



**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, April 9, 2012  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.**

**AGENDA**

	<b>Page</b>
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	
<b>APPROVAL OF MINUTES.....</b>	<b>1</b>
<b>PUBLIC HEARING</b>	
1. <b>Proposed Fiscal Year 2012/2013 Budget .....</b>	<b>13</b>
<b>OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL REPORT OF THE TOWN MANAGER REPORTS AND COMMENTS OF COUNCIL MEMBERS OLD BUSINESS</b>	
2. <b>Connecticut Light and Power Interstate Reliability Project (Item #2, 01-23-12 Agenda) .....</b>	<b>15</b>
3. <b>WPCA – Benefit Assessment - Extension of Town Sewers to serve the College Mart Plaza (Item #11, 03-26-12 Agenda) .....</b>	<b>19</b>
4. <b>Storrs Center Update (Item #4, 03-26-12 Agenda) (No attachment)</b>	
5. <b>Community-Campus Relations (Item #) (No attachment)</b>	
<b>NEW BUSINESS</b>	
6. <b>Fair Housing Policy &amp; Resolution .....</b>	<b>21</b>
7. <b>Lease Extensions for Town-owned Agricultural Properties .....</b>	<b>27</b>
8. <b>Open Space Action Plan .....</b>	<b>49</b>
9. <b>Community Farms Preservation Program.....</b>	<b>55</b>
10. <b>Open Space (Conservation) Parcel for Storrs Center .....</b>	<b>63</b>
11. <b>Compensation for Town Manager .....</b>	<b>89</b>
12. <b>Historic Documents Preservation Program .....</b>	<b>91</b>
<b>DEPARTMENTAL AND COMMITTEE REPORTS.....</b>	<b>97</b>
<b>REPORTS OF COUNCIL COMMITTEES PETITIONS, REQUESTS AND COMMUNICATIONS</b>	

13. V. Civie (3/26/12) .....	115
14. A. Hilding (3/5/12) .....	119
15. A. Hilding (3/8/12) .....	135
16. A. Hilding (3/26/12) .....	137
17. A. Smith (3/5/12).....	161
18. Planning and Zoning Commission re: 2012-12 Capital Improvement Budget .....	175
19. Planning and Zoning Commission re: FY 2012-13 PZC/IWA Operating Budget .....	177
20. State of Connecticut Department of Public Health re: National Public Health Week ...	179
21. State of Connecticut Office of Policy and Management re: Local Capital Improvement Program .....	181
22. Congress of the United States re: Central Corridor Project .....	183
23. Citizen Budget Guide – 2012 Edition .....	185
24. Moving Forward in Mansfield .....	189

**FUTURE AGENDAS**

**EXECUTIVE SESSION**

- 25. Strategy and Negotiations with Respect to Pending Claims or Litigation, in accordance with CGS §1-200(6)(B)

**ADJOURNMENT**

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
March 26, 2012

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Keane, Kochenburger, Moran, Paterson, Paulhus, Ryan, Shapiro, Schaefer

Excused: Lindsey

II. INTRODUCTION TO THE BUDGET AND REVIEW PROCESS

Matt Hart presented the Town Manager's FY 2012/2013 Proposed Budget. Mr. Hart thanked his budget team and described the approach taken in the preparation of this budget. The main goals in this budget are to maintain core services, advance key Council goals and objectives and to allocate additional General Fund monies for fund balance and capital projects. Mr. Hart reviewed the revenue and expenditure trends, the proposed increase in contribution to the Fund Balance, the Capital and Nonrecurring Fund, and the Capital Fund projects and increased contribution from the General Fund. Implementation of this budget would result in an increase of .53 mills which is a 1.98% increase over current taxes.

III. ADJOURNMENT

Mr. Paulhus moved and Ms. Moran seconded to adjourn the meeting at 7:28 p.m. Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

March 26, 2012

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
March 26, 2012  
DRAFT

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

I. ROLL CALL

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

II. APPROVAL OF MINUTES

Ms. Moran moved and Mr. Paulhus seconded to approve the minutes of the March 5, 2012 Special meeting. The motion passed unanimously. Ms. Moran moved and Ms. Keane seconded to approve the minutes of the March 7, 2012 Special meeting. The motion passed unanimously. Mr. Paulhus moved and Ms. Moran seconded to approve the minutes of the March 12, 2012 meeting. Ms. Keane asked that the back up material provided by Ms. Lindsey be included in the minutes. Motion passed as amended with all in favor except Mayor Paterson and Mr. Ryan who both abstained.

III. PUBLIC HEARING

1. Small Cities (Community Development Block Grant)

Director of Planning and Economic Development Linda Painter described the current program and the staff's recommendation to apply for a \$300,000 CDBG grant to be used for residential rehabilitation.

Ric Hossack, Middle Turnpike, spoke in favor of pursuing the grant and suggested a possible candidate for the program.

Alison Hilding, Southwood Road, spoke in support of the grant for housing and questioned whether such a grant could be used for a sidewalk along North Eagleville Road.

The hearing was closed at 8:03 p.m.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Ric Hossack, Middle Turnpike, requested the questions submitted by residents be answered.

