absent appreciable precipitation, flows can be expected to recede to at or below key thresholds in the near term. At that point, the University would be expected to enter a Stage 1A Water Conservation Alert.

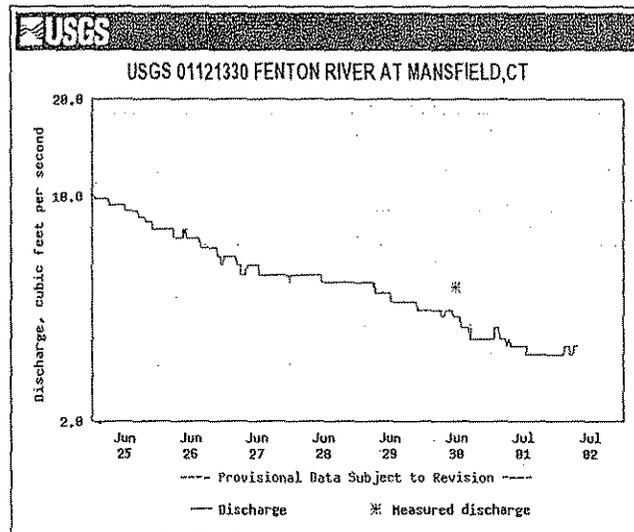


Fig 1.0

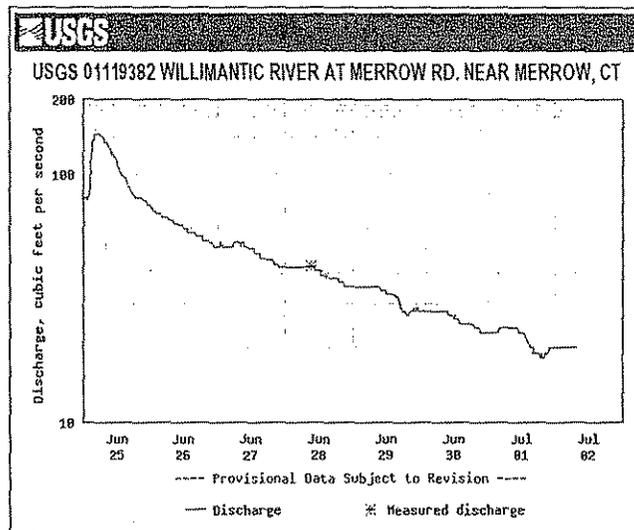


Fig 2.0

² Projected Available Supply is the expected capacity of the system's sources operating concurrently, and adjusting for any losses due to well maintenance or repair; transmission or pumping limitations due to depressed groundwater levels at the Willimantic wells; anticipated reductions in Fenton well withdrawal based on flow recession equations developed in the Study Report; or other supply-reducing events.

Conclusions and Recommendations:

- Projected Available Supply is forecast to be greater than or equal to Projected Water Usage. As a result, the University should continue to have adequate water to serve UConn's water system customers' needs, both on and off-campus.
- Absent appreciable precipitation, flows in the Fenton River and Willimantic River are projected to recede to at or below 3.0 cfs and 19 cfs, respectively, in the near term. Either one of these conditions will trigger a Stage 1A Water Conservation Alert, in accordance with the University's Water Supply Emergency Contingency Plan and Willimantic River Report. These unique triggers are based on environmental considerations, rather than typical water system operations/demand factors.
- A Stage 1 Conservation Alert will require that system users be asked to voluntarily conserve water. With flow triggers anticipated to be hit within the next week, or so, preparations should begin to issue such an Alert and request for water conservation. Additionally, the University should be prepared to contact the Departments of Public Health and Environmental Protection and other state and local agencies, as outlined in the Plan, concerning the initiation of an Alert.
- Following issuance of an Alert, efforts should be made to monitor daily production, storage and consumption to quantify any demand reductions.
- A request for voluntary conservation is the first stage of the University's comprehensive five step emergency contingency plan. The triggers for subsequent steps are based on a combination of operational factors including projected available supply, projected water usage, and tank storage levels.

Additionally, the University's Willimantic River Study recommends the initiation of additional conservation measures, including mandatory conservation, when certain flow-based thresholds are reached in the Willimantic River (Figure 3.0). Because such thresholds are based on both instantaneous flow (e.g., <12 cfs) and low flow duration (e.g., <15 cfs for 13 or more days), close attention should be paid to daily flow in the Willimantic River as well as the persistence of any low flows.

- With the completion of the Willimantic River Study, the University should reassess its Water Supply Emergency Contingency/Drought Response Plan, and revise as necessary, coincident with its ongoing water supply plan update.

Drought Response Stage	Willimantic River at Wellfield Trigger Discharge	Habitat - Stressor Threshold	Examples of Conservation Measures
Prepare for implementation of Stage IA	Discharge \leq 27 cfs	Common (Upper Sub-Region)	None / Plan for Stage IA
Stage IA (Two potential triggers)	Discharge < 27 cfs for 19 or more days	Persistent Duration of Common (Upper Sub-Region)	Voluntary: Shorter showers, condensed washing loads, elimination of non-essential consumption, raise thermostats on centrally chilled buildings.
	Discharge < 19 cfs	Common (Lower Sub-Region)	
Stage IB	Discharge < 15 cfs	Critical	
Stage II (Two potential triggers)	Discharge < 15 cfs for 13 or more days	Persistent duration of Critical	Voluntary items above become mandatory, and include (but are not limited to) the following mandatory items: No flushing of hydrants, pipes, or sewer lines; no vehicle fleet washing; no use of water for street sweeping; reduce irrigation by 50%; reduce operation of research equipment cooled with domestic water; Import water needed for construction dust control; no pool filling; raise thermostats of centrally chilled buildings.
	Discharge < 12 cfs	Rare	
Stage III (Two potential triggers)	Discharge < 12 cfs for 12 or more days	Persistent duration of Rare	
	Discharge < 7.8 cfs	Extreme	
Stage IV	Discharge < 7.8 cfs for 7 or more days	Persistent duration of Extreme	

Fig. 3.0

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; David Dagon, Fire Chief
Date: July 12, 2010
Re: Swearing in of Fire Captain

Subject Matter/Background

On June 20, 2010, following a merit based selection process, the Mansfield Fire Department appointed Firefighter Willard Cornell to the position of fire captain. The fire department requests that at the July 12th Council meeting the Town Clerk administer the oath of office to Fire Captain Cornell.

Willard "Will" Cornell has been serving the Mansfield community as a firefighter since 1982 when he joined the Eagleville Fire Department as a volunteer. Will was appointed to a part-time firefighter position in 1995 and as a full-time firefighter in January 2010. During his time with the Eagleville Fire Department he served in the officer positions of lieutenant, captain and assistant chief. He is well-qualified to serve in his new role and I congratulate him upon his appointment as fire captain.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Gregory Padick, Director of Planning; Curt Vincente, Director of Parks and Recreation; Jennifer Kaufman, Parks Coordinator
Date: July 12, 2010
Re: Open Space and Watershed Acquisition Grant - Dorwart Property

Subject Matter/Background

In 2004, Mansfield was awarded a Department of Environmental Protection (DEP) Open Space and Watershed Acquisition Grant totaling \$112,500 to purchase the Dorwart Property, which consists of 55.2 acres with 779 feet of frontage on Mulberry Road. In December 2008, the Town Council authorized the purchase and the town subsequently closed on this property in March 2009.

Staff and the Town Attorney have finalized all of the required paperwork for the grant and the state is ready to relinquish the funds granted to the Town in 2004. In order to receive these funds, however, the council needs to authorize me as Town Manager to execute the agreement with the state. I have attached the agreement for your review; the agreement is based upon the DEP's standard format.

Financial Impact

The proceeds of the grant would be deposited into the town's open space fund to offset the purchase of the Dorwart Property.

Legal Review

The agreement conforms to the DEP's standard format and the town is able to comply with all conditions.

Recommendation

In order to receive the grant proceeds, staff recommends that the Town Council adopt a resolution to authorize me to execute the attached Open Space and Watershed Land Acquisition Grant Agreement and a Conservation and Public Recreation Easement and Agreement and with the state.

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

Be it resolved that Matthew W. Hart, Town Manager of the Town of Mansfield be and hereby is authorized to execute on behalf of the Town of Mansfield, an Open Space and Watershed Land Acquisition Grant Agreement and a Conservation and Public Recreation Easement and Agreement and with the State of Connecticut for financial assistance to acquire permanent interest in land known as the Dorwart Property, Mansfield OSWA 253, and to manage said land as open space pursuant to Section 7-131d of the Connecticut General Statutes.

Attachments

- 1) Open Space and Watershed Land Acquisition Grant Agreement

OPEN SPACE AND WATERSHED LAND ACQUISITION GRANT AGREEMENT

MUNICIPALITY OF MANSFIELD

DORWART PROPERTY

OSWA-253

KNOW ALL THESE MEN BY THESE PRESENTS:

THIS AGREEMENT, is made between the TOWN OF MANSFIELD, a municipal corporation having its territorial limits within Tolland County and the State of Connecticut, specially chartered under the laws of the State of Connecticut after this called "Municipality" or "Contractor", and the STATE OF CONNECTICUT, acting herein by its Commissioner of Environmental Protection duly authorized under the provisions of Connecticut General Statutes (CGS) Section 22a-6(a)(2) and Section 7-131d, hereinafter referred to as the COMMISSIONER or STATE.

WHEREAS, the Town of Mansfield has purchased land for open space purposes and has applied for and received a grant to assist in the purchase of open space as described in CGS Section 7-131d and;

WHEREAS, the Town of Mansfield, in consideration for the provision by the State of financial assistance to purchase open space, desires to grant a perpetual Conservation Easement as defined in CGS Section 47-42a and public access easement on land purchased by the Town of Mansfield, for purposes of open space conservation, watershed protection and/or passive outdoor recreation;

NOW, THEREFORE, in consideration of the mutual promises contained, and in granting a perpetual conservation and public access easement to the State.

1. The State agrees to make a grant to the Municipality, in the amount of One Hundred Twelve Thousand Five Hundred dollars (\$112,500.00) for purposes described in this Agreement. The payments of any and all sums pursuant to this Agreement are conditioned upon, and in consideration for, the Municipality meeting its obligations under the terms of the Agreement.
2. Upon approval of this Agreement by the Attorney General as to form, the Contractor shall grant to the State of Connecticut with warranty covenants a Conservation and Public Recreation Easement and Agreement substantially in form and content set forth in Exhibit D of this Agreement (the "Conservation Easement") dedicating said land to conservation purposes and restricting the use of said land for such purposes except as otherwise approved by the Commissioner of Environmental Protection or his successor in accordance with the CGS Section 7-131d. The restriction will run with the land in favor of the State of Connecticut and will be binding upon the Contractor and its successors and assigns. The recording of the Conservation Easement as described shall be completed within six months from approval of this Agreement by the Attorney General as to form.
3. The land, which the Municipality owns, on which the permanent Conservation Easement will be placed, is more fully described on Exhibit B, which is hereby incorporated as part of this Agreement. At the time of the grant of the Conservation Easement and restriction to the State, said land shall be free of all encumbrances that, in the State's sole determination, would prevent said land from being used for open space purposes in accordance with Exhibit D.
4. The Contractor will erect a permanent plaque or sign on said property within 6 (six) months after the recording of the Conservation Easement on the land using grant funds, acknowledging that said property is a public recreational facility and that said property received a grant from the State of Connecticut administered through the Department of Environmental Protection, Open Space and Watershed Land Acquisition Grant Program. Said property is a public recreation area and as such, it will be open to the public. The public, for purposes of this agreement, will be defined as any resident of any municipality, state, country or nation. Should a parking/patron fee be levied on patrons to use this property, the Contractor agrees not to charge a fee to nonresidents of the Municipality, an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents, must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents. Said fees will be subject to approval by the Commissioner.
5. The Contractor agrees to properly and efficiently operate and maintain the project area after acquisition and provide assurance of such operation and maintenance as may be required by the Commissioner of Environmental Protection.
6. The Contractor agrees to comply with CGS Section 4a-60, non-discrimination and affirmative action and CGS Section 4a-60a, non-discrimination on the basis of sexual orientation provisions, attached as Exhibit A, which is hereby incorporated into this Agreement.
7. The Contractor agrees to comply with the "Indemnification" and "State Liability" provisions as set forth in Exhibit A.
8. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C [SEC Form 11].
9. The Contractor agrees that it will have its financial records audited at the close of the fiscal year and provide that audit to the Commissioner, all in accordance with CGS Section 7-396a and Sections 4-230 through 4-236, and any applicable Regulations which are or may be promulgated.

10. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, Executive Order No. Seventeen of Governor Thomas J. Meskill, Executive Order No. 16 of Governor John G. Rowland, Executive Order No. 7C of Governor M. Jodi Rell and Executive Order No. 14 of Governor M. Jodi Rell. Said Executive Orders are incorporated hereto and made a part hereof as Exhibit A.

11. The provisions of this Agreement are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.

12. This Agreement shall be governed by the substantive laws of the State of Connecticut.

Said covenants and agreements will run with the land in favor of the State of Connecticut and will be binding upon the Contractor and its successors and assign.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

TOWN OF MANSFIELD

WITNESSES Signature
Name in print

Matthew W. Hart Date
Town Manager
Duly Authorized

Name

Name

STATE OF CONNECTICUT)
) SS. TOWN OF MANSFIELD
COUNTY OF TOLLAND)



The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Matthew W. Hart, Town Manager, Town of Mansfield, Connecticut.

Commissioner of the Superior Court
Notary Public
My Commission Expires _____

STATE OF CONNECTICUT

WITNESSES Signature
Name in print

Amey W. Marrella Date
Commissioner
Department of Environmental Protection

Name

Name

STATE OF CONNECTICUT)
) SS. CITY OF HARTFORD
COUNTY OF HARTFORD)



The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Amey W. Marrella, Commissioner, Department of Environmental Protection, State of Connecticut.

Commissioner of the Superior Court
Notary Public
My Commission Expires _____

STATUTORY AUTHORITY
Connecticut General Statutes
Section 7-131d(e)

APPROVED AS TO FORM
Richard Blumenthal
Attorney General

By: William B. Gundling
Associate Attorney General

Date

EXHIBIT A

EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Relif, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Relif, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

NON-DISCRIMINATION

References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

INDEMNIFICATION

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

EXHIBIT B

The land upon which a permanent Conservation Easement will be placed by the Town of Mansfield is described further by means of the following property description.

Two parcels of land situated in the Town of Mansfield, County of Tolland, and State of Connecticut, more particularly bounded and described as follows:

FIRST PARCEL:

That certain parcel of land shown as "PROPOSED OPEN SPACE TO BE DEEDED TO THE TOWN OF MANSFIELD, AREA 235,928.6 SQ. FT. 5.4 ACRES", and "AREA OF PROPOSED OPEN SPACE AS SHOWN CORRECTS SAME AREA ON SHEET 3 OF 5 OF ORIGINAL SUBDIVISION", and "PROPOSED OPEN SPACE TO BE DEEDED TO THE TOWN OF MANSFIELD, AREA 21,724.1 SQ. FT. 0.5 ACRES" on a map entitled, "BOUNDARY PREPARED FOR THE DORWART FAMILY TRUST SHOWING OPEN SPACE TO BE PURCHASED BY THE TOWN OF MANSFIELD, MULBERRY ROAD, MANSFIELD, CONNECTICUT, SHEET 1 of 1, JOB #2004-091, SCALE 1" = 100', dated JANUARY 22, 2009 and revised "8/31/09 SHOW AREA TO BE QUITCLAIMED", prepared by Robert W. Hellstrom, L.S. #13626, "ROB HELLSTROM LAND SURVEYING, 32 MAIN STREET, HEBRON, CT., P.O. BOX 497 COLUMBIA, CT. 06237-0497 (860)228-9853. Said map is on file at the Office of the Town Clerk in the Town of Mansfield, CT, at Map Volume 38 Page 33.

Commencing at a point located the following courses and distances from the southwesterly street line of Mulberry Road, which is marked by a monument:

S 44°35'32" W a distance of 68.32 feet along the mutual boundary between Lot 4 and other land to be merged with M.J. Cook property to a point; thence S 08°33'04" W a distance of 41.56 feet along said boundary to the place and point of beginning.

Thence, from said point of beginning, S 06°58'55" E a distance of 61.31 feet along said other land to be merged, to a point which lies near the center of a brook;

thence S 34°19'35" E a distance of 60.29 feet along said land to be merged to an iron pin set at a point near a corner of stone walls;

thence S 08°38'23" E a distance of 339.37 feet along said land to be merged to a point which is a southeasterly corner of the herein described premises, the southwesterly corner of said other land to be merged and Lot 5 Homestead Area, which point is marked by an iron pin set;

thence N 76°32'34" W a distance of 68.70 feet to the northwesterly corner of said Lot 5, a southwesterly corner of the herein described premises and "TOWN OF MANSFIELD (FORMERLY DORWART) NEW AREA 2,309,937 SQ. FT. 53.03 ACRES", which corner is marked by an iron pin set;

thence N 11°00'15" W a distance of 285.44 feet along said Town of Mansfield to an iron pin set;

thence S 60°46'30" W a distance of 575.89 feet along said Town of Mansfield to a point, which point is the southerly corner of the herein described premises;

thence N 54°32'53" W a distance of 725.06 feet along said Town of Mansfield to an iron pin set;

thence continuing N 54°32'53" W a distance of 30.00 feet along said Town of Mansfield to the southwesterly corner of the herein described premises and a point lying near the center of a brook;

thence N 37°23'56" E a distance of 494.06 feet along said Town of Mansfield to a point lying near the center of a brook;

thence N 11°17'41" E a distance of 140.62 feet along said Town of Mansfield to the southerly street line of Mulberry Road and a point marked by an iron pin set;

thence N 73°48'39" E a distance of 190.79 feet along said southerly side of Mulberry Road to the northwesterly corner of Lot 2, which point is marked by a monument set;

thence S 46°20'38" W a distance of 26.85 feet along said Lot 2 and a stone wall to a bend in said wall, which point is marked by an iron pin set;

thence S 27°02'17" W for a distance of 45.09 feet along said Lot 2, to a point near the end of said wall marked by an iron pin set;

thence S 29°06'06" W a distance of 267.53 feet along said Lot 2 to an iron pin set at a corner of stone walls;

thence S 22°53'37" W a distance of 139.78 feet along said Lot 2 and a stone wall to a point marked by an iron pin set;

thence S 22°40'27" W a distance of 35.93 feet along said Lot 2 and a stone wall to the southwesterly corner of Lot 2 and a northwesterly corner of Lot 1, which point is marked by an iron pin set;

thence S 22°42'31" W a distance of 152.18 feet along said Lot 1 and a stone wall to a corner of stone walls, which corner is marked by an iron pin set;

thence S 22°42'57" W a distance of 24.73 feet along said Lot 1 to the southwesterly corner of Lot 1, which point is marked by an iron pin set;

thence S 54°32'53" E a distance of 164.28 feet along said Lot 1 to an iron pin set;

thence continuing S 54°32'53" E a distance of 248.72 feet to the most southerly corner of Lot 1 which corner is marked by an iron pin set;

thence N 42°08'23" E a distance of 211.55 feet along Lot 1 to a point marked by an iron pin set;

thence S 74°45'43" E a distance of 73.98 feet along Lot 1 to a southeasterly point of Lot 1 and a southwesterly point of Lot 4, which point is marked by an iron pin set;

thence S 74°55'38" E a distance of 161.73 feet along Lot 4 to the most southerly corner of Lot 4, which is marked by an iron pin set;

thence N 54°03'16" E a distance of 291.93 feet along Lot 4 to a northeasterly corner of Lot 4 near the center of a small brook, which point is marked by an iron pin set and is the place and point of beginning.

SECOND PARCEL:

That certain parcel of land shown as "TOWN OF MANSFIELD, (FORMERLY DORWART) New Area 2,309,937 SQ. FT. 53.03 ACRES" on a map entitled, "BOUNDARY PREPARED FOR THE DORWART FAMILY TRUST SHOWING OPEN SPACE TO BE PURCHASED BY THE TOWN OF MANSFIELD, MULBERRY ROAD, MANSFIELD, CONNECTICUT, SHEET 1 of 1, JOB #2004-091, SCALE 1" = 100', dated JANUARY 22, 2009 and revised "8/31/09 SHOW AREA TO BE QUITCLAIMED", prepared by Robert W. Hellstrom, L.S. #13626, ROB HELLSTROM LAND SURVEYING, 32 MAIN STREET, HEBRON, CT., P.O. Box 497 COLUMBIA, CT. 06237-0497 (860) 228-9853. Said Map is on file at the Office of the Town Clerk in the Town of Mansfield, CT, at Map Volume 38 Page 33.

Beginning at an iron pin set on the southerly side of Mulberry Road which marks the westerly boundary of the Proposed Open Space To Be Deeded To The Town of Mansfield and the northwesterly portion of the herein described land;

thence S 11°17'41" W for a distance of 140.62 feet to an angle point lying near the center of a brook;

thence, the line turns and runs S 37°23'56" W a distance of 494.06 feet to an angle point;

thence, the line turns and runs S 54°32'53" E a distance of 30.00 feet to an iron pin set;

thence continuing S 54°32'53" E a distance of 725.06 feet to an angle point;

thence the line turns and runs N 60°46'30" E a distance of 575.89 feet to an angle point;

thence, the line turns and runs S 11°00'15" E a distance of 285.44 feet to an iron pin set and land, now or formerly of Lot 5 Homestead Area;

the last six courses are running along land designated as Proposed Open Space To Be Deeded To The Town Of Mansfield, being the FIRST PARCEL described herein;

thence, the line runs S 00°56'38" E a distance of 1466.42 feet along said Lot 5 Homestead Area to an iron pin found and land, now or formerly, of Louis P. & Rup Sandra A. Blanchet;

thence the line turns and runs S 24°38'08" W a distance of 408.20 feet to an iron pin found;

thence the line runs S 27°48'48" W a distance of 59.60 feet to an iron pin set and the northwest corner of land N/F Charles Bass, and a northeast corner of land N/F Town of Mansfield (Mansfield Recreation Park, Inc., Lions Club);

thence the line turns and runs N 63°47'22" W a distance of 18.04 feet to an angle point;

thence the line runs N 46°12'55" W a distance of 26.12 feet to an iron pin set;

thence the line runs N 48°08'33" W a distance of 208.37 feet to an angle point;

thence the line runs N 62°42'14" W a distance of 145.28 feet to an angle point;

thence the line runs N 58°32'12" W a distance of 113.21 feet to an angle point;

thence the line runs N 50°08'59" W a distance of 118.56 feet to an angle point;

thence the line runs N 36°48'09" W a distance of 34.73 feet to a point marked by an iron pin set and land N/F of Kenneth Fitts;

the last seven courses are along Old Pent Road Abandoned, and land N/F of Town of Mansfield (Mansfield Recreation Park, Inc., Lions Club);

thence continuing along said abandoned road N 42°35'45" W a distance of 114.78 feet to an iron pin set;

thence N 28°30'38" W a distance of 300.72 feet to an iron pin set;

thence N 86°39'59" W a distance of 166.46 feet to an iron pin set;

thence the line runs N 58°59'37" W a distance of 131.37 feet to an iron pin set;

thence the line turns and runs N 84°31'51" W a distance of 188.77 feet to an angle point;

the last five courses being along said abandoned road and land N/F of Kenneth Fitts;

thence the line turns and runs N 24°59'27" E a distance of 14.66 feet to a point at a corner of stone walls and which point is marked by an iron pin set;

thence the line runs N 25°37'47" E a distance of 254.54 feet along a stone wall to an iron pin set;

thence the line runs N 13°06'08" E a distance of 150.76 feet along said wall to an angle point;

thence the line runs N 13°53'46" E a distance of 174.20 feet to an angle point;

thence the line runs N 16°09'53" E a distance of 194.02 feet to an iron pin set;

thence the line turns and runs N 57°25'03" W a distance of 90.00 feet to a stone pile;

thence the line runs N 58°41'32" W a distance of 285.70 feet to an iron pin set;

thence the line turns and runs N 42°51'24" W a distance of 74.97 feet to an iron pin set and Mulberry Road;

the last thirteen described courses run along land now or formerly of Kenneth Fitts;

thence, the line turns and runs N 18°36'50" E a distance of 70.51 feet to an angle point;

thence the line runs N 17°45'47" E a distance of 466.01 feet to an angle point;

thence the line runs N 22°50'50" E a distance of 50.48 feet to an iron pin set;

thence the line runs along the arc of a curve to the right at the radius of 350.00 feet, and the length of 216.27 feet to a drill hole;

thence the line runs N 58°15'05" E a distance of 74.56 feet to a point;

thence the line runs N 56°53'55" E a distance of 75.16 feet to an iron pin set;

thence the line runs N 44°44'06" E a distance of 313.32 feet to the point and place of beginning.