David Freudmann, Eastwood Road, stated he was encouraged by the proposed increase in fund balance and the decrease in bonding as presented in the Town Manager's budget. Mr. Freudmann suggested Region 19 be encouraged to present a zero increase budget.

Victor Civie, representing Citizens United, requested the Town invoke legal representation at the Siting Council. Mr. Civie also expressed concerns regarding the possible effects the overhead power lines might have on the students at the Mt. Hope Montessori School. (Statement attached, statement and submitted materials to be included as a communication in the 4/9/12 Town Council packet)

Alison Hilding, Southwood Road, presented a list of questions regarding the "renovate like new" possible status for the school building project. (Statement attached, statement and submitted materials to be included as a communication in the 4/9/12 Town Council packet)

V. REPORT OF THE TOWN MANAGER

In addition to his written comments the Town Manager offered the following comments: The Sustainability Committee has requested an opportunity to meet with the Town Council to discuss siting criteria for the school building project.

Well and septic testing is underway at both the Vinton and Goodwin School sites.

Region 19 is actively considering a level funding option.

The CL& P Interstate Reliability Project will be scheduled for discussion at a Council meeting prior to the April 24, 2012 public hearing.

Staff will address the questions raised by citizens regarding the school building project.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Paterson attended the opening session of the Climate Impact, Mitigation and Adaptation: A Reflection on Our Future. The Mayor reported the presentation was very good and well attended.

Mr. Kochenburger acknowledged the achievements of the E.O. Smith girls basketball team who once again made it to the final game.

VII. OLD BUSINESS

2. Small Cities (Community Development Block Grant)

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

**Resolution Adopting Program Income Plan and Program Income Reuse Plan**

**WHEREAS**, Program Income is defined in federal regulation at 24 CFR 570.489 (e), which specifies that program income is the gross income received by the jurisdiction that has been directly generated from Community Development Block Grant Program funds; and

**WHEREAS**, Examples of program income include: payments of principal and interest on housing rehabilitation loans made using Community Development Block Grant funds; interest earned on program income pending its disposition, and interest earned on funds that have been placed in a revolving loan account; and

**WHEREAS**, The Town of Mansfield will generate income from its current and proposed Housing Rehabilitation Program activities;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council that the following Reuse Plan Governing Program Income from CDBG-Assisted Activities is hereby approved and further authorizes Town Manager Matthew Hart to sign such document.

The motion to approve passed unanimously.

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

**Resolution Approving Small Cities Grant Application for Housing Rehabilitation Funds**

**WHEREAS**, federal monies are available under the Title I of the Housing and Community Development Act of 1974, 42 U.S.C § 5301, et. seq., as amended, also known as Public Law 93-383, and administered by the State of Connecticut, Department of Economic and Community Development as the Connecticut Small Cities Development Block Grant Program; and

**WHEREAS**, pursuant to Chapter 127c, and Part VI of Chapter 130 of the Connecticut General Statutes, the Commissioner of the State of Connecticut Department of Economic and Community Development is authorized to disburse such federal monies to local municipalities; and

**WHEREAS**, it is desirable and in the public interest that the Town of Mansfield make an application to the State for \$300,000 in order to undertake and carryout a Small Cities Community Development Program and to execute an Assistance Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MANSFIELD TOWN COUNCIL:**

That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Part VI of Chapter 130 of the CGS,

That the filing of an application for State financial assistance by The Town of Mansfield in an amount not to exceed \$300,000 is hereby approved and that Matthew W. Hart, Town Manager, is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, to carry out approved activities and to act as the authorized representative of the Town of Mansfield.

The resolution was approved by all.

By consensus the Council agreed to support the staff's recommendation which states if the Town is successful in their bid to acquire CDBG funds these funds would be used for revolving loans for moderate and low income housing rehabilitation. The Town will continue the existing program.

### 3. Community Water/Wastewater Issues

Town Manager Matt Hart and Director of Public Works Lon Hultgren reported on the most recent University of Connecticut Water Wastewater Policy Advisory Committee meeting. Efforts continue in the search for additional water for the Town and in support of the joint UConn/Town EIE process. A report will be presented in late April. Five hundred thousand to one million gallons per day will be needed.

### 4. Storrs Center Update

The Town Manager reported the Storrs Center website has recently been updated. A letter has been sent to Erland Construction requesting they utilize best practices regarding the filing of information with the CT Labor Board; they notify both the Downtown Partnership and the Town if any further stop work orders are issued; and that they check with all their subcontractors to insure all required paperwork is in order.

## VIII. NEW BUSINESS

### 5. UConn Hazardous Waste Facility

Reporting on the recent University Town Relations Committee meeting, the Town Manager stated UConn is conducting a study to look at potential sites for the hazardous waste facility and he urged the Committee to establish a steering committee to assist with the process.

Mayor Paterson reported the President's Office has hired an environmental consultant. Council members asked staff to try to establish if any improvements have been made to the existing hazardous waste facility or if the materials currently stored there have changed since this issue was last reviewed.