The last seven courses being along the easterly highway line of Mulberry Road.

EXHIBIT C
SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid qualification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties -- \$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties -- Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under the section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a non profit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT D
CONSERVATION AND PUBLIC RECREATION
EASEMENT AND AGREEMENT

MUNICIPALITY OF MANSFIELD

DORWART PROEPRTY

OSWA-253

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, The Town of Mansfield holds title to 58.43 ± acres (53.03+/- acres & 5.4+/- acres) of real property in the territorial limit of the Town of Mansfield, formerly of The Reinhold A. Dorwart and Juanita M. Dorwart Family Trust, of Mansfield, Connecticut.

WHEREAS, in addition to its value as a natural area, said property is also a scenic resource of the State of Connecticut and can provide access to regionally significant water related recreational opportunities for the general public;

WHEREAS, the preservation of the above mentioned land and water resources will yield a significant public benefit for passive recreation and open space protection;

WHEREAS, the anticipated use of the land by the Town of Mansfield is consistent with the DEP's conservation and preservation interests, and the Town of Mansfield has a shared interest with DEP in seeing that these conservation-minded practices continue;

WHEREAS, the State of Connecticut has established The Open Space and Watershed Land Acquisition Grant Program to provide grants to municipalities and nonprofit land conservation organizations to acquire land or permanent interests in land for open space and watershed protection and to water companies, as defined in Connecticut General Statutes (CGS) Section 25-32a, to acquire and protect land which is eligible to be classified as Class I or Class II land, as defined in CGS Section 25-37c, after acquisition;

WHEREAS, all lands or interests in land acquired under The Open Space and Watershed Land Acquisition Grant Program shall be preserved in perpetuity predominantly in their natural and scenic and open condition for the protection of natural resources while allowing for recreation consistent with such protection and, for lands acquired by water companies, allowing for the improvements necessary for the protection or provision of potable water;

WHEREAS, a permanent Conservation Easement, as defined in CGS Section 47-42a, shall be executed for any property purchased with grant funds through The Open Space and Watershed Land Acquisition Grant Program and which Conservation Easement shall provide that the property shall remain forever predominately in its natural and open condition for the specific conservation, open space or water supply purpose for which it was acquired;

WHEREAS, the Conservation Easement shall be in favor of the State acting through the Commissioner of Environmental Protection;

WHEREAS, such Conservation Easement shall include a requirement that the property be made available to the general public for appropriate recreational purposes, the maintenance of which recreational access shall be the responsibility of the Town of Mansfield;

WHEREAS, the Town of Mansfield and the State of Connecticut agree that limited public recreation on said property can be provided without significant impact to the natural resources on said property, conservation of those resources having been the primary reason for its acquisition by the Town of Mansfield;

NOW, THEREFORE, the TOWN OF MANSFIELD, a municipal corporation having its territorial limits within the County of Tolland and State of Connecticut, (the "Grantor"), for One Dollar and other good and valuable consideration received to its full satisfaction of the STATE OF CONNECTICUT, a sovereign, (the "Holder") and in consideration of the mutual covenants, terms, conditions and restrictions herein contained, GRANTOR, its successors and assigns, do hereby give, grant, bargain, sell, convey and confirm in perpetuity unto the HOLDER and its successors or assigns forever with Warranty Covenants, a Conservation and Public Recreation Easement in perpetuity, of the nature and character and to the extent hereinafter set forth, over property situated in the Town of Mansfield, County of Tolland, State of Connecticut, (the "Protected Property"), as described in Schedule A.

1. Purpose. It is the purpose of this Conservation and Public Recreation Easement to assure that the Protected Property will be retained forever predominantly in its natural, scenic, forested, and/or open space condition, and to provide opportunities for public recreation on the Protected Property, while preventing any use of the Protected Property that will significantly impair or interfere with the conservation values or interests of the Protected Property, described above. It is the intent of this easement that any management activities or alterations of the natural landscape or provision for access or recreation shall be consistent with the conservation purposes above.

2. Development Rights and Restrictions. No building, residential dwelling, structure, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Protected Property except as provided hereinbelow, the following reservations to be consistent with the conservation and public recreation purposes above:

a) Grantor reserves the right to maintain existing unpaved driveways, footpaths and other minor surface alterations; to excavate and fill as necessary to accomplish permitted building, recreational and silvicultural activities, and to construct, maintain and reconstruct additional unpaved footpaths or minor, roofless rustic improvements necessary or appropriate to assure safe passage, prevent erosion, or to enhance or protect the natural habitat.

b) All rights reserved herein by the Grantor may only be exercised subject to all applicable governmental permits and approvals required by law. Nothing herein shall commit the Holder to grant any such approval or permit.

c) Grantor reserves the right to manage and monitor the Protected Property for rare and endangered species, such activities including, but not limited to:

1) The rerouting or closing of trail segments or public access points that pose a substantial threat to protected species, provided that a system of public access trails remains open to the public at all times;

2) The right to grant access to the site for research;

3) Use of the property for educational and outreach purposes, including limited attendance walks and on-site stewardship training programs.

Grantor agrees that the activities or uses contemplated above shall not unreasonably interfere with the use of the Protected Property by the general public. All rights not specifically granted are hereby reserved by Grantor.

3. Provision of Public Recreation. The Grantor agrees to allow the public access to the Protected Property for passive recreational purposes and to use such trails or other facilities as they may exist or be developed, or where such use is permitted by the Department of Health on Class I and Class II Watershed Land. The public shall be defined as any resident of any municipality, state, country or nation. The Grantor may develop passive recreational facilities and support facilities for those passive activities on the Protected Property if none exists. Passive recreation shall be defined as recreational trail usage (non-motorized), recreational activities which do not require a formalized delineated playing field or area, picnicking, fishing, hunting, non-motorized boating and environmental education.

4. Other activities. No commercial, industrial, quarrying, or mining activities are permitted on the Protected Property.

5. Water Protection and Waste Disposal. The use of chemical herbicides, pesticides, fungicides, fertilizers and other agents must be limited to prevent any demonstrable adverse effect on wildlife, waters, and other important conservation interests to be protected by this Easement.

It is forbidden to dispose of or to store rubbish, garbage, debris, abandoned equipment, parts thereof, or other unsightly, offensive, toxic or hazardous waste material on the Protected Property except that vegetative waste may be composted, and other waste generated by permitted uses on the Protected Property may be stored temporarily in appropriate containment for removal at reasonable intervals, subject to all applicable local, state, and federal laws and regulations.

The Grantor covenants and represents that, to the best of Grantor's knowledge, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

6. Costs and Taxes. Grantor acknowledges that the Holder has no possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor is responsible to pay and discharge when due all property taxes and assessments and to avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Protected Property and will, to the fullest extent permitted by law, defend, release, relieve, hold harmless, and indemnify Holder, its officers, directors, agents, and employees therefrom and from any claims for damages which arise therefrom, except for harm caused by the negligent act or misconduct of Holder, or as may arise out of its workers' compensation obligations. This provision shall not be construed as a waiver of sovereign immunity.

Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "taxes"), and shall furnish Holder with satisfactory evidence of payment upon request. In order to assure the continued enforceability of this

Conservation Easement. Holder is authorized but in no event obligated to make or advance any payment of taxes, upon three (3) days prior written notice to Grantor, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantor at the lesser of two (2) percentage points over the prime rate of interest from time to time announced by Chemical Bank of New York or the maximum rate allowed by law. Holder shall have the right to place a lien on property of the Grantor in the event that the payment is not reimbursed to Holder within thirty (30) days.

7. Subdivision Limitation and Subsequent Transfers. The Protected Property must remain as an entity in a single ownership, and may not be divided, subdivided, partitioned or otherwise separated into parcels or lots, whether or not said Protected Property may be described herein, or have been described in any prior deed, as more than one piece or parcel of land.

Grantor agrees that the terms, conditions, restrictions, and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which the Grantor divests either the fee simple title or possessory interest in the Protected Property; and Grantor further agrees to notify Holder or any transfer at least thirty (30) days in advance thereof.

8. Miscellaneous.

a) Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. The rights of the Holder to enforce the terms, restrictions and covenants created under this easement shall not be extinguished by foreclosure of any mortgage or any publicly or privately placed lien, regardless of any subsequently placed mortgage or lien.

b) If any provision(s) of this Conservation and Public Recreation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation and Public Recreation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

c) Any uncertainty in the interpretation of this Conservation and Public Recreation Easement should be resolved in favor of conserving the Protected Property in its natural and scenic state.

d) If this Easement is extinguished by court order, or the powers of eminent domain, the proceeds of any taking or sale of the unrestricted property shall be divided between Grantor and Holder in the same proportion as the value of their respective interests, so calculated, as of the date of this grant, excepting any part of such proceeds attributable to improvements to the Protected Property made after the date of this grant. Holder will use such proceeds for its conservation purposes.

9. Remedies and Enforcement.

a) This Conservation and Public Recreation Easement granted hereby constitutes a conservation restriction on the Protected Property in favor of the Holder and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, this Conservation and Public Recreation Easement shall not be unenforceable on account of lack of privity of estate or contract or lack of benefit to particular land. Pursuant to CGS Section 47-42c, this Conservation and Public Recreation Easement may be enforced by injunction or proceedings in equity, or in any other manner permitted by law. It is further agreed by the parties that the Public Recreation Easement granted hereby may be enforced at law or in equity.

b) The failure or delay of the Holder, for any reason whatsoever, to enforce this Conservation and Public Recreation Easement shall not constitute a waiver of its rights and Grantor hereby waives any defense of laches, prescription, or estoppel.

c) Grantor is not responsible for injury to or change in the Protected Property resulting from "acts of God" so called, such as, but not limited to, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes. If a Court (or other decision maker chosen by mutual consent of the parties) determines that this Conservation and Public Recreation Easement has been breached, Grantor will reimburse Holder for any reasonable costs of enforcement, including court costs, reasonable attorneys' fees, and any other payments ordered by such Court.

d) The terms and conditions of said easement hereinabove set forth shall be binding upon and inure to the benefit of the Holder and its successors or assigns. However, said Conservation and Public Recreation Easement shall not entitle the Holder or its successors or assigns to any right of entry or use of the Protected Property except as provided herein and for periodic inspections in a reasonable manner and at reasonable times to ensure compliance with the conservation and recreation purposes above.

e) The captions herein have been inserted solely for convenience of reference and are not a part of this Conservation Easement and shall have no effect upon construction or interpretation.

10. Notices. Any notice to Holder required hereunder must be made by certified mail, return receipt requested, addressed to:

State of Connecticut
Department of Environmental Protection
Office of the Commissioner
79 Elm Street
Hartford, CT 06106

or such other address as may be furnished in writing.

Any notice to Grantor required hereunder must be made by certified mail, return receipt requested, addressed to:

Office of the Town Manager
Town of Mansfield
Audrey P. Beck Building
Four South Eagleville Road
Mansfield, CT 06268-2599

or such other address as may be furnished in writing.

Any notices to Holder or requests for Holder consent, required or contemplated hereunder, must include, at a minimum, sufficient information to enable the Holder to determine whether proposed plans are consistent with the terms of this Conservation and Public Recreation Easement and the conservation and recreation purposes hereof.

TO HAVE AND TO HOLD the above granted and bargained Conservation and Public Recreation Easement unto the said Holder and its successors and assigns forever.

AND THE GRANTOR, its successors and assigns does COVENANT with the Holder that it will WARRANT AND DEFEND the Protected Property to the said Holder and its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

REMAINDER OF PAGE IS BLANK.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

TOWN OF MANSFIELD

WITNESSES

Signature
Name in print

Matthew W. Hart Date
Town Manager
Duly Authorized

Name

Name

STATE OF CONNECTICUT)
) SS. TOWN OF MANSFIELD
COUNTY OF TOLLAND)



The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Matthew W. Hart, Town Manager, Town of Mansfield, Connecticut.

Commissioner of the Superior Court
Notary Public
My Commission Expires _____

The foregoing Conservation Easement is accepted this ____ day of _____, 20____, by Amey W. Marrella, Commissioner, Department of Environmental Protection, Pursuant to Connecticut General Statute 7-131d(e).

STATE OF CONNECTICUT

WITNESSES

Signature
Name in print

Amey W. Marrella Date
Commissioner
Department of Environmental Protection

Name

Name

STATE OF CONNECTICUT)
) SS. CITY OF HARTFORD
COUNTY OF HARTFORD)



The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Amey W. Marrella, Commissioner, Department of Environmental Protection, State of Connecticut for the State of Connecticut.

Commissioner of the Superior Court
Notary Public
My Commission Expires _____

STATUTORY AUTHORITY
Connecticut General Statutes
Section 7-131d(e)

APPROVED AS TO FORM
Richard Blumenthal
Attorney General

By: William B. Gundling
Associate Attorney General

Date

SCHEDULE A

The land upon which The Town of Mansfield is placing a permanent Conservation Easement is described further by means of the following property description.

Two parcels of land situated in the Town of Mansfield, County of Tolland, and State of Connecticut, more particularly bounded and described as follows:

FIRST PARCEL:

That certain parcel of land shown as "PROPOSED OPEN SPACE TO BE DEEDED TO THE TOWN OF MANSFIELD, AREA 235,928.6 SQ. FT. 5.4 ACRES", and "AREA OF PROPOSED OPEN SPACE AS SHOWN CORRECTS SAME AREA ON SHEET 3 OF 5 OF ORIGINAL SUBDIVISION", and "PROPOSED OPEN SPACE TO BE DEEDED TO THE TOWN OF MANSFIELD, AREA 21,724.1 SQ. FT. 0.5 ACRES" on a map entitled, "BOUNDARY PREPARED FOR THE DORWART FAMILY TRUST SHOWING OPEN SPACE TO BE PURCHASED BY THE TOWN OF MANSFIELD, MULBERRY ROAD, MANSFIELD, CONNECTICUT, SHEET 1 of 1, JOB #2004-091, SCALE 1" = 100', dated JANUARY 22, 2009 and revised "8/31/09 SHOW AREA TO BE QUITCLAIMED", prepared by Robert W. Hellstrom, L.S. #13626, "ROB HELLSTROM LAND SURVEYING, 32 MAIN STREET, HEBRON, CT., P.O. BOX 497 COLUMBIA, CT. 06237-0497 (860)228-9853. Said map is on file at the Office of the Town Clerk in the Town of Mansfield, CT. at Map Volume 38 Page 33.

Commencing at a point located the following courses and distances from the southwesterly street line of Mulberry Road, which is marked by a monument:

S 44°35'32" W a distance of 68.32 feet along the mutual boundary between Lot 4 and other land to be merged with M.J. Cook property to a point; thence S 08°33'04" W a distance of 41.56 feet along said boundary to the place and point of beginning.

Thence, from said point of beginning, S 06°58'55" E a distance of 61.31 feet along said other land to be merged, to a point which lies near the center of a brook;

thence S 34°19'35" E a distance of 60.29 feet along said land to be merged to an iron pin set at a point near a corner of stone walls;

thence S 08°38'23" E a distance of 339.37 feet along said land to be merged to a point which is a southeasterly corner of the herein described premises, the southwesterly corner of said other land to be merged and Lot 5 Homestead Area, which point is marked by an iron pin set;

thence N 76°32'34" W a distance of 68.70 feet to the northwesterly corner of said Lot 5, a southwesterly corner of the herein described premises and "TOWN OF MANSFIELD (FORMERLY DORWART) NEW AREA 2,309,937 SQ. FT. 53.03 ACRES", which corner is marked by an iron pin set;

thence N 11°00'15" W a distance of 285.44 feet along said Town of Mansfield to an iron pin set;

thence S 60°46'30" W a distance of 575.89 feet along said Town of Mansfield to a point, which point is the southerly corner of the herein described premises;

thence N 54°32'53" W a distance of 725.06 feet along said Town of Mansfield to an iron pin set;

thence continuing N 54°32'53" W a distance of 30.00 feet along said Town of Mansfield to the southwesterly corner of the herein described premises and a point lying near the center of a brook;

thence N 37°23'56" E a distance of 494.06 feet along said Town of Mansfield to a point lying near the center of a brook;

thence N 11°17'41" E a distance of 140.62 feet along said Town of Mansfield to the southerly street line of Mulberry Road and a point marked by an iron pin set;

thence N 73°48'39" E a distance of 190.79 feet along said southerly side of Mulberry Road to the northwesterly corner of Lot 2, which point is marked by a monument set;

thence S 46°20'38" W a distance of 26.85 feet along said Lot 2 and a stone wall to a bend in said wall, which point is marked by an iron pin set;

thence S 27°02'17" W for a distance of 45.09 feet along said Lot 2, to a point near the end of said wall marked by an iron pin set;

thence S 29°06'06" W a distance of 267.53 feet along said Lot 2 to an iron pin set at a corner of stone walls;

thence S 22°53'37" W a distance of 139.78 feet along said Lot 2 and a stone wall to a point marked by an iron pin set;

thence S 22°40'27" W a distance of 35.93 feet along said Lot 2 and a stone wall to the southwesterly corner of Lot 2 and a northwesterly corner of Lot 1, which point is marked by an iron pin set;

thence S 22°42'31" W a distance of 152.18 feet along said Lot 1 and a stone wall to a corner of stone walls, which corner is marked by an iron pin set;

thence S 22°42'57" W a distance of 24.73 feet along said Lot 1 to the southwesterly corner of Lot 1, which point is marked by an iron pin set;

thence S 54°32'53" E a distance of 164.28 feet along said Lot 1 to an iron pin set;

thence continuing S 54°32'53" E a distance of 248.72 feet to the most southerly corner of Lot 1 which corner is marked by an iron pin set;

thence N 42°08'23" E a distance of 211.55 feet along Lot 1 to a point marked by an iron pin set;

thence S 74°45'43" E a distance of 73.98 feet along Lot 1 to a southeasterly point of Lot 1 and a southwesterly point of Lot 4, which point is marked by an iron pin set;

thence S 74°55'38" E a distance of 161.73 feet along Lot 4 to the most southerly corner of Lot 4, which is marked by an iron pin set;

thence N 54°03'16" E a distance of 291.93 feet along Lot 4 to a northeasterly corner of Lot 4 near the center of a small brook, which point is marked by an iron pin set and is the place and point of beginning.

SECOND PARCEL:

That certain parcel of land shown as "TOWN OF MANSFIELD, (FORMERLY DORWART) New Area 2,309,937 SQ. FT. 53.03 ACRES" on a map entitled, "BOUNDARY PREPARED FOR THE DORWART FAMILY TRUST SHOWING OPEN SPACE TO BE PURCHASED BY THE TOWN OF MANSFIELD, MULBERRY ROAD, MANSFIELD, CONNECTICUT, SHEET 1 of 1, JOB #2004-091, SCALE 1" = 100', dated JANUARY 22, 2009 and revised "8/31/09 SHOW AREA TO BE QUITCLAIMED", prepared by Robert W. Hellstrom, L.S. #13626, ROB HELLSTROM LAND SURVEYING, 32 MAIN STREET, HEBRON, CT., P.O. Box 497 COLUMBIA, CT. 06237-0497 (860) 228-9853. Said Map is on file at the Office of the Town Clerk in the Town of Mansfield, CT, at Map Volume 38 Page 33.

Beginning at an iron pin set on the southerly side of Mulberry Road which marks the westerly boundary of the Proposed Open Space To Be Deeded To The Town of Mansfield and the northwesterly portion of the herein described land;

thence S 11°17'41" W for a distance of 140.62 feet to an angle point lying near the center of a brook;

thence, the line turns and runs S 37°23'56" W a distance of 494.06 feet to an angle point;

thence, the line turns and runs S 54°32'53" E a distance of 30.00 feet to an iron pin set;

thence continuing S 54°32'53" E a distance of 725.06 feet to an angle point;

thence the line turns and runs N 60°46'30" E a distance of 575.89 feet to an angle point;

thence, the line turns and runs S 11°00'15" E a distance of 285.44 feet to an iron pin set and land, now or formerly of Lot 5 Homestead Area;

the last six courses are running along land designated as Proposed Open Space To Be Deeded To The Town Of Mansfield, being the FIRST PARCEL described herein;

thence, the line runs S 00°56'38" E a distance of 1466.42 feet along said Lot 5 Homestead Area to an iron pin found and land, now or formerly, of Louis P. & Rup Sandra A. Blanchet;

thence the line turns and runs S 24°38'08" W a distance of 408.20 feet to an iron pin found;

thence the line runs S 27°48'48" W a distance of 59.60 feet to an iron pin set and the northwest corner of land N/F Charles Bass, and a northeast corner of land N/F Town of Mansfield (Mansfield Recreation Park, Inc., Lions Club);

thence the line turns and runs N 63°47'22" W a distance of 18.04 feet to an angle point;

thence the line runs N 46°12'55" W a distance of 26.12 feet to an iron pin set;

thence the line runs N 48°08'33" W a distance of 208.37 feet to an angle point;

thence the line runs N 62°42'14" W a distance of 145.28 feet to an angle point;

thence the line runs N 58°32'12" W a distance of 113.21 feet to an angle point;

thence the line runs N 50°08'59" W a distance of 118.56 feet to an angle point;

thence the line runs N 36°48'09" W a distance of 34.73 feet to a point marked by an iron pin set and land N/F of Kenneth Fitts;

the last seven courses are along Old Pent Road Abandoned, and land N/F of Town of Mansfield (Mansfield Recreation Park, Inc., Lions Club);

thence continuing along said abandoned road N 42°35'45" W a distance of 114.78 feet to an iron pin set;

thence N 28°30'38" W a distance of 300.72 feet to an iron pin set;

thence N 86°39'59" W a distance of 166.46 feet to an iron pin set;

thence the line runs N 58°59'37" W a distance of 131.37 feet to an iron pin set;

thence the line turns and runs N 84°31'51" W a distance of 188.77 feet to an angle point;

the last five courses being along said abandoned road and land N/F of Kenneth Fitts;

thence the line turns and runs N 24°59'27" E a distance of 14.66 feet to a point at a corner of stone walls and which point is marked by an iron pin set;

thence the line runs N 25°37'47" E a distance of 254.54 feet along a stone wall to an iron pin set;

thence the line runs N 13°06'08" E a distance of 150.76 feet along said wall to an angle point;

thence the line runs N 13°53'46" E a distance of 174.20 feet to an angle point;

thence the line runs N 16°09'53" E a distance of 194.02 feet to an iron pin set;

thence the line turns and runs N 57°25'03" W a distance of 90.00 feet to a stone pile;

thence the line runs N 58°41'32" W a distance of 285.70 feet to an iron pin set;

thence the line turns and runs N 42°51'24" W a distance of 74.97 feet to an iron pin set and Mulberry Road;

the last thirteen described courses run along land now or formerly of Kenneth Fitts;

thence, the line turns and runs N 18°36'50" E a distance of 70.51 feet to an angle point;

thence the line runs N 17°45'47" E a distance of 466.01 feet to an angle point;

thence the line runs N 22°50'50" E a distance of 50.48 feet to an iron pin set;

thence the line runs along the arc of a curve to the right at the radius of 350.00 feet, and the length of 216.27 feet to a drill hole;

thence the line runs N 58°15'05" E a distance of 74.56 feet to a point;

thence the line runs N 56°53'55" E a distance of 75.16 feet to an iron pin set;

thence the line runs N 44°44'06" E a distance of 313.32 feet to the point and place of beginning.

The last seven courses being along the easterly highway line of Mulberry Road.

Said premises are subject to:

1. Riparian rights of others in and to a brook crossing the insured premises.
2. Rights of others in and to an old Pent Road.

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership, Inc.
Date: July 12, 2010
Re: Small Town Economic Assistance Program (STEAP) Application for Storrs Center Parking Garage Controls and Equipment, and Parking Signage

Subject Matter/Background

In June 2010, the Connecticut Office of Policy and Management announced that it was accepting Small Town Economic Assistance Program (STEAP) grants with a deadline of July 20, 2010.

We have put together a proposal totaling \$498,000 to fund the parking structure equipment and controls, and parking wayfinding signage related to the Storrs Center downtown project. This request is similar to a more comprehensive federal appropriations request approved by the Town Council on January 8, 2010. (The appropriations request is pending.) The Town of Mansfield has been successful in receiving three previous STEAP grants for Storrs Center including funding for planning, the pedestrian walkway, and Phase 1A infrastructure.

The draft application with more detail is attached.

Financial Impact

The Town of Mansfield is not required to provide any match, but would incur administrative indirect costs to manage the project and grant. Municipal offices that would be involved in the project include finance, engineering and the Town Manager's Office. Mansfield Downtown Partnership staff would coordinate the management of the grant.

Legal Review

There is no legal review required for this action.

Recommendation

Staff recommends that the Town Council authorize the Town Manager to submit the STEAP application in the amount of \$498,000 for the design and construction of the parking structure equipment and controls, and parking wayfinding signage.

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

Move, effective July 8, 2010, to authorize the Town Manager to submit an application in the amount of \$498,000 to the Small Town Economic Assistance Program to fund systems control equipment for parking structure equipment and controls, and parking wayfinding signage associated with the Storrs Center project.

Attachments

- 1) DRAFT STEAP application

State of Connecticut
Office of Policy and Management
STEAP Project Application, Analysis & Eligibility
Pursuant to Connecticut General Statutes Section 4-600g

Applicant Town	Town of Mansfield
Applicant Address	4 South Eagleville Road
Project Location	Town of Mansfield
Requested STEAP Funding	\$498,000
Total Project Cost	\$498,000

Identify Town Officials and Professionals involved in developing and managing the project.

Matthew W. Hart, Town Manager, 860-429-3336

Print Name, Title and Phone Number

Lon Hultgren, Director of Public Works, 860-429-3332

Print Name, Title and Phone Number

Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership, Inc., 860-429-2740

Print Name, Title and Phone Number

Provide a description of the project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition or construction. Please be as comprehensive as possible in this description of this project. *(If necessary, attach response in a separate document.)*

(Example= Economic Development: Extend utilities to industrial park; Water/Sewer: 500 Ft water extension along Hop Spring Road; Road Improvement: Pave Smith Road; Parks and Recreation: New Playscape at Hill Park)

Please see attached.

How will the completion of your proposed project impact and benefit the community? (If necessary, attach response in a separate document.)

Please see attached.

What, if any, planning or design work has begun on this project?

Please see attached.

Is the proposed project consistent with the State Conservation and Development Policies Plan? (Plan detail is available at: www.ct.gov/opm/cdplan.)

Yes. The project is within a plan designated "Neighborhood Conservation Area."

Will the project require the conversion of lands currently in agricultural use to non-agricultural use? Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?

No.

Project Funding

What is the total cost of the project?

\$498,000

What is the total amount of funding secured for the project to date?

None; please see attached answer to "What is the municipality contributing towards the project?"

What are the sources of the other funds in place for the project?

Private funding, Town of Mansfield, University of Connecticut, Federal and State appropriations and grants are funding

If all project funds have not been raised or secured, what is the anticipated source and timeline for remaining funds?

N/A

What is the municipality financially contributing towards the project?

Please see attached.

Please complete the following table detailing the project sources and use of funds.

Sources	Non-STEAP Funds	STEAP Funds	Total
STEAP Grant		\$498,000	\$498,000
Local Funds			
Federal Funds			
Other			
Total			
Uses			
Professional Services			
Acquisition			
Construction/Renovation		\$498,000	\$498,000
Other			
Contingency			
Total		\$498,000	\$498,000

Attach the following material:

1. Site Location Map (if applicable)
2. Real Estate appraisals (if land acquisition is proposed)
3. Proposed project schedule
4. Project cost estimates supporting the request for funding (if available)
5. List of necessary local/state/federal permits and approvals required for the project

Please forward the items requested above with your application for STEAP assistance to:

Brenda L. Sisco, Acting Secretary
Attention: Barbara Rua
Office of Policy and Management
Budget and Financial Management Division
450 Capitol Avenue
Hartford, Connecticut 06106

This page must be read and signed by the chief executive official of the municipality in order for the municipality/ project to be considered for STEAP funding.

My signature below, as First Selectman, Mayor or Town Manager of the Town of _____, indicates acceptance of the following and further certifies that:

1. I will comply with any grant terms and conditions required by the administering agency;
2. I understand that should this grant application be approved I will be required to sign an assistance agreement with the assigned administering agency delineating the terms and conditions of this grant;
3. I understand that various permits may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review; and
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the General Statutes.

Applicant's Signature

Title

Date

July 7, 2010 DRAFT

**Town of Mansfield Attachment to Application for Small Town
Economic Assistance Program (STEAP)**

**Storrs Center Parking Garage Controls and Equipment, and Parking
Signage**

Provide a description of the project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition or construction. Please be as comprehensive as possible in the description of this project.

Storrs Center will be a mixed-use (restaurants, retail, office, housing, open space and parks) downtown project in the heart of Mansfield. The goal is to develop a vibrant and economically successful destination for residents, visitors, and University of Connecticut students and staff. The first phase of Storrs Center is scheduled to begin construction in spring 2011.

Funding is being requested for the continued development of Phase 1 of Storrs Center. Storrs Center will provide access to all transportation modes including automobile, pedestrian, bike, and bus. The Storrs Center Parking Garage Controls and Equipment, and Parking Signage project will design, specify and construct a communications and control system for access to the parking garage, and wayfinding parking signage for parking in the first phase. Seamless, intelligent controls will ensure this development remains "user friendly" to all vehicles, pedestrians and transportation modes.

Funding is being requested for the project from the Small Town Economic Assistance Program (STEAP) in the amount of \$498,000 for the design and construction of parking structure equipment and controls, and design and construction of wayfinding parking signage for parking at all locations. A parking structure with an intermodal hub will allow for the majority of parking to be centralized which assists with traffic management, maintains open space, and alleviates the effects of stormwater runoff by minimizing the impervious area. The parking equipment is necessary to complete the construction of the parking garage. Equipment will be selected based on the latest industry standards with the goal of cost efficiency and convenience for the customer. Clear, well placed signage will allow for efficient traffic patterns when consumers are looking for parking spaces. Safety for drivers and pedestrians is improved when vehicles are not circling or stopping to look for a place to park.

More detail follows on the project elements:

<u>Project Element</u>	<u>Estimated Cost</u>
Parking structure equipment (e.g., card readers, ticket dispensers, exit validators, pay stations, loop detectors, intercoms, ticket validators, card controllers)	\$250,000
Signs, paint, graphics, cameras, security support	\$100,000
Master software, fiber-optic connections from intermodal hub to the garage	\$65,000
Installation costs @ 20% of above	\$83,000

	\$498,000

Funding will be used in conjunction with \$10 million in state funding for the design and construction of the parking structure and \$490,000 in federal funding for design and construction of the intermodal hub.

How will the completion of your proposed project impact and benefit the community.

The Storrs Center Parking Garage Controls and Equipment, and Parking Signage project is part of the larger Storrs Center project which is being created to provide benefits to the community of Mansfield, the University of Connecticut, and the state of Connecticut. The requested funds from the STEAP grant would benefit various public and private stakeholders in the following ways:

- Business-owners and owners of commercial properties in the downtown would benefit from the retention and strengthening of existing businesses and the creation of new business opportunities;
- Town residents, including University of Connecticut students, would benefit from an increase in locally-available goods and services and employment opportunities and the establishment of a new community center that would enhance the community's quality of life;
- The Town of Mansfield would benefit from an enhanced commercial tax base;
- University of Connecticut students, staff, and visitors would benefit from increased off-campus amenities and an overall improvement of the University atmosphere, which will enhance the recruitment of students and faculty
(University of Connecticut recruitment statistics indicate that a major reason

students do not choose to attend the University is the lack of off-campus amenities);

- The State of Connecticut would share in all of the above-noted benefits, and accordingly, the State's commitment to the UConn 2000 and 21st Century UConn programs and the overall effort to enhance the University of Connecticut's reputation as a prominent national university and an appropriate "flagship" for the State's higher education system would be advanced.

More specifically, the Storrs Center Parking Garage Controls and Equipment, and Parking Signage project will integrate all the transportation elements together so that persons and vehicles will be able to find and pay for parking in an efficient manner. In turn, a well managed parking system will optimize operational capacity. An automated system will assist with reducing operational costs.

What, if any, planning or design work has begun on the project?

In November 2009, a Town Council appointed Parking Steering Committee began meeting to address parking management issues and develop a parking management plan. Walker Parking Consultants is working with the Town and the Committee on parking issues. The Committee is continuing to meet and plans are for a draft parking management plan to be prepared by early fall 2010. The plan will include recommendations on types of parking equipment and controls.

With respect to design for the parking structure, and intermodal hub, on April 15, 2010, the Town of Mansfield released two separate Requests for Qualifications (RFQ) for the design of both the parking garage and the intermodal hub. On May 12 and 13, 2010, fourteen responses were received from firms to design the garage, seven responses were received to design the intermodal hub, and five firms responded to both RFQs. The responses are currently being reviewed by a team comprised of staff from the Town of Mansfield, University of Connecticut, Windham Region Transit District, and Mansfield Downtown Partnership, Inc. A firm(s) are expected to be chosen by the end of summer 2010 with design to begin in fall 2010.

The requested funding will compliment the planning and design work being undertaken by the Town of Mansfield as described above.

What is the municipality financially contributing towards the project?

Storrs Center is a multi-million dollar project, with preliminary estimates in the \$220 million range. The master developer Storrs Center Alliance will be privately financing the majority of the project.

Currently, approximately \$2 million has been put toward planning, financial analyses, design and construction for the revitalization and enhancement of downtown Mansfield by the Town of Mansfield, the University of Connecticut, and the membership of the Mansfield Downtown Partnership. The Town of Mansfield, and the University of

Connecticut has put considerable resources toward this project. The Town paid for the Mansfield Downtown Action Agenda 2000, the Downtown Mansfield Master Plan with the University of Connecticut, and has committed funding for the last several years toward the operations of the Partnership, the entity that is coordinating the Storrs Center project. The University of Connecticut paid for an Environmental Impact Evaluation at Storrs Center, the Downtown Mansfield Master Plan with the Town, and an equal amount of funding for operations of the Partnership. In June 2009, the Town committed to \$302,000 in local match for federal funding for streetscape improvements to Storrs Road. Finally Town staff is preparing the design and engineering for the streetscape project, as well as management of that project and the pedestrian walkway linking the Town Hall and Community Center with the future Storrs Center.

The Town has been active in pursuing sources of grant funding for the Storrs Center project. Storrs Center has strong state and federal support. The Town has received \$35,000, \$90,000, and \$50,000 USDA Rural Business Enterprise Grants for planning costs and three previous STEAP grants for planning, construction of a pedestrian walkway linking the Town and the downtown, and infrastructure for the first phase of Storrs Center. Federal and state funding has been provided for improvements to Storrs Road and the parking garage/intermodal hub. Finally, the development team of Storrs Center Alliance has already spent over \$5 million for the planning and design of Storrs Center.

Attach the following material:

1) Site Location Map - Please see the attached Site Location Maps: (1) location of project in Mansfield, (2) Overall Site Plan, and (3) Phase 1 Utility Plan which highlights Phase 1 elements.

2) Real Estate appraisals (if land acquisition is proposed) – This application does not include any requests for funding for purchase or acquisition of land. The parking facilities will be located on a much larger parcel currently owned by the University of Connecticut, and under contract for sale to Storrs Center Alliance. The area containing the internal project roads, will be dedicated to the Town of Mansfield by Storrs Center Alliance. Storrs Road is a state road (Route 195) and will be retained as such.

3) Proposed project schedule – The design for the project will start in fall 2010 with construction scheduled to start in fall 2011.

4) Project cost estimates supporting the request for funding (if available)

Please see the response to the first question of “Provide a description of the project which includes the purpose of the project.”

5) List of necessary local/state/federal permits and approvals required for the project

Changes to the Town of Mansfield zoning map and text to create a special design district were approved by the Mansfield Planning & Zoning Commission in June 2007. A Mansfield Inland Wetlands Agency permit was approved in October 2007. No additional approvals are needed from these agencies for this project. Prior to construction, an administrative zoning permit must be issued by Town staff.

In the fall of 2008, the CT Department of Environmental Protection approved a permit for the project's stormwater system and the US Army Corps of Engineers approved a federal wetlands permit, to mirror the local approval referenced above.

In June 2009, a State Traffic Commission certificate was approved with conditions for improvements to Storrs Road.

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Cherie Trahan, Director of Finance
Date: July 12, 2010
Re: Ordinance Regarding the Procedure for Administration and Fiduciary Oversight of Town Finances

Subject Matter/Background

Section C303 of the Town Charter requires that the Town Council "shall provide by ordinance the procedure for administration and fiduciary oversight of the Town finances." Staff has attached for your review a draft ordinance that has been prepared by the Town Attorney and endorsed by the Finance Committee at its June 14th meeting. Also attached for your information are sections of the Mansfield Charter that may apply, the Financial Management Goals adopted and amended by the Town Council on November 25, 1996 and the more recently adopted Ordinance for Obtaining Goods and Services.

Legal Review

The Town attorney prepared the draft ordinance.

Recommendation

A public hearing is required for all ordinances. If the Town Council wishes to set a public hearing regarding the ordinance, the following motion is in order:

Move, effective July 12, 2010 to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on July 26, 2010, to solicit public comment regarding the proposed "Ordinance Regarding the Procedure for Administration and Fiduciary Oversight of Town Finances."

Attachments

- 1) Draft Ordinance Regarding the Procedure for Administration and Fiduciary Oversight of Town Finances



**Town of Mansfield
Code of Ordinances**

*An Ordinance regarding the Procedure for
Administration and Fiduciary Oversight of Town Finances*

June 14, 2010 Draft

Title

This chapter shall be known and may be cited as “An Ordinance regarding the Procedure for Administration and Fiduciary Oversight of Town Finances.”

Legislative Authority

This chapter is enacted pursuant to certain provisions of Town Charter section C303A.

Purpose

The purpose of this chapter is to provide by ordinance the procedure for administration and fiduciary oversight of the Town finances as required by Town Charter section C303A.

Administration and Fiduciary Oversight of Town Finances

Consistent with the responsibility of the Town Manager to the Town Council per section C502 of the Charter of the Town of Mansfield for the supervision, direction and administration of all departments, agencies and offices of the Town, the authority for administration and fiduciary oversight of Town finances shall be the responsibility of the Town Manager to be exercised in compliance with Charter section C506 regarding the Department of Finance, the Ordinance for Obtaining Goods and Services set forth in Chapter 76 of this Code, and the Financial Management Goals of the Town of Mansfield, as amended.

ARTICLE III
The Town Council

§ C301. The Council.

There shall be a Town Council consisting of nine members, herein referred to as the Council. The members shall serve without compensation except for the reimbursement of expenses incurred in the performance of official duties. No member of the Council shall simultaneously hold any other elected municipal office or paid position of the Town.

§ C302. Organization and procedure.

A. At the next regular meeting of the Town Council following the municipal election, the Town Council members shall elect, by a majority vote of all Council members, one of their number to serve as Mayor, who shall preside at Council meetings, and one of their number to serve as Deputy Mayor, who shall serve in the Mayor's temporary absence. If both are absent, the Council may designate from its membership a temporary presiding officer. At this meeting the Council shall fix the time and place of its regular meetings, which shall be at least once each month, and shall provide methods for calling special meetings. If the position of the Mayor is vacated, the Council shall elect a new Mayor in the same manner as prescribed in this section. The Mayor shall be recognized as the official head of the Town for all ceremonial purposes.

B. The Council shall determine its own rules of procedure. Five members shall constitute a quorum. All meetings of the Council for the transaction of business shall be open to the public in accordance with the Freedom of Information Act.³ All votes shall be recorded as prescribed by the C.G.S.

C. The Council shall keep for public inspection a journal of all its proceedings, including all roll call votes, which shall be the official record of its proceedings. The journal shall be maintained by the Town Clerk and shall be authenticated for each meeting by the signature of the Mayor or other presiding officer and the Town Clerk.

§ C303. Powers.

A. The Council shall be the governing body of the Town. It shall exercise and perform all the rights, powers, duties and obligations of the Town except as the same may be assigned by the C.G.S. or this Charter to some other officer, board, agency or to the Town Meeting. These powers include, in addition to all other powers, all the powers and duties now or hereafter conferred or imposed by the general statutes, special acts or otherwise upon Town Meetings, boards of finance, and boards of selectmen. The Council shall provide by ordinance the procedure for administration and fiduciary oversight of the Town finances. The Council may provide by ordinance for the exercise by the Manager or some other officer, board or agency of any of the administrative powers not otherwise assigned by this Charter. The legislative power of the Town and final authority concerning the tax rate are vested exclusively in the Council except as otherwise provided in this Charter.

3. Editor's Note: See C.G.S. § 1-7 et seq.

(2) Upon the suspension, removal or resignation of the Town Manager, the Council may appoint a temporary Manager, who shall be a qualified administrative officer of the Town, to serve at the pleasure of the Council for not more than 90 days. The temporary Manager shall have none of the powers of permanent appointment as are conferred upon the Manager in § C503 of this article.

← § C502. Duties of the Town Manager.

A. The Town Manager shall be responsible to the Council for the supervision, direction and administration of all departments, agencies and offices.

B. The Town Manager shall:

(1) Ensure that all laws and ordinances governing the Town are faithfully executed.

(2) Make periodic reports to the Council.

(3) Attend Council meetings with full right of participation in its discussions but without a right to vote.

(4) Submit to the Town Council and make available to the public complete reports on the finances and on the administrative activities of the Town as of the end of each fiscal year.

(5) Make recommendations to the Town Council concerning the affairs of the Town and facilitate the work of the Town Council in developing policy.

(6) Keep the Council fully advised as to the financial condition and anticipated future financial needs of the Town.

(7) Prepare and submit to the Council an annual budget.

(8) At the time of an emergency or disaster, expend the necessary funds to assure the smooth operation of Town business and the health, safety and well-being of the Town and its residents, consistent with this Charter; see § C409.

(9) Assist the Council to develop long-term goals for the Town and strategies to implement such goals.

(10) Encourage and provide staff support for regional and intergovernmental cooperation.

(11) Promote partnerships among Council, staff and citizens in developing public policy and building a sense of community.

(12) Exercise such powers and perform such other duties as may be required by ordinance or resolution of the Council not inconsistent with this Charter.

§ C503. Appointments by the Manager.

The Town Manager shall appoint, and may remove, all department directors and employees of the Town except as otherwise specifically provided by this Charter or the C.G.S. The Town Manager may, subject to the approval of the Council, perform the duties of any such office except those of the Town Treasurer and Town Clerk, provided that, in case the Town Treasurer is absent or unable to act, the Town Manager may countersign checks in accordance with the provisions of § C505 of this Charter. The Town Manager may designate an appointee to serve as acting Manager during the Manager's absence.

§ C504. Administrative departments.

In addition to those administrative departments, agencies and offices established by this Charter, as set forth in § C303B, the Town Council shall establish by ordinance various administrative departments, agencies and offices responsible for public services. Such departments, agencies and offices shall, except as otherwise provided in this Charter, have the powers and duties prescribed by law and by ordinance or resolution of said Council. The department directors shall have the power to appoint and remove such deputies, assistants and employees as shall be deemed necessary, with approval of the Town Manager and pursuant to the personnel provisions of Article VI of this Charter. The directors shall be responsible for the efficient discharge of the responsibilities of their departments, agencies and offices. The directors may delegate a part of the administrative duties of the department, agency or office to any appointee.

§ C505. Office of Town Clerk.

The Town Clerk shall have all powers and duties conferred or imposed by law on Town Clerks, shall serve as Clerk of the Council and shall have such other duties as are prescribed in this Charter or are assigned by the Manager or the Council. All fees collected by the Town Clerk or deputies or assistants shall be paid into the Town Treasury.