### 6. Blanket Authority Resolution between the State of Connecticut, Division of Emergency Management and Homeland Security and the Town of Mansfield for State Homeland Security Grant Funds

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

RESOLVED, that the Town of Mansfield may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection including the Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Matthew W. Hart as Town Manager of the Town of Mansfield, Connecticut, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Mansfield and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including but not limited to, executing and delivering all agreements and documents contemplated by such documents.

Motion passed unanimously.

### 7. License Request: Common Fields at Bassetts Bridge Road

Mr. Ryan moved and Ms. Keane seconded, to refer Mr. Healey's proposed license request to use a portion of the Common Fields at Bassetts Bridge Road, to the Agriculture Committee, the Open Space Preservation Committee, the Parks Advisory Committee and the Planning and Zoning Commission, and to schedule a Public Hearing for 7:30 PM at the Town Council's regular meeting on May 14, 2012 to receive public comment regarding the proposed license.

Motion passed unanimously.

Mr. Schaefer requested the Town remove an old tire near the bench in the Common Fields.

8. Classification – Administrative Analyst Position

Ms. Moran, Chair of the Personnel Committee moved, effective March 26, 2012 to create the classification of Administrative Analyst and set the pay grade for the position at grade 12, salary range of \$22.17/hr - \$28.21/hr, of the town administrators pay plan.

Ms. Moran stated the Personnel Committee reviewed the classification and pay grade for this position and determined, in a two to one vote, to recommend its implementation to the Council. Ms. Moran stated the complexity and varied duties justify the classification. Ms. Keane, the dissenting vote on the Personnel Committee, expressed her belief that the job description is what should be expected of an administrative assistant and approval of this motion might open the door for requests to change the classification of other existing positions.

The motion passed with all in favor except Ms. Keane and Mr. Paulhus who voted in opposition.

9. Naming of Public Streets and Buildings in Storrs Center

Mr. Schaefer moved and Ms. Keane seconded, to refer review of the proposed names of public streets and public buildings in Storrs Center to the Planning and Zoning Commission for the Commission's review and input to the Town Council.

Council members discussed their concerns with the process noting this is a rare opportunity. Councilor Schaefer withdrew his motion.

Mr. Shapiro moved and Mr. Schaefer seconded the Town Council authorize the Mayor to appoint an ad hoc committee to receive public input and recommend names to the Council for the Storrs Center streets and structures as outlined in the March 26, 2012 memo.

The motion passed unanimously.

Mayor Paterson asked any one interested in serving on the committee to contact her.

10. Utility Easement on Dog Lane Connector and Northern Portion of the Village Street

Mr. Schaefer and Ms. Moran moved, to refer the proposed utility easement on the North sections of the new Village Street in Storrs Center to the Planning and Zoning Commission for review pursuant to Section 8-24 of the Connecticut General Statutes.

The motion passed unanimously.

Mr. Hultgren will delete all references to street and structure names on the map.

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

Motion passed unanimously.

11. WPCA – Benefit Assessment: Extension of Town Sewers to serve the College Mart Plaza

Ms. Moran moved and Ms. Keane seconded, to schedule a public hearing for 7:45 pm at the Town Council's regular meeting on April 9, 2012, to solicit public comment regarding the benefit assessment for the extension of Town sewers to serve the College Mart Plaza.

Motion passed unanimously.

Mr. Paulhus moved and Mr. Shapiro seconded to reconvene as the Mansfield Town Council.

Motion passed unanimously.

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered

X. REPORTS OF COUNCIL COMMITTEES

March 26, 2012

No reports offered.

XI. PETITIONS, REQUESTS AND COMMUNICATONS

- 12.M. Hart re: Central Corridor Project TIGER IV Application
- 13.L. Painter re: Proposed Revisions to Zoning Regulations
- 14.Stanton re: Ceremonial Holiday Celebrations – Staff will add this as an agenda item at the appropriate scheduling time.
- 15.Trahan re: School Building Project – Option A Concerns
- 16.Town of Mansfield 2010-2011 Annual Report
- 17.Connecticut Department of Transportation Notice of Public Hearing in Mansfield-Storrs - Connecticut Public Transportation Commission
- 18.CIRMA re: Members' Equity Distribution
- 19.Press Release: Storrs Center Alliance Expands Dining Options with Three Latest Leases

XII. FUTURE AGENDA

No items added

Ms. Moran moved and Mr. Ryan seconded to move into Executive Session to discuss personnel in accordance with CGS§1-200(6)(A).  
Motion passed by all.

XIII. EXECUTIVE SESSION

Personnel in accordance with CGS§1-200(6)(A).

Present: Keane, Kochenburger, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro  
Also included: Town Manager Matt Hart

XIV. ADJOURNMENT

The Council reconvened in regular session. Mr. Paulhus moved and Mr. Ryan seconded to adjourn the meeting.

To: Mansfield Town Council Members, Matt Hart, Town Manger, Cherie Trahan,  
Director, Department of Finance  
From: Alison Hilding *Alison Hilding*  
Date: March 26, 2012  
RE: Mansfield's effort to achieve the "renovate like new" status along with the higher reimbursement rate for renovation of the three elementary schools.