§ C506. Department of Finance.

A. The Department of Finance shall be responsible for:

- (1) The keeping of accounts and financial records.
- (2) The assessment and collection of taxes, special assessments and other revenues.
- (3) The custody and disbursement of Town funds and money.
- (4) The oversight of expenditures.
- (5) Except as otherwise provided in § C406, such other powers and duties as may be required by ordinance or resolution of the Town Council.

B. Accounts shall be kept by the Department of Finance showing the financial transactions for all departments and agencies of the Town. Forms for such accounts shall be prescribed by the Director of Finance with the approval of the

Town Manager. Financial reports shall be prepared for each quarter and for each fiscal year and for such other periods as may be required by the Town Manager or Town Council.

(1) Organization.

(a) The Director of Finance shall have direct supervision over the Department of Finance and the administration of the financial affairs of the Town. Subject to the approval of the Manager, the Director of Finance may perform the duties of any office within the Finance Department except that of the Treasurer, and may consolidate one or more such offices under one person, provided that the Town Treasurer shall not also be the Tax Collector or the purchasing agent.

(b) The Tax Collector, Assessor and Treasurer shall have all powers and duties imposed by law on such officers and shall have such other powers and duties as the Director may prescribe.

(c) Purchasing. The Town Council shall establish, by ordinance, procedures regarding the procurement of goods and services.

(d) Nothing herein shall prevent the creation of petty cash funds in individual departments from which small expenditures may be made under rules promulgated by the Director of Finance as to amounts, audits, evidence of expenditure and system for replenishment.

(2) Assessment and collection of taxes. Except as specifically provided in this Charter, the assessment of property for taxation, the billing and collection of taxes shall be performed as provided in the C.G.S.

(3) Expenditures and accounting.

(a) No purchase shall be made by any department, board, commission or officer of the Town other than the Board of Education, except through the purchasing agent.

(b) No vouchers, claim or charge against the Town shall be paid until the same has been audited and approved by the Director of Finance or an agent for correctness and validity. Payment of all approved claims shall be authorized by the Director of Finance which authorization shall be valid when countersigned by the Treasurer, provided that, in the absence or inability to act of either the Director of Finance or Treasurer, the Manager may be authorized to substitute temporarily for either but not both of them.

(c) The Director of Finance shall prescribe the time at which and the manner in which persons receiving money on account of the Town shall pay the same to the Town Treasurer.

(d) The several departments, commissions, officers and boards of the Town shall not involve the Town in any obligation to spend money for any purpose in excess of the amount appropriated therefor unless the matter has been approved by the Council. Each order drawn upon the Treasurer shall state the department, commission, board or officer and the appropriation against which it is to be charged.

(e) Except as otherwise provided in § C406, additional appropriations over and above the total budget may be made from time to time by resolution of the Council, upon recommendation of the Manager and certification from the Director of Finance that there are available unappropriated general fund or other resources in excess of the proposed additional appropriations.

(f) Appropriations for construction or for other permanent improvements, from whatever source derived, shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned. Any such project shall be deemed to have been abandoned if three fiscal years shall elapse without any expenditure from or encumbrance of the appropriation. Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the budget year shall lapse.

(g) Every payment made in violation of the provisions of this Charter shall be deemed illegal and every official authorizing or making such payment or taking part therein and every person receiving such payment or any part thereof shall be jointly and severally liable to the Town for the full amount so paid or received. If any officer or employee of the Town shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this Charter or take any part therein, such action shall be cause for removal.

§ C507. Official bonds.

A. The Town Manager, Town Clerk, Director of Finance, Treasurer, Tax Collector, Director of Public Works, Building Official and such other officers and employees as may be required to do so by the Council shall, before entering on their respective official duties, execute to the Town, in the form prescribed by the Council and approved by the Town Attorney, and file with the Town Clerk, a surety company bond in a penal sum to be fixed by the Council, conditioned upon honesty and/or the faithful performance of such official duties.

B. Nothing herein shall be construed to prevent the Council, if it deems it to be in the best interests of the Town, from prescribing a name schedule bond, schedule position bond or blanket bond, or from prescribing which departments, offices, agencies, boards or commissions shall be covered by a specific type of the aforementioned bonds. Premiums for such bonds shall be paid by the Town.

§ C508. Salaries.

Salaries of the Town Clerk, all directors and all employees in the classified service of the Town shall be determined by the Council, in conformity with a systematic pay plan for the positions involved, upon recommendation of the Manager, provided that nothing herein shall be construed to limit the power of the Board of Education to fix the compensation of the employees of the school system.

ARTICLE VI The Merit System

Sec§ C601. Merit principle.

FINANCIAL MANAGEMENT GOALS

PREFACE

The Fiscal Performance Goals adopted by the Town Council on March 9, 1987, as amended November 25, 1996, represent an effort to establish written policies for guiding the Town's financial management practices. These goals are not intended in any way to limit the authority of the Council to act, but rather to form a framework within which to make financial decisions and to monitor financial activity in a consistent manner. The adoption of these goals will not restrict the Town Council's ability and responsibility to respond to emergency or service delivery needs above or beyond the suggested limitations herein established.

FINANCIAL REPORTING PERFORMANCE GOALS

- A policy of full and open disclosure of all financial activity will be adhered to.
- Records will be maintained on a basis consistent with accepted government accounting standards.
- The Director of Finance will prepare monthly, quarterly and annual financial reports, presenting a summary of financial activity by major types of funds and programs.
- The Comprehensive Annual Financial Report will be prepared in conformity with accounting principles generally accepted in the United States of America and governmental financial reporting practices.
- An independent public accounting firm will be employed to perform an annual audit of all funds, authorities, agencies and grant programs, and the annual audited report will be made available to the general public, bond and financial consultants, and other interested citizens and organizations. The audit will be completed and submitted to the Town Council within one hundred fifty (150) days of the close of the Town's fiscal year.

RESERVE PERFORMANCE GOALS

- A contingency account will be established annually in the operating budget to:
 - a. provide for settlement of pending labor contract negotiations;
 - b. provide for temporary funding of unforeseen needs of an emergency or nonrecurring nature;
 - c. permit orderly budgetary adjustments when revenues are lost through the action of other governmental bodies;
 - d. provide the local match for public or private grants; and
 - e. meet unexpected small increases in service delivery costs.
- The contingency account will be budgeted at a level sufficient to provide for settlement of pending labor contract negotiations plus an amount not to exceed one percent of the proposed Town budget. The Town's budget will be amended at the time such contingency funds are committed. The contingency account will be separate from the carryover fund balance.

FUND BALANCE GOALS

- A year-to-year carryover fund balance will be maintained in an amount necessary to maintain adequate cash flow and to prevent the demand for short-term borrowing. The undesignated fund balance should be at least five percent (5%) of the general fund operating budget and shall be separate from the contingency account. Fund balance in excess of the three percent goal should be used for balancing the proposed operating tax budget in the succeeding fiscal year.
- It is Council policy that the practice of using fund balance as a source of financing future years operating budgets has an inherently destabilizing impact upon the operating budget. Therefore, any fund balance in excess of the five percent goal will be transferred to the CNR Fund and used for one-time expenditures.

CAPITAL IMPROVEMENTS PERFORMANCE GOALS

- Capital improvements will be based on long-range projected needs rather than on immediate needs, in order to minimize future maintenance, replacement and capital costs.
- All capital improvements should be made in accordance with the Town's five-year capital improvements program. The capital improvements program shall be revised annually.
- The development of the capital improvements program will be coordinated with the operating budget in order to maintain a reasonably stable total tax levy.
- Before submission to the Town Council, the Town Manager will identify the estimated cost and potential funding sources for each capital project proposed. Future operating costs associated with a proposed capital improvement will be estimated before a decision is made to implement a project.
- Federal, State and other intergovernmental and private funding sources will be sought out and used as available to assist in financing capital improvements.

INVESTMENT PERFORMANCE GOALS

- A cash flow analysis of all funds will be developed on a regular basis. Collections, deposits and disbursements of all funds will be scheduled in a way as to ensure maximum cash availability.
- Where permitted by law, cash from separate funds and sources will be pooled to maximize investment yields. Interest will be credited to the General Fund except where prohibited by law or where the source of the cash is from an individual or corporation to ensure performance. Interest will be credited to the Capital and Nonrecurring Expenditure Fund (CNR) on cash held in the CNR Fund and the Capital Fund. The interest income will be used for future capital projects or debt service.
- Investment policy will be consistent with State law and will provide for security of principal, as well as needed liquidity.

DEBT PERFORMANCE GOALS

- Long-term debt will be limited to those capital improvements that should not be financed from current revenues.
- The maturity date for any debt will not exceed the reasonably expected useful life of the project so financed.
- The total direct general obligation debt will not exceed three percent (3%) of the full assessment value of taxable property.
- As a means of further minimizing the impact of debt obligations of the taxpayers:
 - a. long-term net debt will not exceed \$500 per capita; and
 - b. these limitations will not apply to any debt incurred for emergency purposes.
- The issuance of bond, tax and revenue anticipation notes will be avoided.
- Special assessments, revenue bonds and/or any other available self-liquidating debt measures will be used instead of general obligation bonds where and when possible and applicable.
- An official statement will be prepared to be used in connection with all sales of bonds and notes.
- Good relations will be maintained with financial and bond rating agencies, and a policy of full and open disclosure on every financial report and bond prospectus will be followed.

OPERATING EXPENDITURES PERFORMANCE GOALS

- The Town Manager will propose and the Town Council will adopt and maintain a balanced budget in which expenditures will not be allowed to exceed reasonable estimated resources and revenues.
- All current operation and maintenance expenses will be paid from the current revenue sources.
- The operating budget will provide for the adequate maintenance of capital assets and equipment.
- The budget will provide for adequate funding of all employee benefit programs and retirement systems.
- A budgetary control system will be maintained to enable adherence to the adopted budget. This will include a record keeping system to be adhered to by all programs and activities receiving annual Town Council appropriations.
- A system of regular monthly fiscal reports comparing actual revenues and expenditures to budgeted amounts will be prepared and maintained.
- An effective risk management program to minimize loss and reduce costs will be developed and implemented. The Town Manager will ensure that adequate insurance programs are in place, including unemployment and workers' compensation insurance.
- Delivery of services by other public and private organizations will be encouraged whenever and wherever greater efficiency and effectiveness can be expected. Technology and productivity advancements that will help reduce or avoid increasing personnel costs as a proportion of the total budget, that use available resources more productively and creatively, and that avoid duplication of effort and resources will be utilized.
- A Reserve Fund for Capital and Nonrecurring Expenditures will be maintained and will be adequately funded each year by a transfer from the General Fund Budget and by unanticipated one time revenues.

Revenue Performance Goals

- A diversified and stable revenue system will be maintained as protection from short-run fluctuations.
- Annual revenues will be estimated on an objective and reasonable basis. The Town Manager will develop a method to project revenues on a multi-year basis.
- One time or special purpose revenues will be used only for capital expenditures or for expenditures required by the revenues and not to subsidize recurring personnel, operation or maintenance costs.
- All user charges and fees will be annually re-evaluated at a level related to the cost of providing the services.
- Appropriate expansion and diversification of the tax base will be encouraged and additional Federal and State revenues will be sought in order to reduce the reliance on the property tax as it affects individual homeowners.

Town of Mansfield
Code of Ordinances
"An Ordinance for Obtaining Goods and Services
By the Town of Mansfield"

Approved June 22, 2009

Section 1. Title.

This chapter shall be known and may be cited as "the Ordinance for Obtaining Goods and Services.

Section 2. Legislative Authority.

This chapter is enacted pursuant to the provisions of Town Charter section C506 B(1)(c).

Section 3. Purpose and Application.

- A. The purpose of this ordinance is to provide a set of procedures designed to obtain the best possible value for the necessary goods and services purchased by the Town of Mansfield, in accordance with Article V Section 506 of the Town Charter. The Town Council has determined that competitive bidding in some instances may be against the best interest of the Town. The Council, therefore, invokes its powers under Article V Section 506B(1)(c) to establish this ordinance designed to better ensure receipt by the Town of the best possible value for necessary goods and services by taking advantage of all prudent purchasing methods and opportunities available in the marketplace including the open competitive bidding process and delegates authority to implement these procedures to the Purchasing Agent. These procedures are further designed to provide for the fair and equitable treatment of all persons involved in public purchasing by the Town of Mansfield.
- B. This Ordinance shall apply to the purchase of all supplies, materials, equipment and other commodities and contractual services and construction (hereafter referred to as "products and services") required by any department, agency, board or commission of the Town, irrespective of the source of funds, except the purchase of specialized goods and contractual services for the purpose of instruction by the Board of Education. The Mansfield Board of Education and the Region 19 Board of Education shall be encouraged to adopt purchasing regulations similar to the provisions of this Ordinance. Nothing herein contained shall be construed to prevent the Director of Finance from serving, to the extent requested, as the Purchasing Agent for all requirements of the Board(s) of Education.

C. In order to increase the development and awareness of environmentally sound products and services, the Town of Mansfield will ensure that all possible and feasible specifications are reviewed for consideration of environmental impacts. Consideration will be given to those products that from a life cycle perspective, adversely affect the environment in the least possible way. This means that the Town of Mansfield will make a reasonable and responsible effort to choose product and services that:

- 1) are produced in an environmentally responsible manner
- 2) are distributed in an environmentally responsible manner
- 3) cause the least possible damage to the environment
- 4) can be removed in an environmentally responsible manner

Section 4. Solicitation and award procedures.

A. As provided in the Town Charter the Director of Finance shall serve as the Purchasing Agent for the Town, and shall be responsible for the procurement of all products and services for the Town. Subject to the limitations set forth in the Charter and in section 1B of this Ordinance, the Purchasing Agent shall have the authority to approve all contract specifications, prescribe the method of source selection to be utilized in the procurement of all products or services, award all contracts for products and services based on a determination of the bidder who offers the best value to the Town, and shall have the authority necessary to enforce the purchasing provisions of the Charter and these Rules. In addition, the Purchasing Agent shall have the following specific duties:

- 1) Inspect all supplies, material and equipment ordered by and delivered to the town to ensure compliance with specifications and conditions affecting the purchase thereof, or delegate the inspection thereof to such Town employees as are authorized to purchase said supplies, materials or equipment in accord with subsection B of this section;
- 2) Procure and award contracts for, or supervise the procurement of, all products and services needed by the Town, and maintain custody and care of all contracts for goods and contractual services to which the Town is a party;
- 3) Transfer between offices or sell, trade, or otherwise dispose of surplus supplies, materials, or equipment belonging to the Town;
- 4) Prepare, issue, revise, and maintain all bid specifications and establish and maintain programs for specification development, and the inspection, testing, and acceptance of products and services;

- 5) Prepare and adopt operational procedures governing the procurement functions of the Town;
- 6) Have the discretion and authority for cause to disqualify vendors and to declare them to be irresponsible bidders and to remove them from receiving any business from the Town;
- 7) To cancel, in whole or in part, an invitation to bid, a request for proposals, or any other solicitation, or to reject, in whole or in part, any and all bids or proposals when to do so is in the best interests of the Town;
- 8) To require, when necessary, bid deposits, performance bonds, insurance certificates, and labor and material bonds or other similar instruments or security which protect the interests of the Town;
- 9) Procure for the Town all federal and state tax exemptions to which they are entitled;
- 10) Ensure that the Town is exempt from state fair trade laws as provided by the Connecticut General Statutes;
- 11) To join with other units of government and with private sector organizations in cooperative purchasing plans when the best interests of the Town would be served;

B. Delegations to Other Town Officials. With the written approval of the Town Manager, the Purchasing Agent may delegate any portion of the authority to purchase certain products and services to other Town employees, if such delegation is deemed necessary and appropriate for the effective and efficient operation of Town government and for the procurement of those items. The Purchasing Agent, with the written approval of the Town Manager, may revoke such delegation at any time. The person to whom such authority is delegated shall be responsible for complying with the requirements of the Charter, this ordinance and any rules or regulations which may exist relating to the execution of the procurement process.

C. Methods of Source Selection. In accordance with Article V of the Town Charter, unless otherwise prescribed by law, the Purchasing Agent shall take advantage of all prudent purchasing methods and opportunities available in the marketplace. This includes, but is not limited to, such methods as competitive sealed bids, competitive sealed proposals, competitive negotiation, sole source procurement, small purchase procedures, credit card procedures, bulk ordering, emergency purchases, multi-step bidding, internet purchasing, use of cooperative purchasing plans and public auctions.

In deciding which method to utilize, the Purchasing Agent may take into consideration the following factors:

- 1) how to obtain the best value for the commodity;
- 2) whether or not to utilize a fixed-price or fixed-service contract under the circumstances;
- 3) whether quality, availability, or capability is overriding in relation to price;
- 4) whether the initial installation needs to be evaluated together with subsequent maintenance and service capabilities and what priority should be given to these requirements;
- 5) what benefits are derived from product or service compatibility and standardization and what priority should be given these requirements;
- 6) whether the marketplace will respond better to a solicitation permitting not only a range of alternative proposals, but evaluation, discussion, and negotiation of them before making the award;
- 7) what is practicable and advantageous to the Town;
- 8) the availability of vendors;
- 9) the efficiency of the process;
- 10) the fair and equitable treatment of potential participants;
- 11) the degree to which specifications can be made clear and complete;
- 12) the timeliness of the process to the needs of the Town;

D. **Award of Contract.** Contracts shall be awarded, by the Purchasing Agent, to the vendor who offers the best value to the Town. The Finance Committee shall be advised in the next quarterly financial report, or sooner when appropriate, when the Purchasing Agent awards a contract for goods or services (but not professional services as defined in Section I) other than by competitive sealed bid in accordance with Article V, Section 506B (1) (c) of the Town Charter. Best value shall be determined by consideration of some or all of the following factors as deemed appropriate by the Purchasing Agent:

- 1) The quality, availability, adaptability, and efficiency of use of the products and service to the particular use required;

- 2) The degree to which the provided products and services meet the specified needs of the Town, including consideration, when appropriate, of the compatibility with and ease of integration with existing products, services or systems;
- 3) The number, scope, and significance of conditions or exceptions attached or contained in the bid and the terms of warranties, guarantees, return policies, and insurance provisions;
- 4) Whether the vendor can supply the product or service promptly, or within the specified time, without delay or additional conditions;
- 5) The competitiveness and reasonableness of the total cost or price, including consideration of the total life-cycle cost and any operational costs that are incurred if accepted;
- 6) A cost analysis or a price analysis including the specific elements of costs, the appropriate verification of cost or pricing data, the necessity of certain costs, the reasonableness of amounts estimated for the necessary costs, the reasonableness of allowances for contingencies, the basis used for allocation of indirect costs, and the appropriateness of allocations of particular indirect costs to the proposed contract;
- 7) A price analysis involving an evaluation of prices for the same or similar products or services. Price analysis criteria include, but are not limited to: price submissions of prospective vendors in the current procurement, prior price quotations and contract prices charged by the vendor, prices published in catalogues or price lists, prices available on the open market, and in-house estimates of cost;
- 8) Whether or not the vendor can supply the product or perform the service at the price offered;
- 9) The ability, capacity, experience, skill, and judgment of the vendor to perform the contract;
- 10) The reputation, character and integrity of the vendor;
- 11) The quality of performance on previous contracts or services to the Town or others;
- 12) The previous and existing compliance by the vendor with laws and ordinances or previous performance relating to the contract or service, or on other contracts with the Town or other entities;

13) The sufficiency, stability, and future solvency of the financial resources of the vendor;

14) The ability of the vendor to provide future maintenance and service for the use of the products or services subject to the contract.

E. Common Specifications and Standards.

- 1) In accordance with this ordinance, all of the Town's departments, agencies, boards and commissions shall work together with the Purchasing Agent to identify common needs and establish standard specifications for the purchase of goods and contractual services which are commonly used by more than one department, agency, board, or commission.
- 2) The Purchasing Agent shall be responsible for identifying goods and contractual services common to the needs of the Town, School Department and their boards and commissions and for preparing and utilizing standard written specifications submitted for such goods and contractual services. After adoption, each standard specification shall, until revised or rescinded, apply in terms and effect to every purchase and contract for said goods or contractual service. The Town Manager may exempt any using agency of the Town from the use of the goods or contractual services in such standard specification if, in his/her judgment, it is to the best interest of the Town to so do.

F. Sole Source Procurement and Brand Name Specification.

- 1) It is the policy of the Town to encourage fair and practicable competition consistent with obtaining the best possible value for the necessary products and services required by the Town. Since the use of sole source procurement or a brand name specification is restrictive, it may be used only when the Purchasing Agent makes a written determination that there is only one practical source for the required product or service or that only the identified brand name item or items will satisfy the Town's needs and the Town Manager concurs with such finding. A requirement for a particular brand name does not justify sole source procurement if there is more than one potential vendor for that product or service.
- 2) Any request by a Using Agency that procurement be restricted to one potential contractor or be limited to a specific brand name shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

3) A record of all sole source procurements and brand name specifications shall be maintained. Sole source records shall list each contractor's name; the amount and type of each contract; a listing of the products or services procured under each contract; and the effective dates of the contract. Brand name records shall list the brand name specification used, the number of suppliers solicited, the identity of these suppliers, the supplier awarded the contract, and the contract price. The Town Council Finance Committee shall be advised, in the next quarterly financial report, or sooner when appropriate, when the Purchasing Agent and the Town Manager have made a determination of brand name or sole source selection.

G. All purchases made and contracts executed by the Purchasing Agent shall be pursuant to a written or electronic purchase order from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be issued to any vendor unless and until the Director of Finance certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued. This requirement may be deferred in the event that an emergency situation requires prompt action by the Purchasing Agent. This section will not prevent the use of open purchase orders or the use of a purchasing card program designed to consolidate many small transactions onto a single monthly invoice.

H. The responsible head of each department, office, institution, board, commission, agency or instrumentality of the Town shall certify, in writing, to the Purchasing Agent the names of such officers or employees who shall be exclusively authorized to sign purchase orders for such respective department, office, institution, board, commission, agency or instrumentality, and all requests for purchases shall be void unless executed by such certified officers or employees and approved by the Purchasing Agent.

I. **Professional Services.** As the procurement of professional services is generally exempt from the requirements of competitive sealed bidding, all contracts for professional services including legal services shall be obtained in accordance with the following guidelines; with the exception of the Town Attorney who shall be chosen in accordance with Article III Section 305 of the Town Charter. The Town Manager shall execute an agreement for professional services with the appointed Town Attorney.

1) A Request for Proposal (RFP) or Request for Qualifications (RFQ) shall be written for all requests for professional services (except as described in subsection 3 below) in excess of \$10,000. The RFP or RFQ shall be written in such a manner as to describe the requirement to be met, without having the effect of exclusively requiring a

proprietary product or service, or procurement from a sole source, unless approved in accordance with the requirements of this Article.

- 2) When the scope of work is less precise, the preferred method of obtaining professional services shall be through the use of competitive negotiation. The process used for the solicitation of proposals shall assure that a reasonable and representative number of vendors are given an opportunity to compete. The Town Manager may limit the number of qualified vendors considered and may approve solicitation by invitation or public notice.
- 3) In accordance with Article III Section 305 (C) of the Town Charter, the Town Manager with the approval of the Town Council may obtain special legal services other than the Town Attorney. In obtaining those services the Town Manager may consider in addition to hourly rate, the reputation, character and integrity of the firm, the quality of performance on previous contracts and services to the Town, the ability of the firm to provide these services over an extended period, and the ability, capacity, experience, skill and judgment of the attorneys performing the service.
- 4) The award of a professional services contract shall be done in a manner designed to obtain the best possible value to the Town and with consideration of the factors listed in Subsection D of this Ordinance titled "Award of Contract".
- 5) Professional services are defined as:
 - a) work requiring knowledge of an advanced type in a field of study and which frequently require special credentialing, certification or licensure. Such areas include but are not limited to engineers, architects, appraisers, medical service providers, consultants, actuaries, banking services, legal, or;
 - b) work that is original and creative in character in a recognized field or artistic endeavor or requires special abilities and depends primarily on a person's invention, imagination, or creative talent. Such fields or artistic endeavor include but are not limited to the following: health & fitness, cultural arts, crafts, ice skating, specialty area instructors; and
 - c) work that requires consistent exercise of independent discretion and judgment to perform according to their own methods and without being subject to the control of the Town except as to the result of the work.

d) professional service providers shall not be dependent on the Town as their sole client, and must be clearly considered an independent contractor as opposed to an employee as defined by State and Federal laws, regulations, and court decisions.

6) On behalf of the Town, the Town Manager shall have the authority and responsibility to execute professional service contracts in excess of \$10,000.

J) **Invoice Schedule.** All contracts for goods, contractual services and professional services to which the Town is a party shall include a provision requiring the vendor or contractor to invoice the Town in a timely manner, pursuant to a schedule established by the Purchasing Agent.

K) **Custody of Contracts.** All contracts for goods, contractual services and professional services to which the Town is a party shall be kept in the office of the Purchasing Agent and shall be under the care and custody of the Purchasing Agent unless the Purchasing Agent has delegated the authority to take custody of such a contract to another Town official in accord with subsection B of this section. All other contracts to which the Town is a party or to which any officer or board, bureau or commission of the town, acting in behalf of the Town, is a party shall be kept on file in the Town Clerk's office and shall be under the care and custody of the Town Clerk. When any officer, board, bureau or commission of said Town shall require any original contract in which the Town is interested, as aforesaid, the contract shall not be taken from the Town Clerk's or Purchasing Agent's office until such officer, board, bureau or commission has given a receipt therefore, and a copy of such contract shall be filed with the Town Clerk or Purchasing Agent, as soon as the same can be made. The above provisions shall not apply when any such contract is needed for temporary use in the town building and is returned on the same day that it is taken.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Mary Stanton, Town Clerk
Date: July 12, 2010
Re: Freedom of Information Act Requests, Cases, and Updates

As requested by Town Council, staff is providing this report/update for information purposes. No specific council action is recommended at this time.

Freedom of Information Requests and Procedures

As you may recall, staff implemented a Freedom of Information Act (FOIA) policy in February 2009. The policy establishes a set of internal procedures to centralize the process for handling FOIA requests.

The intent of the policy is to:

- Ensure that a consistent process is followed throughout the organization when responding to FOI requests
- Ensure that the town is being timely and responsive to FOI requests
- Ensure that the town is responding to FOI requests in an efficient manner and deploying staff resources appropriately
- Ensure that the town is documenting its responses to FOI requests
- Ensure that the town is complying with Connecticut FOI statutes, including the release of documents subject to disclosure and the withholding of documents or information such as social security numbers or bank account numbers of employees or other confidential information that is exempt from disclosure
- To recoup some revenue for processing FOI requests by charging allowable fees as established by state statute

Staff has found that they have been able to accomplish the intended goals stated above. Staff is confident that FOI requests are being processed in a manner that is consistent with the law. Staff also feels that the established process provides an improved means for processing citizen requests.

The types of requests we receive vary depending on the information being sought. A sample of the information requests include:

- Resumes and employment applications of employees
- Individual timesheets, payroll, and leave information of employees
- Documents related to employee benefits

- Payment vouchers and invoice back-up
- Various General Ledger and accounting printouts
- Fire Department reports related to calls for service
- Contracts for services and studies performed for the Town
- Ingoing and outgoing email communication of staff
- Ingoing and outgoing communication between staff and legal counsel
- Ingoing and outgoing communication between staff and citizens
- Outstanding check information

Most of these requests are for documents that would not normally be published on a municipal website, particularly documents related to an individual's employment history, payment vouchers, etc. When processing requests related to employee work history, benefits, risk management and legal counsel/pending litigation staff must carefully review the documents and redact confidential material that is not subject to disclosure. Examples include social security numbers, medical conditions, personal bank account numbers and home addresses of public safety personnel.

Staff will provide a handout to Council on Monday evening that includes FOI data statistics for calendar year 2009 and fiscal year 2009-2010.

Freedom of Information Cases

In the spring of 2009 three freedom of information cases were filed against the Board of Ethics. These cases have been resolved and final decisions have been rendered by the Freedom of Information Commission (FOIC). Parts of the complaints were found to not have merit but it was determined that the board had made a few technical violations. No fines or corrective action were imposed on the Board of Ethics by the commission. Neither the complainants nor the board objected to the freedom of information reports that were adopted by the commission and issued as the final decisions.

- Docket #FIC 2009-627 Wassmundt v. Board of Ethics
 - Ms. Wassmundt alleged that the Board "convened an improper executive session at its meeting of September 17, 2009...and that the purpose of the executive session was improper."¹ The Commission stated that the Board of Ethics "did not violate the open meeting provision of the FOI Act by discussing the email in executive session."² The Commission also determined that the board "did not violate the open meetings provisions of the FOI Act" by discussing an ethics complaint because that is governed by §§7-148h and 1-82a, G.S.³ It was found however that the Board of Ethics should have listed the ethics complaint discussion as permitted under §§7-148h and 1-82a, C.G.S and not pursuant to "executive session."⁴ Lastly the Commission pointed out that the former chair, Mr. Sikoski, had "customarily used the Chairman's Report to raise a variety of items for discussion"⁵ and that when the Vice-Chairperson (in the Chair's

¹ Page 1 of FIC200-627 Final Decision, Section 2

² Page 4 of FIC200-627 Final Decision, Section 17

³ Page 4 of FIC200-627 Final Decision, Section 15

⁴ Page 4 of FIC200-627 Final Decision, Section 14

⁵ Page 2 of FIC200-627 Final Decision, Section 5

absence) used Vice Chairperson's Report as an agenda item, that it was not specific enough an agenda item, hence violating §1-225(d), C.G.S.⁶

- Docket #FIC 2009-690 Wassmundt v. Board of Ethics
 - Ms. Wassmundt alleged that the Board of Ethics "held an unnoticed meeting sometime between October 21, 2009 and October 24, 2009."⁷ This complaint was found to have no merit and was dismissed.⁸
- Docket #FIC 2009-656 Sikoski v. Board of Ethics et al
 - Mr. Sikoski, the complainant alleged that the Board of Ethics "held an unnoticed meeting immediately following their special meeting of October 29, 2009."⁹ This complaint was found to have no merit.¹⁰
 - Mr. Sikoski also alleged that the Board of Ethics "improperly added an agenda item to its special meeting of October 15, 2009."¹¹ This complaint was found to have merit¹² since an agenda item was added to a special meeting. However, the decision pointed out that the "Complainant (Sikoski) was chairman of the respondent board and drew up the agendas for all the board's meetings. It is further found that the complainant refused to create and follow a schedule of regular meetings. ...It is found that because the complainant (Sikoski) refused to include the item on the agenda and because the board held no regular meetings, the respondent Stevens moved to amend the agenda of the special meeting of October 15, 2009. It is found that the matter was seconded and the motion to amend passed unanimously, including the vote of the complainant (Sikoski)."¹³

Lastly, the town has one pending freedom of information case, Docket #FIC 2010-242 Sikoski v. Town. In this complaint, Mr. Sikoski alleges that the town violated freedom of information laws by not disclosing W-2 statements of employees. The town disagrees with his complaint and does not believe the documents are discloseable per federal and state laws. The hearing for this case was held on July 6, 2010 and the complainant (Sikoski) did not attend. The town is awaiting the report of the freedom of information hearing officer on the case.

Financial Impact

During fiscal year 2009-2010 we collected \$379.44 in FOI fees. In most instances, individuals filing an FOI request are seeking to publicly inspect documents and may only copy select portions of the information.

Processing FOI requests has an impact on staff resources. Conservatively, depending upon the volume and nature of the FOI requests received, the Department of Finance, the Town Manager's Office and the Town Clerk are collectively spending 5-15 hours per

⁶ Page 3 of FIC200-627 Final Decision, Sections 9-10

⁷ Page 1 of FIC200-690 Final Decision, Section 2

⁸ Page 2 of FIC200-690 Final Decision, Section 10

⁹ Page 1 of FIC200-656 Final Decision, Section 2

¹⁰ Page 2 of FIC200-656 Final Decision, Sections 5-9

¹¹ Page 1 of FIC200-656 Final Decision, Section 2

¹² Page 3 of FIC200-656 Final Decision, Section 15

¹³ Page 2-3 of FIC200-656 Final Decision, Sections 11-14

week processing requests. In some instances, staff is collectively spending more than 15 hours per week processing FOIA requests. The following positions are those most commonly involved with processing FOI requests depending upon the nature of the documents being sought: Assistant to Town Manager (\$40.70/hr),¹⁴ Town Clerk (\$38.22/hr), Assistant Town Clerks (\$26.13/hr), Controller/Treasurer (\$35.10/hr), Finance Clerks (\$24.82/hr), Payroll Administrator (\$28.69/hr) and the Human Resources Associate (\$23.83/hr).

Attachments

- 1) Freedom of Information Commission #FIC 2009-627 Final Decision
- 2) Freedom of Information Commission #FIC 2009-690 Final Decision
- 3) Freedom of Information Commission #FIC 2009-656

¹⁴ Hourly rates do not reflect additional costs such as payroll taxes and benefits.

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

NOTICE OF FINAL DECISION,

Elizabeth T. Wassmundt,

Complainant

against

Docket #FIC 2009-627

Board of Ethics, Town of Mansfield,

Respondent

June 18, 2010

TO: Elizabeth T. Wassmundt; and Attorney Dennis O'Brien, for the respondents.

This will serve as notice of the Final Decision of the Freedom of Information Commission in the above matter as provided by §4-183(c), G.S. The Commission adopted the Final Decision in the above-captioned case at its regular meeting of June 9, 2010.

By Order of the Freedom of
Information Commission



Cynthia A. Cannata
Acting Clerk of the Commission

FIC/2009-627/NFD/eac/6/16/2010

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

FINAL DECISION

Elizabeth T. Wassmundt,

Complainant

against

Docket #FIC 2009-627

Board of Ethics, Town of Mansfield,

Respondent

June 9, 2010

The above-captioned matter was heard as a contested case on March 2, 2010, at which time the complainant and the respondent appeared, stipulated to certain facts and presented testimony, exhibits and argument on the complaint. The matter was consolidated for hearing with Docket #FIC 2009-656; Mike Sikoski v. Nancy Cox, Chair, Board of Ethics, Town of Mansfield; Nora Stevens, Vice Chair, Board of Ethics, Town of Mansfield; Maria Capriola, Assistant to the Town Manager, Town of Mansfield; and Board of Ethics, Town of Mansfield; and Docket #FIC 2009-690; Elizabeth T. Wassmundt v. Board of Ethics, Town of Mansfield.

After consideration of the entire record, the following facts are found and conclusions of law are reached:

1. The respondent is a public agency within the meaning of §1-200(1), G.S.
2. By letter received and filed on October 16, 2009, the complainant appealed to the Freedom of Information ("FOI") Commission, alleging that the respondent violated the FOI Act by convening an improper executive session at its meeting of September 17, 2009. The complainant alleged that the agenda of the meeting did not indicate that the respondent planned an executive session. The complainant alleged, too, that the purpose of the executive session was improper.
3. Section 1-225, G.S., provides in relevant part that:
 - (a) The meetings of all public agencies, except executive sessions, as defined in subdivision (6) of section 1-200, shall be public . . .
 - (d) Notice of each special meeting of every public agency . . . shall specify the time and place of the special meeting and the business to be transacted.

4. Section 1-200, G.S., in relevant part, provides:

(6) "Executive sessions" means a meeting of a public agency at which the public is excluded for one or more of the following purposes: (A) Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting; (B) strategy and negotiations with respect to pending claims or pending litigation to which the public agency or a member thereof, because of the member's conduct as a member of such agency, is a party until such litigation or claim has been finally adjudicated or otherwise settled; (C) matters concerning security strategy or the deployment of security personnel, or devices affecting public security; (D) discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned; and (E) discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-210.

5. It is found that the respondent held a special meeting on September 17, 2009. It is found that the agenda for the meeting included the "Vice Chairperson's Report." (It is found that the vice-chairwoman presided over the September 17, 2009 meeting in the chairman's absence.) It is found that the chairman customarily used the Chairman's Report to raise a variety of items for discussion.

6. It is found that at the meeting of September 17, 2009, the vice-chairwoman raised the following two items of discussion under "Vice-chairperson's Report": a minority opinion by the chairman dissenting from the respondent's finding of no probable cause on an ethics complaint, and an e-mail sent by the chairman criticizing the assistant to the town manager, who also served as the respondent's recording secretary.

7. It is found that the respondent held an executive session to discuss the items referenced in paragraph 6, above. It is found that the respondent stated at the meeting that the reason for the executive session was to discuss "personnel."

8. In Zoning Board of Appeals of the Town of Plainfield, et al. v. FOIC et al., Superior Court, Docket No. CV 99-0497917-S, Judicial District of New Britain, Memorandum of Decision dated May 3, 2000 (Satter, J.), reversed on other grounds, 66

Conn. App. 279 (2001), the court observed that one purpose of a meeting agenda "is that the public and interested parties be apprised of matters to be taken up at the meeting in order to properly prepare and be present to express their views," and that "[a] notice is proper only if it fairly apprises the public of the action proposed, making possible intelligent preparation for participation in the hearing."

9. It is found that the agenda item "Vice-Chairman's Report" was not sufficiently specific to apprise the public of the matters to be considered at the September 17, 2009 special meeting.

10. Consequently, it is concluded that the respondent violated §1-225(d), G.S.

11. It is concluded that the FOI Act does not require an agenda to state that an agency plans to hold an executive session, as the complainant alleged. Docket #FIC 1991-136; John P. Ambrogio and Lewis Perry v. Hamden Board of Police Commissioners.

12. With respect to the complainant's allegation that the executive session was improper, §7-148h, G.S., in relevant part, provides:

(a) Any town, city, district, as defined in section 7-324, or borough may, by charter provision or ordinance, establish a board, commission, council, committee or other agency to investigate allegations of unethical conduct, corrupting influence or illegal activities levied against any official, officer or employee of such town, city, district or borough. The provisions of subsections (a) to (e), inclusive, of section 1-82a shall apply to allegations before any such agency of such conduct, influence or activities, to an investigation of such allegations conducted prior to a probable cause finding, and to a finding of probable cause or no probable cause....

[Emphasis added.]

13. Section 1-82a, G.S., provides, in relevant part:

(b) An investigation conducted prior to a probable cause finding shall be confidential except upon the request of the respondent. If the investigation is confidential, the allegations in the complaint and any information supplied to or received from the commission shall not be disclosed during the investigation to any third party by a complainant, respondent, witness, designated party, or commission or staff member. ...

(d) If the commission makes a finding of no probable cause, the complaint and the record of its investigation shall remain confidential, except upon the request of the respondent...

14. It is found that the discussion of the ethics complaint conducted in private by the respondent on September 17, 2009 was conducted confidentially as permitted by §§7-148h and 1-82a, G.S. It is found however, that the respondent's use of the term "executive session" to describe the confidential ethics complaint discussion was inapt. The respondent should have described the ethics complaint investigation as being convened pursuant to the provisions of §§7-148h and 1-82a, G.S., and not pursuant to the "executive session" provisions of the FOI Act.

15. It is concluded, therefore, that because §§7-148h and 1-82a, G.S., govern the ethics complaint discussion held on September 17, 2009, the respondent did not violate the open meetings provisions of the FOI Act.

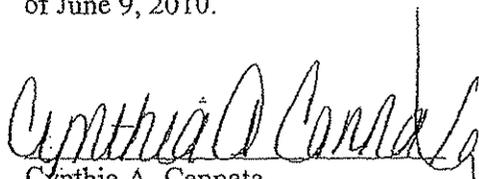
16. With respect to the e-mail discussed in the executive session, as described in paragraph 6, above, it is found that the respondent discussed the performance of both the assistant to the town manager, who was the subject of the e-mail, and the respondent's chairman, who sent the e-mail. It is found that the respondent discussed the performance of a public officer or employee, within the meaning of §1-200(6)(A), G.S.

17. It is concluded, therefore, that the respondent did not violate the open meetings provision of the FOI Act by discussing the e-mail in executive session.

The following order by the Commission is hereby recommended on the basis of the record concerning the above-captioned complaint:

1. Henceforth the respondents shall strictly comply with the provisions of §1-225(d), G.S.

Approved by Order of the Freedom of Information Commission at its regular meeting of June 9, 2010.


Cynthia A. Cannata
Acting Clerk of the Commission

Docket #FIC 2009-627

PURSUANT TO SECTION 4-180(c), G.S., THE FOLLOWING ARE THE NAMES OF EACH PARTY AND THE MOST RECENT MAILING ADDRESS, PROVIDED TO THE FREEDOM OF INFORMATION COMMISSION, OF THE PARTIES OR THEIR AUTHORIZED REPRESENTATIVE.

THE PARTIES TO THIS CONTESTED CASE ARE:

Elizabeth T. Wassmundt
54 Old Turnpike Road
Storrs, CT 06268

Board of Ethics, Town of Mansfield
c/o Dennis O'Brien, Esq.
120 Bolivia Street
Willimantic, CT 06226



Cynthia A. Cannata
Acting Clerk of the Commission

FIC/2009-627/FD/cac/6/16/2010

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

NOTICE OF FINAL DECISION

Elizabeth T. Wassmundt,

Complainant

against

Docket #FIC 2009-690

Board of Ethics, Town of Mansfield,

Respondent

June 18, 2010

TO: Elizabeth T. Wassmundt; and Attorney Dennis O'Brien, for the respondents.

This will serve as notice of the Final Decision of the Freedom of Information Commission in the above matter as provided by §4-183(c), G.S. The Commission adopted the Final Decision in the above-captioned case at its regular meeting of June 9, 2010.

By Order of the Freedom of
Information Commission



Cynthia A. Cannata
Acting Clerk of the Commission

FIC/2009-690/NFD/cac/6/16/2010

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

FINAL DECISION

Elizabeth T. Wassmundt,

Complainant

against

Docket #FIC 2009-690

Board of Ethics, Town of Mansfield,

Respondent

June 9, 2010

The above-captioned matter was heard as a contested case on March 2, 2010, at which time the complainant and the respondent appeared, stipulated to certain facts and presented testimony, exhibits and argument on the complaint. The matter was consolidated for hearing with docket #FIC 2009-627; Elizabeth T. Wassmundt v. Board of Ethics, Town of Mansfield; and docket #FIC 2009-656; Mike Sikoski v. Nancy Cox, Chair, Board of Ethics, Town of Mansfield; Nora Stevens, Vice Chair, Board of Ethics, Town of Mansfield; Maria Capriola, Assistant to the Town Manager, Town of Mansfield; and Board of Ethics, Town of Mansfield.

After consideration of the entire record, the following facts are found and conclusions of law are reached:

1. The respondent is a public agency within the meaning of §1-200(1), G.S.
2. By letter received and filed on November 16, 2009, the complainant appealed to the Freedom of Information ("FOI") Commission, alleging that the respondent violated the FOI Act by holding an unnoticed meeting sometime between October 21, 2009 and October 24, 2009.
3. Section 1-225, G.S., provides in relevant part: "The meetings of all public agencies ... shall be public."
4. Section 1-200, G.S., provides:

"Meeting" means any hearing or other proceeding of a public agency, any convening or assembly of a quorum of a multimember public agency, and any communication by or to a quorum of a multimember public agency, whether in person or by means of electronic equipment, to discuss or act upon a matter over which the public agency has supervision, control, jurisdiction or advisory power.

5. It is found that the respondent held an executive session at its meeting of September 17, 2009. It is found that the complainant subsequently asked the vice-chairwoman, who presided over the meeting, whether the respondent's recording secretary attended the executive session.

6. It is found that on October 14, 2009, the vice-chairwoman informed the complainant by e-mail that the recording secretary had not attended the executive session.

7. It is found that on October 21, 2009, however, the vice-chairwoman informed the complainant by e-mail that after speaking with other members of the Board of Ethics, she learned that the recording secretary *did* attend the executive session.

8. It is found that upon further inquiry by the complainant, the vice-chairwoman informed the complainant by e-mail on October 24, 2009 that "two members did tell me that [the recording secretary] was present."

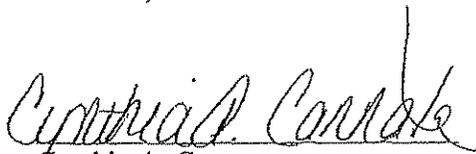
9. It is found that the vice-chairperson's limited inquiry of two other board members as to whether the recording secretary attended the executive session was not a hearing or other proceeding of the respondent. It is also found that the inquiry was not a convening or assembly of a quorum of the respondent, nor was it communication by or to a quorum to discuss or act upon a matter over which the respondent has supervision, control, jurisdiction or advisory power.

10. It is concluded, therefore, that the vice-chairperson did not hold an unnoticed meeting and did not violate the open meeting requirements of the FOI Act.

The following order by the Commission is hereby recommended on the basis of the record concerning the above-captioned complaint:

1. The complaint is dismissed.

Approved by Order of the Freedom of Information Commission at its regular meeting of June 9, 2010.


Cynthia A. Cannata
Acting Clerk of the Commission

Docket #FIC 2009-690

PURSUANT TO SECTION 4-180(c), G.S., THE FOLLOWING ARE THE NAMES OF EACH PARTY AND THE MOST RECENT MAILING ADDRESS, PROVIDED TO THE FREEDOM OF INFORMATION COMMISSION, OF THE PARTIES OR THEIR AUTHORIZED REPRESENTATIVE.