**Notes for comments to be delivered orally at the Mansfield Town Council meeting  
March 26, 2012.**

Concerning the March 22, 2012 memo from Cherie Trahan to Matt Hart (attached) would you please answer the following questions:

When Ms. Trahan and Mr. Baruzzi met with the staff of the Bureau of School Facilities in the CT Department of Administrative Services (formerly of the Department of Education) in December 2011, did they address the option of renovating the three elementary schools with the bureau staff, or did they only address the two-new elementary schools option?

At what date, and to whom, of the Bureau of School Facilities have Trahan and Baruzzi, or any other official representative of the Town of Mansfield, presented an itemized and quantified list which details the components of the Rick Lawrence Associates \$95 million budget projection for renovation of the three Mansfield elementary schools? If this estimate and its specific components has been provided for review to the Bureau of School Facilities, what was their response? Who responded for the Bureau, at what date, and was this response delivered in writing or orally at a meeting or by phone?

Has any Town of Mansfield representative, including but not limited to Ms. Trahan and Mr. Baruzzi, had a discussion with any representative from the Bureau of School Facilities concerning whether or not any, or all, of the three Mansfield elementary schools might qualify for the "renovate like new" status and the higher reimbursement rate? Has anyone from the Town of Mansfield, at any point in this school building review process, told representatives from the Bureau of School Facilities that they would like to renovate the schools rather than build new? Has any official representative of the Town of Mansfield asked for the state's help in figuring out how the elementary schools might qualify for the higher "renovate like new" reimbursement rate? If so, when, who, and with what staff member of the Bureau of School Facilities did this communication occur?

Has Lawrence Associates ever presented to the Mansfield Board of Education, the Mansfield Town Council, or the Mansfield Department of Finance a clearly and fully detailed list of expenses which adds up to the \$95 million Lawrence Associates has projected for renovating the three elementary schools? If so, when, and to which of the town's councils, boards, or departments was this detailed list provided? Was the

H/W P 6-26

document dated? If a detailed itemization of the Lawrence Associates \$95 million renovation projection exists, may I please have a copy of it?

When the calculations were done by Lawrence Associates to determine if the three Mansfield elementary schools qualified for the State of CT higher "renovate like new" reimbursement rate, how was the square footage of each school computed? Were the portables included or not? Has the Mansfield Board of Education, Town Council, or Department of Finance ever been presented by Lawrence Associates with a list which categorizes as alteration, repair, code improvement, etc, all of the work to the physical plant of the three elementary schools that has been completed over the past thirty years?

It is my understanding that how the historical construction work completed over the past thirty years is categorized or classified, such as "alteration", "repair", or "improvement" is key to determining whether 75% of each building has been "renovated" or not. I believe that there may be some discretion concerning the way completed work may be classified. Depending on what outcome a school system, or a consultant, wants to achieve, improvements to the physical plant may be assigned to one category or another, albeit with limitations. Likewise, how you compute the square footage of each building (such as including the portable classrooms or not) necessarily affects the percentage of the previously "renovated" space.

Nothing I have seen to date has convinced me that either Lawrence Associates or the Town of Mansfield has made a serious effort to qualify for the State's "renovate like new" status and the higher reimbursement rate.

Lastly, could you please tell me when, and by whom, a thorough study was made of the suitability of the land around Southeast School for a new and larger septic system? Was appropriate soil excavation done at that time to determine the soil drainage type? Are records available that document this investigation? Could you please provide me with a copy of this document, or alternately, tell me how I might access these records?

Thank you.



# Town of Mansfield

## Department of Finance

**To:** Matt Hart, Town Manager  
**From:** Cherie Trahan, Director  
**CC:** Fred Baruzzi, Superintendent of Mansfield Public Schools  
**Date:** March 22, 2012  
**Re:** School Building Project - Option A Concerns

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Following the Public Hearing for the School Building Project on March 5, 2012, Rick Lawrence spoke to me regarding the Option A discussions and comments. He was very concerned that there was a misunderstanding as to what Option A was going to do for us and more importantly, how long Option A would take to complete. After listening to the numerous points he made, I suggested he prepare a list of his concerns so that we could discuss them at the Special Council meeting on March 7th. The primary concern was that all citizens understood not only what the end result would be, but what the process would be to get there, not to cast blame. Regretfully, that seems to have been the interpretation.

From my perspective, the sheer number of projects that are still under consideration, along with the time delay between our reviews has made it extremely difficult to keep clear the fine differences between them. Over the past 6 years we have analyzed and reviewed approximately 10-12 different versions. As was pointed out, we ourselves continue to fall back on the term "renovation" even though Rick has repeatedly explained the difference at the workshops. However, understanding the importance and impact of this project on the entire community, going forward I believe the factual points regarding Option A are important to remember:

1. Option A is basic repairs/maintenance/alterations to maintain the buildings to be completed over a 20 year period.
2. The cost estimates were based on completing the project over 20 years to mitigate the impact on the students. Work would need to be done over vacations and summer break because there is insufficient swing space to move the students to while work is being done. To shorten the implementation of this option would increase the cost of the option.
3. Based on our conversations with the School Facilities Unit, we do not believe we will receive the higher reimbursement rate for the alterations in Option A because we do not qualify for "renovate to new" status. However, we will continue to monitor any further clarifying information from the State.