THE PARTIES TO THIS CONTESTED CASE ARE:

Elizabeth T. Wassmundt
54 Old Turnpike Road
Storrs, CT 06268

Board of Ethics, Town of Mansfield
c/o Dennis O'Brien, Esq.
120 Bolivia Street
Willimantic, CT 06226



Cynthia A. Cannata
Acting Clerk of the Commission

FIC/2009-690/FD/cac/6/16/2010

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

NOTICE OF FINAL DECISION

Mike Sikoski,

Complainant

against

Docket #FIC 2009-656

Nancy Cox, Chair, Board of Ethics, Town
of Mansfield; Nora Stevens, Vice Chair,
Board of Ethics, Town of Mansfield;
Maria Capriola, Assistant to the Town
Manager, Town of Mansfield; and Board
of Ethics, Town of Mansfield,

Respondents

June 18, 2010

TO: Mike Sikoski; and Attorney Dennis O'Brien, for the respondents.

This will serve as notice of the Final Decision of the Freedom of Information Commission in the above matter as provided by §4-183(c), G.S. The Commission adopted the Final Decision in the above-captioned case at its regular meeting of June 9, 2010.

By Order of the Freedom of
Information Commission



Cynthia A. Cannata
Acting Clerk of the Commission

FIC/2009-656/NFD/cac/6/16/2010

FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In the Matter of a Complaint by

FINAL DECISION

Mike Sikoski,

Complainant

against

Docket #FIC 2009-656

Nancy Cox, Chair, Board of Ethics, Town of Mansfield; Nora Stevens, Vice Chair, Board of Ethics, Town of Mansfield; Maria Capriola, Assistant to the Town Manager, Town of Mansfield; and Board of Ethics, Town of Mansfield,

Respondents

June 9, 2010

The above-captioned matter was heard as a contested case on March 2, 2010, at which time the complainant and the respondents appeared, stipulated to certain facts and presented testimony, exhibits and argument on the complaint. The matter was consolidated for hearing with docket #FIC 2009-627; Elizabeth T. Wassmundt v. Board of Ethics, Town of Mansfield; and docket #FIC 2009-690; Elizabeth T. Wassmundt v. Board of Ethics, Town of Mansfield.

After consideration of the entire record, the following facts are found and conclusions of law are reached:

1. The respondents are public agencies within the meaning of §1-200(1), G.S.
2. By e-mail received and filed on October 30, 2009, the complainant appealed to the Freedom of Information ("FOI") Commission, alleging that the respondents violated the FOI Act by holding an unnoticed meeting immediately following their special meeting of October 29, 2009. The complainant also alleged that the respondent Board of Ethics improperly added an agenda item to its special meeting of October 15, 2009. The complainant requested the imposition of a civil penalty.
3. Section 1-225(a), G.S., provides in relevant part: "The meetings of all public agencies ... shall be public."
4. Section 1-200(2), G.S., provides:

"Meeting" means any hearing or other proceeding of a public agency, any convening or assembly of a quorum of a

multimember public agency, and any communication by or to a quorum of a multimember public agency, whether in person or by means of electronic equipment, to discuss or act upon a matter over which the public agency has supervision, control, jurisdiction or advisory power. "Meeting" does not include: ... a social meeting neither planned nor intended for the purpose of discussing matters relating to official business; ... and communication limited to notice of meetings of any public agency or the agendas thereof.

5. It is found that at the special meeting of October 29, 2009 the complainant was removed as chairman of the respondent board and the respondent Cox was elected as chairwoman.

6. It is found that at the conclusion of the meeting, the complainant left the room briefly. It is found that on his return, he saw and heard the remaining board members talking with each other. The complainant alleged that the board members were discussing Board of Ethics matters, in violation of the FOI Act.

7. It is found, however, that the newly elected chairwoman was discussing certain projects with the respondent assistant to the town manager, who also served as recording secretary for the respondent board. It is found, specifically, that the chairwoman was discussing the need to comply with the FOI Act's notice requirements in the future – such as website posting of minutes and agendas, the need to establish a schedule of regular meetings, and the need to begin taping meetings.

8. It is also found that the other members of the board were making "small talk" and expressing relief that the meeting was over.

9. It is found that the respondents were not conducting a meeting within the meaning of §1-200(2), G.S.

10. With respect to the complainant's allegation that the respondent Board of Ethics impermissibly added an item to the agenda of its special meeting of October 15, 2009, §1-225(d), G.S., provides in relevant part:

Notice of each special meeting of every public agency ... shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings by such public agency.

11. It is found that the respondent board held a special meeting on October 15, 2009. It is found that the complainant was chairman of the respondent board and drew up the agendas for all the board's meetings. It is further found that the complainant refused to create and follow a schedule of regular meetings.

12. It is found that the complainant refused to include on the agenda "discussion of the status of the secretary." It is found that the respondent Stevens believed that the board needed to discuss this matter. It is found that because the complainant refused to include the item on the agenda and because the board held no regular meetings, the respondent Stevens moved to amend the agenda of the special meeting of October 15, 2009.

13. It is found that the matter was seconded and the motion to amend passed unanimously, including the vote of the complainant.

14. It is found that the respondents conducted business other than that which was noticed on the special meeting's agenda.

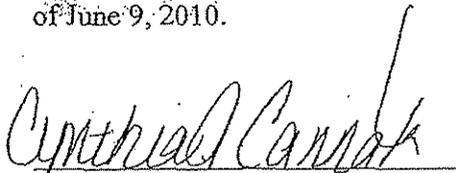
15. It is concluded, therefore, that the respondents -- and the complainant, as a member of the respondent board -- violated §1-225(d), G.S.

16. Notwithstanding the conclusion in paragraph 15, above, the Commission declines to consider the complainant's request for civil penalties.

The following order by the Commission is hereby recommended on the basis of the record concerning the above-captioned complaint:

1. Henceforth the respondents shall strictly comply with the provisions of §1-225, G.S.

Approved by Order of the Freedom of Information Commission at its regular meeting of June 9, 2010.


Cynthia A. Cannata
Acting Clerk of the Commission

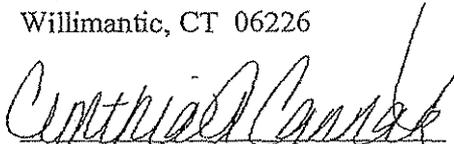
Docket #FIC 2009-656

PURSUANT TO SECTION 4-180(c), G.S., THE FOLLOWING ARE THE NAMES OF EACH PARTY AND THE MOST RECENT MAILING ADDRESS, PROVIDED TO THE FREEDOM OF INFORMATION COMMISSION, OF THE PARTIES OR THEIR AUTHORIZED REPRESENTATIVE.

THE PARTIES TO THIS CONTESTED CASE ARE:

Mike Sikoski
135 Wildwood Road
Storrs, CT 06268-2314

Nancy Cox, Chair, Board of Ethics, Town of Mansfield;
Nora Stevens, Vice Chair, Board of Ethics, Town of Mansfield;
Maria Capriola, Assistant to the Town Manager, Town of Mansfield;
and Board of Ethics, Town of Mansfield,
c/o Dennis O'Brien, Esq.
O'Brien & Johnson
120 Bolivia Street
Willimantic, CT 06226


Cynthia A. Cannata
Acting Clerk of the Commission

FIC/2009-656/FD/cac/6/16/2010

PAGE
BREAK

To: Town Council/Planning & Zoning Commission
 From: Curt Hirsch, Zoning Agent
 Date: July 7, 2010



Re: *Monthly Report of Zoning Enforcement Activity*
For the month of June, 2010

Activity	This month	Last month	Same month last year	This fiscal year to date	Last fiscal year to date
Zoning Permits issued	12	17	18	143	144
Certificates of Compliance issued	14	11	21	112	147
Site inspections	56	45	58	519	556
Complaints received from the Public	6	3	9	42	61
Complaints requiring inspection	5	3	6	33	37
Potential/Actual violations found	3	2	3	49	57
Enforcement letters	15	11	10	134	124
Notices to issue ZBA forms	0	2	3	9	9
Notices of Zoning Violations issued	2	0	1	36	56
Zoning Citations issued	0	0	2	47	16

Zoning permits issued this month for single family homes = 0, multi-fm = 0
 2009/2010 YEAR END fiscal year total: s-fm = 13, multi-fm = 8
 2008/2009 16, 0
 2007/2008 15, 11
 2006/2007 47 3
 2005/2006 47 21

**Town of Mansfield Parking Steering Committee for Storrs Center
Thursday, April 13, 2010
Mansfield Downtown Partnership Office
1244 Storrs Road (behind People's United Bank in Storrs Commons)**

5:30 PM

Minutes

Members Present: Karla Fox (Chair), Martha Funderburk, Meredith Lindsey, Ralph Pemberton, Michael Taylor

Ex-Officio Members Present: Lon Hultgren, Carrie Krasnow, Macon Toledano, Cynthia van Zelm

1. Call to Order

Chair Karla Fox called the meeting to order at 5:35 pm.

2. Approval of Minutes of March 2, 2010

Martha Funderburk made a motion to approve the minutes of March 2, 2010. Ralph Pemberton seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

Ms. Fox asked that the Power Point presentations from the Parking Steering Committee meetings be placed on the Town website. Cynthia van Zelm said she would follow-up (*done*).

Ms. Fox also recommended future meeting starts of 5 pm.

4. Review of Parking Management and Parking Systems

A Power Point presentation was shown and hard copies were passed out to Committee members. Carrie Krasnow gave an overview of parking management options. She said that generally parking falls under several department jurisdictions. She recommended that there be a point person who is focused on revenues and customer service. Ms. Krasnow said that regardless of ownership of the parking, she recommends that facilities be operated as a single system with efficient management.

Ms. Fox asked if there had been any discussion of which Town department might take on the management role. Lon Hultgren said he thought it would make sense to be part of the Committee's discussion.

Ms. Fox expressed her concern about making sure that there was coordination of the various parking venues since some of the surface parking is proposed to be privately owned while the garage and on-street parking will be publicly owned. She warned against competing strategies, particularly related to rates.

Ms. Krasnow reviewed various oversight options. She said that parking authorities are common in Connecticut. They are established separately from the municipality. Decisions are made by a board that is appointed by the municipality. An example is in Norwalk where they have a four person parking authority that contracts for all labor.

Another option is a municipal department/enterprise fund. An example would be West Hartford which has its own parking section through its Public Works Department. Ms. Krasnow said options in Mansfield could be through an existing department or the Mansfield Downtown Partnership. She said there are efficiencies to management being done through a municipal entity.

Ms. Krasnow said there are various management options including self-operation, third party operation-subcontract, and third party operation-lease. She said with a third-party operation-subcontract model, the municipality oversees parking and maintains control. She said with a lease model, there can be lower risk but the municipality can lose control particularly in the area of rates, cleanliness. Ms. Krasnow said she would not necessarily recommend a lease model.

Mike Taylor asked Ms. Funderburk how UConn manages its parking. Ms. Funderburk said they subcontract the management. She said that if there was no debt left on one of the garages, they would be in the black. She said she could provide further information on revenues and expenses at the next meeting.

Ms. Fox and Ms. Funderburk said that UConn pays for enforcement of parking through its police force. Ms. Fox said it is important to pull together all the revenue and expense elements to get a full picture.

Mr. Hultgren asked whether the Mansfield Downtown Partnership could serve as a parking authority by managing a contract with a private entity on behalf of the town. Can this be done in Connecticut? Mr. Hultgren thought some research needed to be done on this issue. Ms. Krasnow said she can look into this possibility.

Meredith Lindsey asked about the advantages of leasing. Ms. Krasnow said that an entity may want to lease if they want to be very hands-off when it comes to parking. Again, the risk goes back to the private operator; there is no guaranteed revenue. She said this often works best on surface lots where there is less of a concern about customer service.

Ms. Krasnow reviewed site management options and the pros and cons. She said a sub-contract brings in expertise and staff. If someone is sick, the contractor can tap into a pool of core staff. The staffing is generally less expensive than if someone is a municipal employee. The municipality still controls the parking and needs to address customer service. If a municipality self-operates, there is much

more involvement by municipal staff. With a management contract, there is a municipal parking manager but it is a much smaller operation. Ms. Krasnow said that a manager could deputize enforcement. Ms. Funderburk said there may be a model in Hartford where this occurs. She said some cities have enforcement report to the police vs. a parking manager.

Mr. Taylor said he was attracted to the values of a lease in terms of potential cash flow predictability. He thought a lease could be drawn up that would address customer service requirements.

Mr. Hultgren said since the garage is being funded by the State of Connecticut, it needs to be determined if the State would even allow a lease. Ms. van Zelm will follow-up. Macon Toledano said with the state grant there is no debt to pay so this increases the chances for revenue enhancement.

Ms. Fox said a management agreement and knowledge of the number of spaces being used can be as predictable as a lease. Mr. Taylor acknowledged this if revenue and expenses can be predicted as well.

Mr. Pemberton said an option is to start with a lease and ascertain the yearly revenues. A decision could then be made to decide whether to manage it on a municipal level. Ms. Krasnow said that operators typically want a long-term lease of 5 to 20 years.

Ms. Fox said she is concerned about the bifurcation of ownership with the developer and the Town as she feels there is not total commonality. Macon Toledano said that all types of parking will include both residents and visitors. The difference will be in who gets the revenues. Ms. Fox asked what if the development team says all Phase 1 apartment dwellers need to park in the surface lot? Mr. Toledano said some of these issues are being discussed by the town administration and Leyland. Mr. Toledano said there will be enough apartments that residential spaces will be needed throughout the parking system. He said the pricing structure will need to be determined.

Mr. Taylor asked if residential spaces will be "nested?" He reiterated his support for the developer guaranteeing a certain number of spaces. Mr. Toledano said that spaces will be rented by residents, not owned. He said the rent will go to the Town. He said he had passed along Mr. Taylor's recommendation to the Leyland team.

Mr. Taylor said it will be important to coordinate enforcement efforts with his lot and Mr. Haidous' lot. Can the same enforcement be used for private parking as public parking?

Ms. Krasnow gave an overview of operations configuration. She said with equipment, enforcement can tell if people are not parking in the correct space. She said that if less is charged for on-street parking, people will circulate looking for a space. This causes congestion. She recommends that on-street parking be more expensive as it is premium parking. Enforcement here is key.

Ms. Krasnow discussed time limits vs. meters. She said that people generally find meters to be "unfriendly." They are not very costly to build. It can be difficult to enforce time limits i.e., chalking of tires. The largest problem is that lack of enforcement for time limits can cause congestion. She said that time limits can allow for more long-term parking for employees when enforcement is lax.

Ms. Fox asked if employees can get a sticker so they have to park in off-site spots. Ms. Krasnow said this is possible but difficult to make sure employees park in designated spots. It can be a maintenance issue.

Mr. Taylor said he has clauses in his leases that indicated specific areas where employees have to park. He agrees that on-street spaces should be made more expensive as they are more valuable. Time limits would be difficult. Ms. Krasnow said the enforcement of time limits can be even more "unfriendly" than meters.

With respect to meters, Ms. Krasnow said that multi-space meters cost a little more up front but less are needed. She noted that West Hartford has a Parcsmart card that can be bought with an account set up.

Ms. Krasnow said there are several methods of payment with multi-space meters. There is a good revenue upside. There is somewhat of a learning curve with multi-space meters.

Mr. Hultgren asked if these spaces can be reserved ahead of time. Ms. Krasnow will look into this question. There are mechanisms that can notify people where spaces are available.

Ms. Fox asked if people will want to pay in a grab and go situation. Mr. Toledano said the term can be made shorter to allow for these instances. Mr. Taylor thought a few 15 minutes spots would be useful; most people do not abuse this. Ms. Krasnow said there are 15 minute meters where you pay less i.e., 25 cents. Mr. Taylor, Ms. Fox, and Ms. Lindsey expressed concern about whether people will walk 500 feet from a parking space if they are short-term customers.

Mr. Toledano noted that Storrs Center is not a suburban model and the goal is to get people to walk. He noted that with full build-out, there could be 1,000 people living at Storrs Center and 20,000 students that would be able to walk to the new amenities.

With respect to off-street parking, Ms. Krasnow said one of the new approaches is "pay on foot" which has low labor costs. It may allow there to be no central cashier. The actual cashier would be more for people's comfort level. Another option is "pay by space" where spaces are metered.

Ms. Krasnow said that permit parkers typically park in the lease convenient spaces. If gates are put in, they can be difficult to remove.

Ms. Krasnow went over the costs of off-street parking options (pay on foot, pay on exit, and pay by space). With pay by space, there can be one to two meters per

floor. With pay on foot, the labor is less expensive. With pay on exit, a cashier is in attendance but may not be needed at slower times.

Ms. Fox mentioned a fourth option which UConn has which is to give people permits for all year with a key card. A user pays once a year. The analogy is that this could be used for residents. The above options can accommodate this scenario.

Ms. Krasnow said that store validations can be difficult in terms of monitoring whether they are given to actual users.

Mr. Pemberton said it will be difficult to monitor the users in the high school lot as well.

5. Topics for next meeting

Ms. Krasnow said topics planned for the next meeting will include an update on expenses, revenues and management of adjacent lots.

6. Review of next meeting date

The next meeting is scheduled for May 19 at 5 pm *(since changed)*.

7. Public Comment

David Freudmann, 22 Eastwood Road, expressed concerns about the Town losing money on parking. He thought the lease option was the least worst option.

There was some discussion of understanding the obligations for people who will live at Storrs Center with respect to their parking space(s).

8. Adjourn

The meeting adjourned at 7:20 pm.

Minutes taken by Cynthia van Zelm.

**MANSFIELD DOWNTOWN PARTNERSHIP
BOARD OF DIRECTORS MEETING
Tuesday, May 6, 2010**

**Windham Hospital
112 Mansfield Avenue, Willimantic**

4:00 PM

Minutes

Present: Steve Bacon, Harry Birkenruth, Tom Callahan, Gregory Haddad, Matthew Hart, Philip Lodewick, Frank McNabb, Steve Rhodes, Kristin Schwab, Bill Simpson, Antoinette Webster, and David Woods

Staff: Cynthia van Zelm

1. Call to Order

Philip Lodewick called the meeting to order at 4:30 pm.

2. Opportunity for Public to Comment

There was no public comment.

3. Approval of Minutes

Kristin Schwab made a motion to approve the April 1, 2010 Board minutes. Steve Bacon seconded the motion. The motion was approved unanimously.

4. Director's Report

Cynthia van Zelm said the monthly open house is tonight at 6 pm after the Board meeting.

Ms. van Zelm said the Town Meeting on the budget is May 11 at 7 pm at the Mansfield Middle School. Ms. van Zelm said the state and federal funding for the Storrs Center projects could not be subject to a motion to delete the funding.

Ms. van Zelm said the Partnership Annual Meeting is scheduled for Thursday, June 3 at 6 pm at the Center for Hellenic Studies Paideia. She said CT Main Street Center Executive Director John Simone will be the speaker. Ms. van Zelm asked all Board members to edit their bios for the Annual Report.

Ms. van Zelm passed around a sign-up sheet for Board members to staff a Partnership table at Alumni Weekend. She said that the Partnership will be providing membership forms and other Storrs Center and Partnership material for

the Weekend. She said Board President Philip Lodewick will lead a session on Storrs Center. Ms. van Zelm said the Partnership is also participating in CT Trails Day again this year by leading a walk with Joshua's Trust of the project area and the adjoining Whetten Woods. The walk will coincide with Alumni Weekend and has been advertised in their material.

5. Storrs Center Action Items

Mr. Lodewick said that LeylandAlliance and a potential equity investor contracted with BL Companies to provide a more specific design for Phases 1A and 1B. Mr. Lodewick said the current design for these two phases includes 350 units including studios, 1 bedrooms, 2 bedrooms and 3 bedrooms with 4 to 5 floors. Specific costs based on this design are being evaluated. Progress is being made on the equity side.

Mr. Lodewick asked for feedback from the April 28 Partnership public update. He noted that it was announced at that meeting that the UConn Co-op was interested in sizeable space as part of Storrs Center.

Bill Simpson said he had given a presentation to the Graduate Student Senate and most of the conversation was on Storrs Center. Graduate students are very interested in the housing; the question is what is the price point?

Ms. van Zelm said that the design on Storrs Road continues by BL Companies and they should be submitting their 30 percent design to the CT Department of Transportation soon. She said that the environmental investigation work on the former UConn Publications is on-going. Ms. van Zelm said the Requests for Qualifications for the garage and intermodal center have gone out with responses due next week. Ms. van Zelm said a letter of intent has been signed between master developer LeylandAlliance and Insomnia Cookies. Matt Hart said the Town is continuing to work on the term sheet with LeylandAlliance.

6. Four Corners Sewer and Water Study Advisory Committee

Mr. Hart said the primary item discussed at the last Committee meeting was the proposed bond funding for design of the water and sewer, and permitting.

7. Report from Committees

Advertising and Promotion

Dean Woods announced that LeylandAlliance had received the School of Fine Arts Philanthropy Award for its support of theater at the School, especially the summer theater series.

Business Development and Retention Committee

Mr. Lodewick said that Board member Mike Gergler had indicated that he would be resigning from the Committee.

Festival on the Green

Ms. van Zelm provided a report in Chair Betsy Paterson's absence. She said the solicitation of sponsors would begin soon. Plans for the Celebrate Mansfield Parade are well underway. The Committee is working on its local talent showcase.

Ms. van Zelm said the *Festival on the Green* had received the CT Main Street Center's annual Award of Excellence for "Special Event." The award will be presented at a program in Bridgeport on June 7.

Finance and Administration

Tom Callahan said the Finance and Administration Committee had met with Leyland at its last meeting and heard an update on its progress with an equity partner.

Mr. Callahan said there were some health insurance budget issues that will need to be clarified. He said he would come back to the Board at its next meeting with a revised budget.

Mr. Callahan reported that the Committee also received an update on the relocation of Select Therapy. The plan that Leyland and Select Therapy are discussing involves moving Select Therapy temporarily into the Phil's building and then move into the project. Most recently, Select Therapy moved into the vacant space next to their space to give them more room.

Mr. Callahan said the Committee recommended that the Board nominate Phil Barry for the first A.J. Pappanikou Volunteer of the Year award. Mr. Callahan made such motion and it was seconded by Mr. Hart. The motion was approved unanimously.

Membership Development

Frank McNabb said the Partnership has received 327 new and renewed memberships thus far for a total of approximately \$19,000.

Mr. McNabb reiterated the interest in finding out if alumni are interested in housing at Storrs Center. Ms. van Zelm will work with Monica Quigley at LeylandAlliance to see what might be possible at Alumni Weekend.

Nominating

Mr. Bacon reminded the Board that the Bylaws had been changed last year to include a UConn student representative on the Board of Directors. Ms. van Zelm solicited applications and four candidates applied. Mr. Bacon and Ms. van Zelm interviewed all four who were all impressive candidates and showed a keen interest in serving on the Board. Because the candidates were all strong, Mr. Bacon recommended that the top two candidates be interviewed by the full Nominating Committee. The Committee met before the Board meeting with both candidates.

While the Committee felt both students were well suited for the position, they unanimously recommended David Lindsay to the full Board. Mr. Bacon made a motion to appoint David Lindsay as the UConn student representative to the Board of Directors. Mr. Callahan seconded the motion. The motion was approved unanimously.

Planning and Design

Steve Bacon reported that the Committee met on April 20 with Jessica Higham and Gloria Bent with the Mansfield Advocates for Children (MAC) and the Mansfield Director of Public Works Lon Hultgren on the status of Storrs Road and the parking garage/intermodal center. The Committee asked MAC for a detailed concept for childrens' programming and infrastructure (i.e., playscape) to bring to the next Committee meeting. Mr. Bacon said it was good to have MAC involved with the Storrs Center project as families will be an integral part of its success.

In June, the Committee will host the Four Corners Sewer and Water Advisory Committee to discuss design issues.

8. Adjourn

Mr. McNabb made a motion to adjourn the meeting. Antoinette Webster seconded the motion. The motion was approved unanimously and the meeting adjourned at 5:25 pm.

Minutes taken by Cynthia van Zelm.

TOWN OF MANSFIELD
Sustainability Committee
Minutes of the Meeting
May 26, 2010

Present: Lennon, Miller, Duffy (chair), Stoddard, Matthews, Walton, Richard Parnas (guest)

The meeting was called to order at 7:08 p.m.

The April 29, 2010 minutes were accepted as amended.

UConn Engineering Professor, Richard Parnas, provided background information on biofuels and briefed the committee on the University's biodiesel project. For every gallon of gasoline burned, 500 grams of CO₂ are emitted, compared to 375 grams for ethanol (similar to diesel emissions), and 100 grams for biodiesel, calculated on a lifecycle basis. It takes almost as much fossil fuel to make ethanol as its output. Corn is a poor feedstock; soybeans are not much better. Palm oil production is resulting in the destruction of Asian rain forests. Hemp oil is an excellent feedstock which performs much better in cold climates. Algae is still in the experimental stage. Dr. Parnas has been operating a fuel quality testing lab at the University for about a year, which benefits small producers and stimulates markets. Compared to other testing labs, UConn's testing fees are 75% cheaper. The lab is very close to being self-sufficient. Chemistry professor Steven Suib received a \$1.5 million grant to begin a pilot scale biodiesel production facility at UConn. Once the location is determined, the facility will be capable of producing 50,000 to 60,000 gallons per year. Currently, UConn is supplying 5,000 gallons per year for the UConn buses. UConn dining halls and Pratt and Whitney supply the fryolator oil feedstock. With the expansion of production, the Town of Mansfield has expressed interest in purchasing some of the biodiesel and helping to arrange restaurant participation in the project.

Walton distributed "Dialing back energy use" and the "Mansfield Board of Education School Buildings Project Recommendation to Mansfield Town Council," dated May 24, 2010, for the committee to read.

Walton reported that the Energy Education Team will be working on getting 18 more CleanEnergyOptions sign ups to earn another 1 kilowatt (for a total of four kilowatts) that can be added to the EO Smith roof array.

Matthews stated that the school buildings project recommendation packet includes the sustainability committee's letter to the Board of Education. The Board of Education has asked that the sustainability committee help with selecting building sites for two new schools. It was suggested that interested parties be invited to the June meeting.

Duffy asked that the school buildings project and a presentation to the Town Council be placed on next month's agenda. The presentation to Town Council can be developed from a draft dated 11-4-09 of short and long term goals. Matthews volunteered to update the goals for the next meeting.

The next meeting is scheduled for June 23, 2010.

The meeting was adjourned at 8:50 pm.

Respectfully Submitted,

Virginia Walton
Recycling/Refuse Coordinator

Cc: Members, file, Town Manager, Town Clerk

**MANSFIELD DOWNTOWN PARTNERSHIP
ADVERTISING AND PROMOTION COMMITTEE
Festival on the Green Subcommittee
Monday, May 17, 2010
Partnership Offices
1244 Storrs Road (Storrs Commons)
(860) 429-2740
5:00 p.m.
Minutes**

Present: Kim Bova, Jim Hintz, Bruce John, and Barry Schreier

Staff: Cynthia van Zelm and Kathleen Paterson

1. Call to order

Kathleen Paterson called the meeting to order at 5:05 pm in Chair Betsy Paterson's absence.

2. Public comment

There was no public comment.

3. Minutes

Bruce John moved to approve the Minutes from May 3, 2010. Jim Hintz seconded the motion. The sub-committee approved the Minutes.

4. Review Task List

Advertising: Ms. K. Paterson reported on behalf of Ashley Fraser that the Sponsorship brochures had been sent and that Ms. Fraser would have a draft of the event flyer ready for review at the next meeting.

Ms. K. Paterson will post the sponsorship brochure to the Partnership's website.

Mr. John indicated that he will serve as the Chronicle's contact for promoting the *Festival*.

Art: Ms. K. Paterson said that she and Kim Bova had discussed the possibility of sending the art show mailing out to a smaller list consisting of past participants and artists with a Mansfield address. She noted that the list had grown to almost two hundred individuals but the press releases garnered a better response in past years.

Mr. John asked whether there were email addresses for the artists on the list. Ms. K. Paterson replied that she had started collecting them from people who submit artwork for consideration but that she did not have a comprehensive list of emails.

Ms. Bova commented that the response has grown each year, and she thought it would be fine to limit the number of letters that are sent.

Ms. K. Paterson will add information about the Juried Art Show, including the Call to Artists and Prospectus to the Partnership's website.

Ms. K. Paterson added that the press releases are ready to go once the mailing is sent. Mr. John asked to be added to the list receiving press releases (**Ms. K. Paterson will add him to the list.**)

Music: Mr. Hintz said that he and Barry Schreier will fill two entertainment spots with UConn acts.

Ms. K. Paterson said that Villari's agreed to do a performance as one of the smaller acts.

Mr. John said that Mansfield Academy of Dance (M.A.D.) will perform as one of the groups.

Mr. Schreier said that he reached out to the improv group on campus but has not yet heard from them.

Ms. K. Paterson reiterated her preference for FASA (Filipino American Student Association) based on their Asian Night performance at UConn.

Mr. Hintz cautioned that he might not be able to confirm the groups until closer to the end of the summer.

Ms. K. Paterson recalled that she did not reach out to Husky Bhangra until mid-summer last year and noted that some student organizations are active through the summer.

Cynthia van Zelm will contact Pete Haddad to confirm his participation.

Parade: Mr. Schreier shared the letter that he and Mr. Birkenholz plan to send to past and potential Parade participants. He noted that, depending on the response to the float idea, some changes in the staging area may need to be made (e.g. parking elsewhere).

Ms. K. Paterson asked if the start time should be changed.

Mr. Schreier expressed concern at beginning the Parade at an odd time, such as 11:45, and suggested that a timing decision should be made once groups are confirmed.

Mr. Schreier asked the group for feedback on how best to approach local politicians. He reviewed how it was handled in 2009.

Mr. Hintz suggested asking each town committee to march as a unit and to allow them to decide whether or not they would like to participate in the Parade, and if so, who they will invite.

Ms. K. Paterson said that the invitation letters for the Grand Marshals will be sent to Jeff Hathaway and Geno Auriemma by the end of the week. She suggested a few options for arranging the teams if they all chose to participate.

Mr. Hintz will handle the follow-up with the team.

Mr. Schreier said that signs will be needed to identify each team.

Mr. Schreier noted that he and Mr. Birkenholz may have the children on their bicycles go first so that they can watch the Parade once they have made their way through.

Set-up: Ms. van Zelm met with Kristin Schwab to discuss the event set-up. Ms. Schwab thought that the dunk tank could be located near where the portables were in 2009 without any problem. **Ms. Schwab will contact Winding Brook Turf Farm about the sod.**

Vendors: Ms. K. Paterson said that the letters to Storrs Center businesses are ready and will be mailed by the end of the week. She said that the letters to vendors will follow shortly.

5. Celebrate Mansfield Weekend update

Ms. K. Paterson explained the idea of the contra-dance to the group. She will ask Ms. Bova if she had found a caller and band.

Mr. John will contact a contra-dance band that he knows and will ask about price and length of the performance.

Ms. K. Paterson asked whether the contra-dance should be the full two hours or if there should be a second band.

Mr. Schreier thought that if the contra-dance was first, people who only wanted to listen to the music could come at six o'clock.

6. Adjourn

The meeting adjourned at 6:10 pm.

Minutes prepared by Cynthia van Zelm and Kathleen Paterson

TOWN OF WINDHAM



NEAL J. BEETS
TOWN MANAGER

979 MAIN STREET
WILLIMANTIC, CT 06226

Item # 10

REC'D JUN 15

June 14, 2010

All,

You are receiving this letter because you are on the distribution list for Windham Town/Gown meetings.

I am writing to share an invitation from the Mansfield Town/Gown association. They have invited Windham Town/Gown participants to join them for their meeting on August 10, at 4pm, in the Mansfield Town Hall Council Chambers. I have shared this invitation with ECSU and Town Staff. We will both have representatives at the Mansfield Town/Gown Meeting.

If you wish to attend, just show up at Mansfield's Town Hall, 4 South Eagleville Road, Mansfield, CT 06268. [Here is a link in case you need driving directions: <http://www.mansfieldct.gov/content/4273/4300.aspx>] No RSVP necessary. I have not been to a Mansfield Town/Gown meeting but I assume they proceed similarly to us: focusing mainly on issues of mutual concern between the Town and the University.

Let me know of any questions or if anyone wants to carpool.

Sincerely,

Neal Beets
Windham Town Manager

Cc: Matt Hart, Mansfield Town Manager

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THE PUBLIC SCHOOLS OF MANSFIELD, CONNECTICUT

FREDERICK A. BARUZZI, SUPERINTENDENT

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268
(860) 429-3350
Fax: (860) 429-3379

July 7, 2010

Mr. Matthew Hart, Town Manager
Town of Mansfield
4 S. Eagleville Road
Storrs, CT 06268

Re: Negotiations with the Mansfield Education Association

Dear Mr. Hart:

The Mansfield Board of Education is scheduled to negotiate with the Mansfield Education Association year for a contract to take effect on July 1, 2011. Under the statutory timelines, we are required to negotiate in accordance with the following schedule:

Date	Action
Within 30 days prior to the start of negotiations	Board of Education must meet with the municipal fiscal authority.
8/03/2010	Parties must commence negotiations.
9/22/2010	Parties must name a mediator if the contract has not been settled.
10/17/2010	Parties must name arbitrator(s) if the contract has not been settled.

As noted above, Section 10-153d of the Connecticut General Statutes provides for a meeting between the Board of Education and the fiscal authority for the Town within the thirty-day period prior to the date that the parties are required to commence negotiations. In addition, the statute provides that a representative from the Town's fiscal authority may be present during the negotiating sessions. The Mansfield Board of Education Personnel Committee will meet regarding these negotiations on Monday, July 19, 2010 at 4:30pm in my office and invite the representative to attend.

Thank you.

Sincerely,

Frederick A. Baruzzi

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**PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD**

Item #12

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CONNECTICUT 06268
(860) 429-3330

To: Town Council
From: Planning and Zoning Commission
Date: Thursday, June 24, 2010
Re: 8-24 Referral; North Eagleville Road Sidewalks

At a meeting held on 6/21/10, the Mansfield Planning and Zoning Commission adopted the following motion:

“That the PZC notify the Town Council that the proposed North Eagleville Road sidewalk project is consistent with Mansfield’s Plan of Conservation and Development and implementation will significantly enhance pedestrian safety in this area. All necessary Inland Wetland permits need to be obtained before any construction begins.”

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June 27, 2010

To: Mansfield Town Council, Town Manager

From: Open Space Preservation Committee

Re: Open Space Bond Referendum

At their April and May meetings, the OSPC discussed the pending open space bond referendum in November. Now that the 2010-11 budget has been approved, we would appreciate the Council's consideration of our recommendations and questions about the referendum.

Purpose of the Open Space Bond

The use of the words "open space bond" in past referendums (1990, 2005, 2006) has meant acquisition of land for open space purposes. In 2009, "improvements" was added to the open space referendum as another possible use of the bond funds. (That referendum failed due to low voter turnout). The intent of the proposed open space bond in November, 2010, needs to be considered carefully, with the following items in mind.

- The average citizen interprets a referendum for an "open space bond" as being for purchase of open space (a precedent set in earlier referendums).
- A bond referendum including "improvements" is too vague. An "improvements" referendum should be separate and should address a specific project so the public would know exactly what they are voting for and how much is to be bonded for that project.
- The committee recommends that the open space referendum be only for purposes of open space acquisition.

Wording of the referendum question

1) Including the word "municipal" in the initial list of purposes (as on the 2009 ballot) broadens the intent of the bonding beyond open space acquisition. The committee suggests that the referendum read something like the following text. This wording would include the required municipal option, yet make the intent of the bond clear.

"Shall the Town of Mansfield appropriate \$1,000,000 for acquisition of land or interests therein for open space, and authorize the issue of bonds and notes in the same amount to defray said appropriation, or for other municipal purposes?"

2) Would it be possible to state in the ballot's explanatory text that the open space bonds would not be sold until funds are needed for an open space acquisition?

Question concerning bond implementation

Can the referendum be worded so that the bonding opportunity would not expire after three years?

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MEDIA ADVISORY: MONDAY, JULY 12

**Courtney, FTA Administrator Rogoff to Announce \$4.9
Million Transportation Grant for Storrs**

*Grant is part of ongoing effort to revitalize Storrs and Mansfield and
provide new public transit solutions*

WASHINGTON, DC – Congressman Joe Courtney on Monday will join Federal Transit Administration (FTA) Administrator Peter Rogoff, Mansfield Mayor Betsy Paterson and local leaders at a press-conference announcing a \$4.9 million grant to build an intermodal hub in the heart of Storrs Center. The new hub will provide a centrally-located transfer station for UConn, local, intercity and express bus services, paratransit services, Dial-A-Ride, and taxi service. The project will spur job growth, boost economic development and create new transportation solutions to places that, in the past, have had little growth opportunity.

- WHAT: Celebration of \$4.9 million FTA transportation grant for Storrs
- WHO: Congressman Courtney
FTA Administrator Rogoff
Mansfield Mayor Betsy Paterson
Vicki Shotland, Executive Director, Greater Hartford Transit District
Barry Feldman, Chief Operating Officer, UConn
Other local officials
- WHERE: Mansfield Town Hall Front Lawn,
4 South Eagleville Road, Storrs, CT
- WHEN: Monday, July 12, 2:30 p.m.

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7/8/2010

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TOWN OF MANSFIELD Office of Emergency Management

JOHN JACKMAN, DIRECTOR
EMAIL: OEM@mansfieldct.org

AUDREY P. BECK BUILDING
4 SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
TELEPHONE: (860) 429-3328
FACSIMILE: (860) 429-3388

Point of Contact: John Jackman, Director
Office of Emergency Management
860-429-3328

For Immediate Release

CT Alert Emergency Notification System Helps Safeguard Lives and Property

On June 30, 2010, the State of Connecticut announced the opening of the registration website for CT Alert (www.ctalert.gov), the nation's first statewide emergency notification system (ENS) enabling Mansfield and Connecticut officials to communicate critical information to hundreds of thousands of Connecticut residents and businesses before, during and after emergencies.

Mansfield Public Safety agencies (emergency management, fire, police and public health) as well as Connecticut Public Safety agencies (emergency management and homeland security, police, fire, and public health) will use the CT Alert system before, during and after hazardous events, such as natural disasters and public health emergencies. The CT Alert system was developed in partnership with state and local officials, as well as the emergency notification company Everbridge.

CT Alert enables Mansfield and state officials to provide potentially life-saving information to all Connecticut citizens quickly and efficiently across multiple communication devices, including cell phone, home phone, e-mail, text message, fax, pager, PDA, and more.

For Mansfield citizens to sign up their cell phone, fax, home phone or any mobile device to the CT Alert EMERGENCY NOTIFICATION SYSTEM (ENS), they must visit the www.ctalert.gov website. The sign up is easy but necessary so you can be notified in the event of any emergency that affects our Town or State.

The CT Alert ENS uses the state's Enhanced 9-1-1 (E9-1-1) database for location-based notifications to the public for life-threatening emergencies. But the E9-1-1 database includes only traditional wire-line telephone numbers in the state (the "land line" phone you may have in your home). To receive notifications of an emergency on a mobile device such as a cell phone, text messaging device, fax, pager or PDA you must register the device on the site www.ctalert.gov to receive emergency alerts.

For this system to be effective, it is vital for Mansfield and all Connecticut residents to register on the site www.ctalert.gov to receive emergency alerts.

For additional information, please contact John Jackman or visit www.ctalert.gov.

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STATE OF CONNECTICUT

CONNECTICUT STATE LIBRARY

231 Capitol Avenue • Hartford, Connecticut 06106-1537



RECEIVED
JUN 22 2010

June 17, 2010

Town Clerk Mary Stanton
Town of Mansfield
4 South Eagleville Rd.
Mansfield, CT 06268

Item #16

Re: Historic Documents Preservation Grant # 078-PD-11, Cycle 1, FY 2011

Dear Town Clerk:

The State Library is pleased to inform you that the Historic Documents Preservation Grant application for the **Town of Mansfield** in the amount of \$ 3,000.00 has been approved. To receive the grant award, the municipality must now enter into a contract with the State Library.

The grant award payment cannot be processed until the enclosed contract has been signed by your Municipal Chief Executive Officer (MCEO), returned to the State Library, and signed by the State Librarian. Grant work cannot begin until this contract has been signed by both parties and a copy returned to you.

Enclosed you will find the following two documents and instructions for their completion and return:

1. Targeted Grant Contract
2. Certified Resolution Form

Please complete these documents according to the instructions and return them promptly to:
Kathy Makover, Field Archivist, Connecticut State Library, 231 Capitol Avenue, Hartford, CT 06106.

After the contract is signed by the State Librarian, a copy of the contract will be mailed to the MCEO and you will be notified by email. Grant award payments are processed within 30 days after the contract has been fully executed and after July 1, 2010.

The municipality may begin grant work and expenditures only after receiving its copy of the fully executed contract and after July 1, 2010. All grant work must be completed and funds expended by June 30, 2011. For additional grant administration requirements, see *Targeted Grants: Application and Guidelines* (www.cslib.org/publicrecords/histdoc/target11guide.pdf).

If you have any questions concerning the contract, certified resolution, or payment, please contact Kathy Makover at kmakover@cslib.org, or (860) 566-1100 ext. 303.

Congratulations on the approval of your grant application.

Sincerely,

LeAnn R. Power, CRM
Public Records Administrator

Encs.

cc: Town Manager Matthew W. Hart

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University of Connecticut
University Libraries

Item #17

RECD JUL 01

Thomas J. Dodd
Research Center

*Archives &
Special Collections*

4 June 2010

Dear Municipal Manager,

I am writing to inform you of the availability of a digital edition of the University of Connecticut's Institute of Public Service (IPS) publication *Handbook for Connecticut Boards of Finance* ([http://openlibrary.org/works/OL2066499W/Handbook for Connecticut boards of finance](http://openlibrary.org/works/OL2066499W/Handbook_for_Connecticut_boards_of_finance)). Those of you who have contacted my office regarding this publication are aware that there are no back files of the IPS publications. However, through its involvement in the Boston Library Consortium/Open Content Alliance (BLC/OCA), the University of Connecticut Libraries has begun to add IPS publications to the Open Library resource which are freely available via the URL provided above.

The next title to be submitted to the project is the *Handbook for Connecticut Selectmen*, hopefully followed by *The Connecticut Town Meeting*. The process to make titles available is not quick but the UConn Libraries is committed to providing free, electronic access to public domain materials in its collection and is more than half way toward its goal of 2.5 million pages in five years.

I hope you find these publications useful and if you have any questions or suggestions for other publications for us to consider for this project, please contact me.

Sincerely yours,

Betsy Pittman
Interim Director and University Archivist

An Equal Opportunity Employer

405 Babbidge Road Unit 1205
Storrs, Connecticut 06269-1205

Telephone: (860) 486-4500
Facsimile: (860) 486-4521
web: <http://doddcenter.uconn.edu>

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June 25, 2010

REC'D JUN 29

Mr. Matthew Hart
Town Manager
Town of Mansfield
4 South Eagleville Road
Storrs, CT 06268

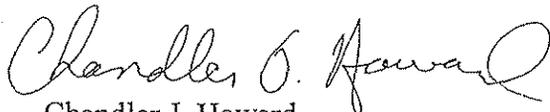
Dear Mr. Hart:

It's my pleasure to invite you to submit a nomination for the 2010 Willard M. McRae Community Diversity Award. Celebrating its tenth anniversary this year, the award was formerly known as the Liberty Bank Community Diversity Award. We renamed it last year in honor of Willard M. McRae, past chairman of Liberty Bank and founding member of the Liberty Bank Foundation Board of Directors, whose extraordinary commitment to equal access and opportunities for all has made a positive difference in the lives of thousands of people.

The individual selected to receive the Willard M. McRae Community Diversity Award will have made outstanding contributions to promoting and celebrating diversity as a source of strength in the communities served by Liberty Bank. The recipient of the award will have the opportunity to direct a \$5,000 donation from the Liberty Bank Foundation to a non-profit organization of his/her choice.

Enclosed is a nomination form. Nominations must be submitted by August 20, 2010, and will be reviewed by a committee of Liberty Bank officers and leaders from the communities served by the bank. If you have questions about the award, please contact Sue Murphy at smurphy@liberty-bank.com or (860) 638-2959. We look forward to receiving your nominations!

Sincerely,



Chandler J. Howard
President and CEO



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Willard M. McRae Community Diversity Award

Liberty Bank invites you to submit a nomination for the 2010 Willard M. McRae Community Diversity Award. This award is presented annually to honor an individual who has made an outstanding and ongoing contribution to the cause of promoting and celebrating diversity in the communities served by Liberty Bank. It is named in honor of Willard McRae, past chairman of the Liberty Bank Board of Directors and a founding member of the Liberty Bank Foundation Board of Directors. A lifelong Middletown resident, Mr. McRae is known for his extraordinary commitment to equal access and opportunities for all, regardless of economic status, race, background, disability, or other factors. His contributions to children's mental health, education, and human services have made a positive difference in the lives of thousands of people.

Through involvement with a community service organization, the individual selected to receive the Willard M. McRae Community Diversity Award will have enhanced the quality of life by raising awareness that diversity is a source of strength in our communities. He/she will be a leader in building positive relationships between different people — relationships in which they view their differences as assets, not liabilities.