I hope this information is helpful and that we can assist the Council in moving forward with their deliberations.

# CITIZENS UNITED

RE: Cl&P's Interstate Reliability Project

March 26, 2012

Senator Fasano stated "Nearly everyone who spoke to me about this legislation expressed concern over the health consequences of the electromagnetic fields" "That's why we included language requiring lines ..be placed underground.... "

Gov. says yes to power lines bill, Brian Mccready , Journal Register News Service 05/07/2004

Victor Civie

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
March 27, 2012

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Keane, Kochenburger, Moran, Paterson, Paulhus, Ryan, Shapiro, Schaefer

Excused: Lindsey

II. MAJOR COST DRIVERS

Director of Finance Cherie Trahan reviewed the major cost drivers for the FY 2012/2013 budget and identified the key items within those categories.

Flag – A copy of the various advisory committee's recommendations for contributions to area agencies will be provided.

III. POLICY CHANGES AND INITIATIVES (ISSUE PAPERS)

Town Manager Matt Hart discussed the significant proposed changes to the budget including staffing changes, contributions to the Fund Balance, changes to the Capital and Nonrecurring Fund, the General Fund contribution to the Capital Improvement Program and the Storrs Center Reserve Fund.

Flag – A copy of the Fiscal Impact Analysis for Storrs Center will be provided.

IV. ADJOURNMENT

Mr. Paulhus moved and Mr. Kochenburger seconded to adjourn the meeting at 8:30 p.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

March 27, 2012

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
March 29, 2012

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

II. GENERAL FUND REVENUE REVIEW

Director of Finance Cherie Trahan reviewed the budgeted sources of revenue for FY2012/2013.

III. PROGRAMMATIC REVIEW

Department heads briefly reviewed their departments' accomplishments, goals and objectives and any significant changes in their proposed budgets.

Flag - Confirm if there are any unexpected losses in the Recyclable/Rubbish billing for the current year.

Flag - Suggested a goal be added to the Police Services' narrative focusing on the protection of residents.

Flag - Suggested the Emergency Management's narrative reflect the department's efforts on Spring Weekend.

Flag - Re-examine the 2011/12 estimated snow removal expenditures.

Mayor Paterson thanked the staff for their continued efforts for the Town, noting that it is a pleasure to work with such a competent group of individuals.

IV. ADJOURNMENT

Mr. Ryan moved and Mr. Paulhus seconded to adjourn the meeting.  
Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

March 29, 2012

PUBLIC HEARING  
TOWN OF MANSFIELD  
April 9, 2012  
FY 2012/13 Budget.

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting on April 9, 2012 to solicit comments regarding the proposed FY 2012/13 Budget.

At this hearing persons may address the Town Council and written communications may be received. Copies of said budget and accompanying materials are on file and available at the Town Clerk's office: 4 South Eagleville Road, Mansfield and are posted on the Town's website ([mansfieldct.gov](http://mansfieldct.gov))

Dated at Mansfield Connecticut this 28 day of March 2012.

Mary Stanton, Town Clerk

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; Linda Painter, Director of Planning and Development  
**Date:** April 9, 2012  
**Re:** Connecticut Light and Power Interstate Reliability Project

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**Subject Matter/Background**

At the January 23, 2012 meeting, the Council voted to endorse the recommendation of the Planning and Zoning Commission to oppose the proposed transmission line route through eastern Connecticut and to recommend the following mitigation measures if the Connecticut Siting Council should find the proposed route to be acceptable:

- Undergrounding of the transmission line from a point southwest of the Woodmont Drive cul-de-sac to a point west of Conantville Brook (the 'Mansfield' variation)
- Undergrounding of the transmission line from a point west of Sawmill Brook Lane to a point west of Storrs Road/Route 195 (modified 'Mount Hope' underground variation)
- Use of EMF Best Management Practices poles from the end of the underground section west of Storrs Road to the eastern town line
- Relocation of the existing and proposed transmission lines where they run through the Hawthorne Park subdivision
- Use of Mansfield Hollow Design Option 2, which would not require additional right-of-way acquisition through Mansfield Hollow
- Measures to protect active farmland including construction timing and restoration of soil to pre-construction conditions; installation and monitoring of erosion and sedimentation controls; and financial compensation to farmers for impacts to crop production

**Additional Recommendations for Mitigation**

Over the past several weeks, staff has reached out to the three childcare facilities that were identified in the project application to discuss their concerns with the proposed project and to identify potential mitigation measures. A summary of those conversations is as follows:

- *Mount Hope Montessori School.* The Mount Hope Montessori School is located at 48 Bassetts Bridge Road. The primary concerns of the school are the health and safety of the children from the use of pesticides and herbicides used to abate vegetation and the impacts of electrical magnetic fields, as well as the impact the additional transmission line would have on enrollment. The staff and board members have been informed by several parents that they would no longer enroll their children at the school if a second transmission line is constructed. When the transmission project was initially proposed back in 2008, school representatives had discussed relocation and purchase of the school property by CL&P. According to school representatives, CL&P was pursuing the purchase of a property on Route 275 before the project was put on hold.