Criteria by which award nominees will be evaluated include:

- Exemplary contribution to and depth of involvement in one or more community organizations.
- Extraordinary participation over an extended period of time in community activities that promote and celebrate diversity.
- Demonstrated leadership in enhancing the quality of life.
- Significant impact on the building of positive relationships between different people — whether their differences be of race, ethnic background, disability, religion, gender, culture, national origin, economic status, or any other aspect of diversity.

Eligibility Requirements:

- Nominees must be individuals who either live in the area served by Liberty Bank or conduct their community service activities within the area. That area is defined as all of Middlesex and New London Counties, as well as the towns of Berlin, Cheshire, Madison, Mansfield, Marlborough, North Haven, Wallingford, Wethersfield, and Windham.
- Nominees must be 18 years of age or over.
- Persons previously nominated for the award may be nominated again, but a new nomination form must be submitted. Previous winners of the award may not be nominated again.
- Posthumous nominations will not be accepted.

Selection Process:

Nominations for the award are solicited from the communities served by Liberty Bank each year. A committee consisting of Liberty Bank officers and leaders from the communities served by the bank will review them, and may interview some nominees before determining the award winner.

Award:

The recipient of the Willard M. McRae Community Diversity Award may direct a \$5,000 donation from the Liberty Bank Foundation to the non-profit organization of his/her choice.

How to Make a Nomination:

Nomination forms are available in all Liberty Bank offices, and can also be downloaded from the Liberty Bank web site at www.liberty-bank.com. Nominations for the 2010 award must be received by mail at the following address by August 20, 2010:

Willard M. McRae Community Diversity Award
c/o Liberty Bank Foundation
P.O. Box 1212
Middletown, CT 06457

Questions about the Willard M. McRae Community Diversity Award can be directed to Sue Murphy at smurphy@liberty-bank.com or (860) 638-2959.

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Opinion

Chronicle

Lucy B. Crosbie
President

Kevin Crosbie
Publisher

Charles C. Ryan
Editor

Editorial 6/23

Residents are right: Ban Spring Weekend

The residents of Storrs and Mansfield who gathered signatures and presented a petition to University of Connecticut officials to eliminate Spring Weekend have our full support.

For years, residents and this newspaper have warned about the very obvious fact that one of these weekends all of the triage and efforts by police and emergency personnel were not going to be able to stop a fatality, either from overdose of alcohol or drink-incited violence.

Now it has finally happened.

On the first night of the most recent Spring Weekend, UConn junior Jafar Karzoun died as a result of an assault outside a pizza restaurant near the campus.

Police say he was assaulted by Edi Rapo, 19, of East Hartford.

Every year dozens of students drink to the point they need medical intervention during Spring Weekend.

Others, carried away by a lowering of their inhibitions, set fires, trash furniture and motor vehicles and put abutting residents through three nights of hell.

Officials estimated that the 2009 Spring Weekend cost the town, university, state and local police and emergency responders a total of \$225,000 to make sure students did not hurt themselves or others.

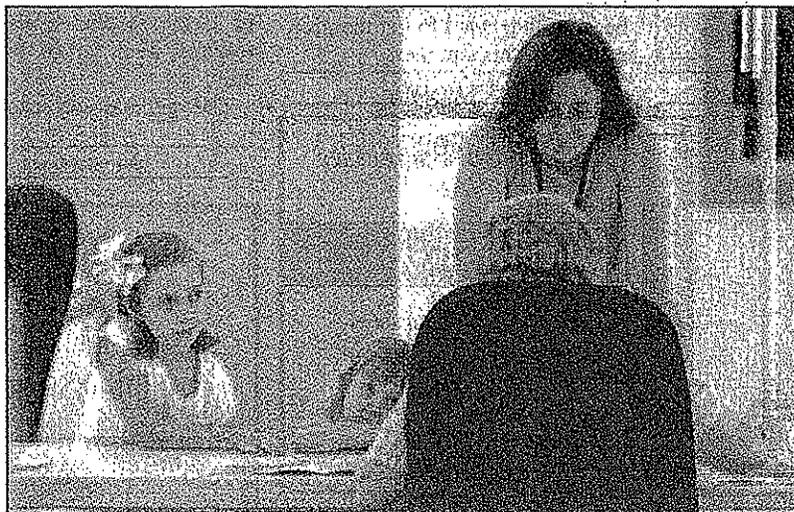
Not only is this a complete waste of money, it is also a complete waste of personnel time, pulling police and emergency responders away from their regular duties to deal with thousands of spoiled kids.

The fact that the suspect in the assault is not a UConn student is irrelevant.

Spring Weekend is an attractive nuisance that draws youth from all over the state and neighboring states as well.

-169- Banish it.

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Al Malpa

Seven-year-old Lucia Eigsti and her 4-year-old sister, Eleanor Eigsti, wait for their mother, Inge-Marie Eigsti, to be checked off to vote at the Audrey P. Beck Municipal Building in Mansfield on Tuesday.

Mansfield voters OK \$33.7M budget again

By CAITLIN M. DINEEN *GD*
Chronicle Staff Writer

MANSFIELD — Residents turned out — some actually running in to vote at the last minute — and supported the previously approved \$33.7 million combined town/education budget.

During Tuesday's town-wide referendum, 645 residents voted in favor of the budget while 387 were against the spending plan.

Town officials said they were not

MANSFIELD	
YES	NO
645	387

surprised the budget passed.

"I kind of thought it would," said Mansfield Mayor Elizabeth "Betsy" Paterson after results were announced Tuesday night.

The budget was originally approved (Mansfield, Page 4)

Mansfield voters OK budget again

(Continued from Page 1)

May 11 during the town's annual budget meeting.

During that meeting, the budget passed with 188 votes in favor of the budget and 39 against it.

Residents successfully petitioned the town's budget to a referendum for the third year in a row, allowing more voters a chance to decide the town's fiscal future.

Under the town's charter, residents have 21 days after the annual town budget meeting to petition and send the budget to referendum for final approval.

Residents were required to collect signatures from at least 2 percent of the registered voters in town.

This year, approximately 200 signatures were required to successfully send the budget to referendum.

According to Town Clerk Mary Stanton, signatures were submitted and verified June 1— which was the last day signatures could be submitted.

Republican Councilor Meredith Lindsey said she expected the budget to be petitioned to referendum this year because a referendum allows more people to participate in town government.

"People are busy, it's a small window of time," said Lindsey of the annual budget meeting. "With a referendum you have 14 hours."

Under the spending plan, the town's current mill rate of 25.71 will remain the same next year.

At a rate of 25.71 mills, the owner of a home assessed at \$200,000 would pay \$5,142 in taxes.

How that impacts individual taxpayers is unknown because tax

bills are dependent on whether a property's value increased or decreased during the recent revaluation.

When broken down, the general government budget for fiscal year 2010-11 is \$13,113,895 (a 2.1 percent increase) and the Mansfield board of education budget is \$20,588,160 (a slight decrease of \$7,410).

Additionally, Mansfield's budget includes the town's \$9,924,230 appropriation for Regional School District 19, which funds E.O. Smith High School in Storrs and includes funds from Willington and Ashford.

That figure is \$587 less than this year's budget.

The District 19 spending plan was approved May 4 during a three-town referendum in Mansfield, Ashford and Willington.

During Tuesday's referendum,

residents were also asked if they thought the town's portion of the budget was too high or too low.

Additionally, the same was asked of the town's education budget.

Of the ballots cast, 504 people said the town's budget was too high, while 347 said it was too low.

Residents were basically split on the education budget, but a majority said they thought the town's education budget was too low.

Paterson said she did not think the town's budget was too high because it was a "responsible budget" that sustained services in town.

Lindsey said she was not surprised that residents felt the board of education budget was too low because, historically, Mansfield residents typically support education in town.

Newsstand 75 Cents

Key meetings in Mansfield

Four Corners, school project on docket

By CAITLIN M. DINEEN *6/26*
Chronicle Staff Writer

MANSFIELD — Residents are encouraged to attend what will likely be a long evening of meetings for councilors Monday night as there are several issues of importance on the docket.

Two major projects — the revamping of the infrastructure at the intersection of Routes 44 and 195 and the proposed consolidation of the town's three elementary schools — will likely dominate Monday starting at 6 p.m.

Mansfield Mayor Elizabeth "Betsy" Paterson said she thought it was important for residents to attend both meetings Monday because they significantly impact the town.

"I think it's always important to have residents hear a discussion they are asked to vote on sometimes," said Paterson.

(Four Corners, school project, Page 6)

Four corners, school project up for talks

(Continued from Page 1)

Paterson said both issues require town approval and voters should be informed about both before making a decision.

A special meeting regarding the area known as "Mansfield Four Corners" is scheduled for 6 p.m. in the council chambers of the Audrey P. Beck Municipal Building.

The meeting will focus on the appropriation of \$330,000 to fund the design portion of the proposed improvements to the once-bustling intersection.

Councilors — acting as the town's water pollution control authority — voted in favor of the appropriation during their June 14 meeting.

The appropriation needs town approval before the project can move forward. Consecutive town approval and town council approval will finalize the appropriation.

During their council's last meeting, residents supported the project and the development of "Four Corners."

Additionally, the council's regular meeting will include a public hearing scheduled for 7:30 p.m. regarding the proposed elementary school consolidation.

The council's meeting, and the scheduled public hearing, will also take place in the council chambers.

During the hearing, councilors encourage residents to comment on the proposed consolidation of the town's three elementary schools to two elementary schools.

The plan — which was proposed by board of education members to councilors May 24 — comes with a price tag of \$59.8 million and would ultimately be

decided by referendum voters at the polls.

No tentative date has been set for the school vote, though school officials have eyed November as a possible month for a referendum.

Taxpayers would pay just shy of \$27 million due to a projected state Department of Education reimbursement rate of 54.9 percent.

With the proposed plan, all three elementary schools: Dorothy C. Goodwin Elementary School, Annie E. Vinton Elementary School and Southeast Elementary School will be closed.

Two new, larger elementary schools would be built to replace them.

The location of those schools is still up for debate by councilors and education officials in Mansfield.

State reimbursement for school buildings depends on the number of pupils enrolled, the size of the school and the types of material used during construction.

Other factors are also considered when reimbursements are figured.

Councilors said they expect the topic to be an important issue in town and are prepared to continue the hearing if there is an overwhelming public turnout Monday night.

"It'll be continued," said Paterson without delay. "It's a huge issue."

According to Paterson, the school proposal not only impacts Mansfield pupils and parents, but will equally impact all taxpayers.

"Before the council makes any decision, we need to look at the many facets of the issue," she said, adding one issue is the debt the town will face by building two new elementary schools.

Mansfield residents tell council to consider one-school option

By CAITLIN M. DINEEN
Chronicle Staff Writer

6/29

MANSFIELD — Residents told councilors Monday night to be mindful of taxpayers' wallets and to build one, less expensive, all-inclusive elementary school in town rather than two, slightly smaller schools.

"It is the most efficient use of our resources," said resident Bob Kremer, who is also a member of the Regional School District 19 Board of Education.

Kremer was one of approximately 60 people in attendance Monday night for the town council's public hearing regarding the proposed consolidation of the town's existing elementary schools.

Councilors sought public comment regarding the proposed consolidation during their regularly scheduled board meeting.

Despite councilors believing the hearing would result in a packed-house and lengthy debates and discussion, the hearing only lasted about an hour and was closed.

Councilors anticipated continuing the hearing, but Monday's scheduled hearing provided enough time for public comment. The proposed consolidation was recommended by the town's board of education in May.

With the proposed plan, all three elementary schools: Dorothy C. Goodwin Elementary School, Annie E. Vinton Elementary School and Southeast Elementary School will be closed.

Two new, larger elementary schools would be built to replace them — a proposal that pitted the board of education, which endorsed the two-school option, against the school building committee, which recommended a one-school project.

The board of education sided with concerned parents who opposed the one-school option, citing a desire to maintain neighborhood schools.

The location of the two new schools is still up for debate by councilors and education officials in Mansfield.

The plan comes with a price tag of \$59.8 million and would

(Mansfield residents, Page 4)

Item #22

Mansfield residents speak on school plan

(Continued from Page 1)

ultimately be decided by referendum voters at the polls.

No tentative date has been set for the school vote, though school officials have eyed November as a possible month for a referendum.

Next, councilors will schedule a special meeting to discuss the issue at length. The special meeting has not been scheduled yet.

Before discussions of the number of schools and a referendum date take place, Mansfield Mayor Elizabeth "Betsy" Paterson said councilors first need to decide if they are endorsing new school construction.

"I think we need to concentrate efforts on getting to a decision," she said following the public hearing.

Taxpayers would pay just shy of \$27 million due to a projected state Department of Education reimbursement rate of 54.9 percent.

During Monday's hearing, residents said town officials and other residents need to be aware the financial burden of building new schools would fall on the shoulders of town residents.

"Residents need to realize we cannot have it all," said Kremer. "Especially during these economic times."

Others agreed with Kremer — including some non-Mansfield residents — saying, economically speaking, the town is in no position to build such an expensive project.

"I do not believe this commu-

nity has the financial sustainability to bond for two schools," said Windham resident Jeff Smith.

Smith is the Town of Mansfield's former finance director.

Smith, Kremer and several others who spoke Monday said they supported building one, all-inclusive elementary school because the cost was more affordable for residents.

Under that plan, residents would pay approximately \$20 million of a \$48.03 million total price tag, when state reimbursements are taken into account.

Resident Carol Pelligrine said she did not understand why town officials were looking to build new schools when, four years ago, the schools were identified in the town's plan of development as in good condition.

"It makes no sense doing it," she said. "It is a pie in the sky."

Monday's hearing was not entirely full of naysayers.

Some residents said they supported the two-school option because it was the best choice for Mansfield children.

"Children are not widgets," said Janette Picard, adding Mansfield children "put the growth and responsibility for education in our hands."

Others said they thought more supporters of the two-school option did not speak about the proposal because they already thought the two-school option was finalized and agreed upon in town.

PAGE
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Voters OK Four Corners funding

By **CAITLIN M. DINEEN** 6/29
Chronicle Staff Writer

MANSFIELD — A combination of resident and town council approval Monday night has paved the way for officials to begin the design phase of proposed water and sewer revamping of the area known as Four Corners.

Voters at a special town meeting Monday night approved the \$330,000 appropriation, which would be bonded.

Four Corners is the once-bustling intersection of routes 44 and 195 in Mansfield.

Once the home of eateries, shops and commerce, the intersection is near-vacant — complete with a derelict appearance and infrastructure.

Approximately 60 residents attended the meeting. A majority of the crowd voted in favor of the appropriation, while six or seven people were against the

funding. The vote was done verbally.

Four Corners Sewer and Water Advisory Committee Chairman Gene Nesbitt said it was important for residents to approve the funding because, otherwise, the project would halt.

“Without authorization, planning of Four Corners will come to a standstill,” said Nesbitt Monday night.

The appropriation needed town approval before the project could move forward. Consecutive town approval and town council approval finalized the appropriation.

Councilors — acting as the town’s water pollution control authority — originally voted in favor of the appropriation during their June 14 meeting.

Acting as the town council, councilors unanimously approved the funding again Monday.

(Voters, Page 4)

Voters approve funding for Four Corners

(Continued from Page 1)

Nesbitt said he hoped residents would support the funding because it would lead the way to an entrance to Mansfield “we can all be proud of.”

Although Nesbitt endorsed the funding, others in town said they thought Mansfield should find other ways to address infrastructure problems at the intersection.

Resident Howard Raphaelson

said he hoped officials could work with state Department of Environmental Protection to remediate ongoing sewer and water issues at the intersection without the hefty price tag.

“I see this as an expensive exercise to benefit those who polluted it,” said Raphaelson, adding he thinks current property owners at the intersection should fund remediation.

The intersection — which has

been plagued with poor sewer and no public water — is currently on the DEP watch list.

Other residents said developing the site as a “gateway to Mansfield” without a plan will result in undesired commercial development.

“We’ll end up with generic commercial development,” said resident Francis Pickering. “Is that the kind of gateway we want to Storrs?”

Pickering said town officials should establish a plan of development before they improve infrastructure at the intersection because, otherwise, it may result in “willy-nilly development.”

“I think it would be prudent to hold off,” said Pickering.

Some supporters of the proposed revamping said town officials should not allow the town’s main intersection to continue decaying.

PAGE
BREAK

Mansfield nixes rescue fee ordinance

By CAITLIN M. DINEEN
Chronicle Staff Writer

MANSFIELD — Town councilors said they were against creating an ordinance that would charge for rescue services if the fees associated with those services would not be enforced.

The ordinance — which was not yet drafted, but still brought to councilors for consideration — would have been a way for town officials to recuperate costs associated with rescue services.

However, the method of collection, which would have included three mailed bills, that, if ignored, would be cancelled, did not sit well with councilors.

"I don't want to reward somebody for ignoring (the bill)," said Councilor Peter Kochenburger.

The town currently has a similar ordinance that collects fees for "special services" considered above and beyond regular public safety work. That ordinance — titled "Fees for Special Public Safety Services Ordinance" — charges the organizer of a "event" or those

police have responded to multiple times in one evening.

However, the proposed ordinance that councilors agreed to let die would have charged for what officials have deemed "light duty," "heavy duty" and "technical" rescues.

According to Town Manager Matthew Hart, each rescue fee would have had a low rate and a high rate of recuperation.

Light duty rescues include "any rescue utilizing personnel and equipment in securing and protecting the scene," reads a memorandum from Hart to councilors.

These services include the use of hand tools, absorbent material, reflective or combustible warning devices.

Light duty rescue service fees range from \$300 to \$400.

Heavy-duty rescues include protecting the scene and freeing victims. These services also include the use of power tools to free an entrapped victim.

Fees associated with heavy-duty rescues range from \$500 to \$700.

Technical rescues are broad and include, but are not limited to, confined space, vertical, trench or search and rescue situations, said Hart in the memo.

The services could have cost people between \$800 and \$1,000.

Despite the potential to recover between \$15,000 and \$20,000 annually through the recommended fees, councilors said it was "silly" to have an ordinance that would not definitely collect fees.

"It seems silly to me to have a practice that, if ignored, doesn't go into effect," said Councilor William Ryan.

Before agreeing by consensus to halt work crafting the ordinance, councilors said town officials need to realize that some people may not be able to afford the fees associated with rescue services.

"I think, before we do something like this, we need to think long and hard if people simply cannot pay it," said Deputy Mayor Gregory Haddad.

PAGE
BREAK

7/1

Cookies anyone?

Cookie delivery firm set to come to Storrs

By **CAITLIN M. DINEEN**
Chronicle Staff Writer

MANSFIELD — A 10th business — one that may promote late night sweet tooth cravings — has signed a letter of intent to open up shop at the proposed \$220 million Storrs Center development.

Insomnia Cookies is the newest business to join the proposed combined commercial and residential project.

Once open, the Storrs location will be the 20th branch of the Pennsylvania-based cookie store.

The store, with all branches open near or on college campuses, offers fresh cookies delivered nightly.

"We've been considering opening in Storrs since the first or second year of the business," said Insomnia Cookies President Seth Berkowitz. "We think the combination of the new development and the location next to campus will be very successful for us."

The business first opened in 2003.

Insomnia Cookies offers late-night delivery of fresh-baked cookies. Cookies are baked after an order is placed.

"The delivery option makes us unique," said Berkowitz. "But the business is split about 50-50 between delivery and retail sales."

The proposed project is a mix of residential developments, retail shops and commercial buildings to be built along Storrs Road from Dog Lane to South Eagleville Road.

The project is to be funded by a mix of federal, state, local and private funding.

Nine letters of intent for the project — which has been in the works for nearly a decade — have been received since May 2009.

Those include Poinfret-based VanillaBean Café, Moe's Southwest Grill, Storrs Automotive, Wings Over Storrs, Travelplanners, Campus Cuts, Body Language, Tailoring by Tima and Cosimo's Italian Restaurant.

Storrs Automotive, an automobile repair shop, Campus Cuts, a hair salon, Tailoring by Tima, an alteration and custom tailoring business, and Body Language, a tattoo studio, are current tenants in the building that will be razed before new construction begins.

Their letters of intent signify they would like to stay in their current locations.

Half of the letters of intent are eateries.

Mansfield Downtown Partnership officials said they looked forward to the new business, which will cater well to the high school and college environment of Storrs. "We're looking forward to having Insomnia Cookies in Mansfield," said partnership director Cynthia van Zelm. "With a location right across the street from the UConn campus and E.O. Smith High School, I'm sure they will be a big hit."

'The delivery option makes us unique.'

— *Seth Berkowitz*

PAGE
BREAK

Mansfield delays action on land acquisition

By CAITLIN M. DINEEN 7/2
Chronicle Staff Writer

MANSFIELD — Councilors this week delayed action again on the potential acquisition of a 4.6-acre parcel of land located on the corner of Dog and Bundy lane.

The land — which was offered to town officials by members of the University of Connecticut Foundation — would not cost the town anything to attain, but would be gifted to the town by university officials.

When the council discussed the parcel during its June 14 meeting, residents told councilors to reject the gift because the land itself was not worth acquiring. Councilors took no action on the parcel earlier this month, citing a desire to learn more about the site and time to discuss the future of the property further.

Monday night, councilors said they wanted to talk with officials from Joshua's Tract Conservation and Historic Trust Inc. before acquiring the land.

"I suggest not getting this land unless Joshua's Trust does have an interest in this," said Councilor William Ryan.

The parcel of land is one property away from the

Nate and Theora Whetten Woods.

The acquisition of the property was brought to councilors earlier this month by recommendation of the town's planning and zoning commission.

PZC Chairman Rudy Favretti said commission members first considered the parcel because of its proximity to the Joshua's Trust land.

"We felt since our plan of development talks about large parcels of land, for wildlife, this land and the Joshua's Trust land would create a large parcel," said Favretti.

However, some town councilors said they did not know why they were acting as the liaison between UConn and Joshua's Trust.

"If Joshua's Trust were at all interested, why are they not involved in negotiations directly?" asked Councilor Denise Keane.

According to Mansfield Mayor Elizabeth "Betsy" Paterson, it is common for Mansfield to acquire land or, often times, act on behalf of the trust and then convey the land to them.

With no action on the proposed acquisition, councilors will revisit the recommendation during their next schedule town council meeting.

Councilors are next scheduled to meet July 12.

PAGE
BREAK

Opinion

7/6

Chronicle

Lucy B. Crosbie
President

Kevin Crosbie
Publisher

Charles C. Ryan
Editor

Editorial

We offer these threads, needles

Threads to the Mansfield school system's Dorothy C. Goodwin Bequest Fund, a \$10,000 endowment that provides quick cash for local youths looking to make a difference in their community. For example, last spring a group of Mansfield second-graders applied for \$75, allowing the group to purchase trash bags, work gloves and hand sanitizer as part of a road beautification project. This great idea is more about the message than the money. It teaches children that help is available if they want to improve their community. The funds come from the estate of Goodwin, a long time state legislator and namesake of a school in Mansfield. School officials say the money acts as a "motivator" for local children to do good. We agree and hope other towns can follow suit.

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