At this time, the preferred mitigation measure for the school is relocation to another site, preferably within five miles of the University on a quiet street with land for a playground and parking.

- *Green Dragon Daycare.* This is a home-based daycare owned and operated by Diane Dorfer and located at 87 Bassetts Bridge Road. The power lines currently cross the back portion of the property, over an existing garden. As part of the curriculum, Ms. Dorfer would like to bring the children out into the garden. However, use of the garden is limited due to the prevalence of ground shocks, particularly during warmer months when there is moisture on the plants. Since CL&P owns the properties to the east and west of the home, they have provided Ms. Dorfer with a license to use approximately one acre of property located immediately east of the house on Bassetts Bridge Road. However, this license can be revoked at any time, and the license requires Ms. Dorfer to carry \$2M in insurance.

Ms. Dorfer would prefer a land swap to the current license arrangement. CL&P has indicated that pursuing a land swap would be difficult due to an interest that the Department of Energy and Environmental protection (DEEP) has in the property. Staff is in the process of reaching out to DEEP to determine what issues, if any, the agency would have with a land swap.

The other issue of concern to Ms. Dorfer is the potential location of a construction access drive along the west property line of her property. The close proximity of such an access drive for heavy construction vehicles would provide a significant disruption to the children, particularly those sensitive to loud noises. If possible, the ideal location for a construction access would be located away from the homes on Bassetts Bridge Road.

- *Come Play With Me Daycare.* This childcare facility is no longer in operation.

### **Financial Impact**

CL&P would incur a cost to accommodate the proposed mitigation measures; there is no anticipated financial impact to the Town.

### **Legal Review**

No legal review is required at this time.

### **Recommendation**

Staff recommends that the Council authorize the Mayor to submit a revised letter to the Siting Council in advance of the April 24, 2012 public hearing expressing the Council's opposition to the proposed route and detailing a comprehensive list of mitigation measures, including those endorsed on January 23, 2012 and the following:

- Relocation of the Mount Hope Montessori School
- Exchange of land at 87 Bassetts Bridge Road (Green Dragon Daycare)
- Location of construction access roads in the least disruptive location for single-family homes along the route

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

*Move, to authorize the Mayor to submit a revised letter to the Connecticut Siting Council in advance of the April 24, 2012 public hearing expressing the Mansfield Town Council's opposition to the proposed route and detailing a comprehensive list of mitigation measures, including those endorsed on January 23, 2012 and the following:*

- *Relocation of the Mount Hope Montessori School*
- *Exchange of land at 87 Bassetts Bridge Road (Green Dragon Daycare)*
- *Location of construction access roads in the least disruptive location for single-family homes along the route*

### **Attachments**

- 1) Location Map of Childcare Facilities in relation to power lines



-  Mount Hope Montessori School
-  Green Dragon Daycare/Diane Dorfer
-  Green Dragon License Area (Approximate)
-  Connecticut Light and Power
-  Powerlines
-  Open Space





**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Cherie Trahan, Director of Finance  
**Date:** April 9, 2012  
**Re:** WPCA – Benefit Assessment - Extension of Town Sewers to serve the College Mart Plaza

---

**Subject Matter/Background**

At the last meeting, the Town Council voted to set a public hearing for April 9, 2012 to solicit public comment on the extension of town sewers to serve the College Mart Plaza. Typically, legal requirements for the noticing of public hearings dictate that the legal notice be published in the local newspaper a minimum of a five days in advance of the hearing. Pursuant to Mansfield Code §159-14(G), the public hearing notice requirement for a sewer connection is somewhat different and mandates a minimum ten day notice. By the time staff realized this distinction, it was too late to hold a public hearing on April 9<sup>th</sup>. Consequently, Council will need to approve a new date for the public hearing to enable the Town to meet the 10-day noticing requirement.

**Recommendation**

Council's action to schedule a public hearing on this assessment at a future Council meeting is respectfully requested.

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

*Move, to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on April 23, 2012, to solicit public comment regarding the extension of town sewers to serve the College Mart Plaza.*

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

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning & Development; Kevin Grunwald, Human Services Director  
**Date:** April 9, 2012  
**Re:** Fair Housing Policy & Resolution

---

**Subject Matter/Background**

In order to apply for and to receive funding under the Small Cities Community Development Block Grant Program, the Town is required to maintain its Fair Housing Policy and Compliance with Title VI of the Civil Rights Act of 1964 Policy. Although these policies have not been rescinded, the Department of Economic and Community Development requires re-adoption of these policies in years in which the Town is applying for grant funds. Since we anticipate applying for a grant through the Small Cities program in June 2012, the Council should re-adopt the policies it approved in April 2011. As a policy matter and as a legal requirement, it is important for the Town to help ensure that all citizens are afforded a right to full and equal housing opportunities.

**Recommendation**

If the Council supports re-adopting the policy statements and resolution, the following motions are in order:

*Move, effective April 9, 2012, to adopt the attached Fair Housing Policy Statement.*

*Move, effective April 9, 2012, to adopt the attached Fair Housing Resolution.*

*Move, effective April 9, 2012, to adopt the attached Compliance with the Title VI of the Civil Rights Act of 1964 Policy.*

**Attachments**

- 1) Fair Housing Policy Statement
- 2) Fair Housing Resolution
- 3) Compliance with Title VI of the Civil Rights Act of 1964 Policy Statement



## TOWN OF MANSFIELD POLICY MEMORANDUM

**To:** All Citizens & Town Employees  
**From:** Mansfield Town Council and Matthew Hart, Town Manager  
**Date:** April 9, 2012 (Revised), April 25, 2011 (Revised), April 26, 2010 (Revised)  
**Subject:** Fair Housing Policy Statement

---

It is the policy of the Town of Mansfield to promote fair housing opportunities and to encourage racial and economic integration in all its programs and housing development activities.

Programs funded and administered by the Town of Mansfield must comply with the provisions of Section 46a-64c as amended of the C.G.S. and with related state and federal laws and regulations that prohibit discriminatory housing practices.

The Town of Mansfield or any of its sub-recipients of the Town of Mansfield will carry out an affirmative marketing program to attract prospective buyers or tenants of all majority or minority groups, without consideration of race, color, religion, sex, national origin, ancestry, creed, sexual orientation, marital status, lawful source of income, disability, age, or because the individual has children in all programs and housing development activities funded or administered by the Town of Mansfield.

The Fair Housing Officer for the Town of Mansfield, Kevin Grunwald, or his designated representative is responsible for the enforcement and implementation of this policy. The Fair Housing Officer may be reached at (860) 429-3315 or [Kevin.Grunwald@mansfieldct.org](mailto:Kevin.Grunwald@mansfieldct.org).

Complaints pertaining to discrimination in any program funded or administered by the Town of Mansfield may be filed with the Fair Housing Officer. The Town's grievance procedure will be utilized in these cases.

Complaints also may be filed with the Commission on Human Rights and Opportunity, Special Enforcement Unit, 21 Grand Street, Hartford, CT 06106, telephone (860) 541-3403.

A copy of this policy statement will be given annually to all Town of Mansfield employees and they are expected to fully comply with it. In addition, a copy will be posted throughout the Town of Mansfield.

---

Matthew W. Hart  
Town Manager

---

Date

*This statement is made available in large print or on audiotape by contacting the Fair Housing Officer at 4 South Eagleville Road, Mansfield, CT 06268 or 860-429-3315.*



**TOWN OF MANSFIELD**  
**FAIR HOUSING RESOLUTION**

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

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

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

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

Adopted by the Mansfield Town Council on April 9, 2012.

Certified a true copy of a resolution adopted by the Town of Mansfield at a meeting of its Town Council on April 9, 2012 and which has not been rescinded or modified in any way whatsoever.

---

Date

Clerk

(Seal)



## TOWN OF MANSFIELD POLICY MEMORANDUM

**To:** All Citizens & Town Employees  
**From:** Mansfield Town Council and Matthew Hart, Town Manager  
**Date:** April 9, 2012 (Revised), April 25, 2011 (Revised), April 26, 2010 (Revised)  
**Subject:** Compliance with Title VI of the Civil Rights Act of 1964 Policy Statement

---

### I. Statement of Policy

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

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

This policy is effectuated through the methods of administration outlined in Mansfield's Fair Housing Plan and is fully implemented to ensure compliance by the Town, as the recipient, and by sub-recipients. The cooperation of all Town of Mansfield personnel is required.

### II. Relevant Federal Laws and Regulations

A. SEC. 601. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. SEC. 602. Each Federal department and agency which is empowered to extend Federal financial assistance to any program or activity, by way of grant, loan, or contract other than a contract of insurance or guaranty, is authorized and directed to effectuate the provisions of section 601 with respect to such program or activity by issuing rules, regulations, or orders of general applicability which shall be consistent with achievement of the objectives of the statute authorizing the financial assistance in connection with which the action is taken. No such rule, regulation, or order shall become effective unless and until approved by the President. Compliance with any requirement adopted pursuant to this section may be effected (1) by the termination of or refusal to grant or to continue assistance under such program or activity to any recipient as to whom there has been an express finding on the record, after opportunity for hearing, of a failure to comply with such requirement, but such termination or refusal shall be limited to the particular political entity, or part thereof, or

other recipient as to whom such a finding has been made and, shall be limited in its effect to the particular program, or part thereof, in which such non-compliance has been so found, or (2) by any other means authorized by law: Provided, however, That no such action shall be taken until the department or agency concerned has advised the appropriate person or persons of the failure to comply with the requirement and has determined that compliance cannot be secured by voluntary means. In the case of any action terminating, or refusing to grant or continue, assistance because of failure to comply with a requirement imposed pursuant to this section, the head of the federal department or agency shall file with the committees of the House and Senate having legislative jurisdiction over the program or activity involved a full written report of the circumstances and the grounds for such action. No such action shall become effective until thirty days have elapsed after the filing of such report.

C. SEC. 603. Any department or agency action taken pursuant to section 602 shall be subject to such judicial review as may otherwise be provided by law for similar action taken by such department or agency on other grounds. In the case of action, not otherwise subject to judicial review, terminating or refusing to grant or to continue financial assistance upon a finding of failure to comply with any requirement imposed pursuant to section 602, any person aggrieved (including any State or political subdivision thereof and any agency of either) may obtain judicial review of such action in accordance with section 10 of the Administrative Procedure Act, and such action shall not be deemed committed to unreviewable agency discretion within the meaning of that section.

D. SEC. 604. Nothing contained in this title shall be construed to authorize action under this title by any department or agency with respect to any employment practice of any employer, employment agency, or labor organization except where a primary objective of the Federal financial assistance is to provide employment.

E. SEC. 605. Nothing in this title shall add to or detract from any existing authority with respect to any program or activity under which Federal financial assistance is extended by way of a contract of insurance or guaranty.

*This Title VI Policy Statement re-affirms my personal commitment to the principals of nondiscrimination.*

---

Matthew W. Hart  
Town Manager

---

Date

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt*  
**CC:** Mansfield Agriculture Committee; Maria Capriola, Assistant to the  
 Town Manager; Linda Painter, Director of Planning; Jennifer Kaufman,  
 Parks Coordinator  
**Date:** April 9, 2012  
**Re:** Lease Extensions for Town-owned Agricultural Properties

---

**Subject Matter/Background**

Land is an essential element of farming. After a century of significant farmland loss around the state, access to affordable, productive farmland is one of the greatest challenges facing Connecticut farmers.

The Town of Mansfield owns seven properties, most with prime agricultural soils, that it has leased to local farmers since the mid-1990's. These seven properties total 70 acres and represent an important source of land for farmers and local food production. The term of these leases is lengthy to encourage the farmer to invest in maintaining the land in good condition. In almost all cases, the same farmer has leased the same property since the inception of the lease. The Town of Mansfield's willingness to lease land to local farmers contributes towards growing Mansfield's farms, food and economy.

The lessee's consideration to the Town is stewardship and maintenance of the property. If the Town were to maintain these properties on its own, it would entail a significant amount of Town resources, including the removal of invasive plants, mowing and tree trimming. Furthermore, the Town does not have the resources or expertise to keep the land in productive agriculture.

Six of the existing leases expired in 2010. In 2011, the Agriculture Committee, in conjunction with the Town attorney and staff, developed a one-year bridge agreement to allow time for the Committee to thoroughly review the Town's agricultural leasing policy before offering new leases. The Agriculture Committee is finalizing the agricultural leasing policy, but will not have this document ready for the Council's review and approval until after the 2012 growing season. Consequently, the Town Attorney has worked with staff to develop another one-year bridge lease agreement.

At its March 19, 2012 meeting, the Planning and Zoning Commission (PZC) reviewed the agricultural lease extensions pursuant to §8-24 of the Connecticut General Statutes and determined that the extensions are consistent with Mansfield's Plan of Conservation and Development. In addition, the PZC recommended that the Town Council approve the lease extensions to facilitate active cultivation of Town-owned agricultural property until a revised lease policy is finalized and new leases are put forward for approval.

#### **Financial Impact**

While the Town does not receive rental income under the lease agreements, the Town does benefit from the active cultivation and maintenance of these properties.

#### **Legal Review**

The Town Attorney has reviewed and approved the form of the proposed lease extension. The insurance requirements are new and may need to be negotiated with the individual lessees.

#### **Recommendation**

Staff recommends that the Council authorize the Town Manager to execute the proposed extensions for the lease of the Town's agricultural properties.

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

*Move, effective April 9, 2012, to authorize the Town Manager to execute the proposed extensions for the lease of Town agricultural properties. The form of such lease extension agreements shall be reviewed and approved by the Town Attorney.*

#### **Attachments**

- 1) 2012 Agricultural Bridge Leases



**PLANNING AND ZONING COMMISSION  
TOWN OF MANSFIELD**

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CONNECTICUT 06268  
(860) 429-3330

To: Town Council  
From: Planning and Zoning Commission  
Date: Tuesday, March 20, 2012  
Re: 8-24 Referral: Agricultural Lease Extensions

At a meeting held on 3/19/12, the Mansfield Planning and Zoning Commission adopted the following motion:

“That the PZC report to the Town Council that the proposed lease extensions are consistent with Mansfield’s Plan of Conservation and Development and recommend that the extensions be approved to facilitate active cultivation of town-owned agricultural property until a revised lease policy is finalized and new leases are put forward for approval.”

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Baxter**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and Charles Galgowski of 117 Baxter Road, Storrs, CT 06268, as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, the field situated on the south westerly side of Route 195 and the easterly side of Baxter Road in the Town of Mansfield, as indicated on the attached map entitled "Former Baxter Property – Attachment A" and described in a Warranty Deed from the estate of Mina M. Baxter to the Town of Mansfield, dated July 1, 1997, and recorded in Volume 387, Page 498 in the Town of Mansfield Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Charles Galgowski to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Charles Galgowski to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee **Charles Galgowski** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and
3. THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss

or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

4. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and
5. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

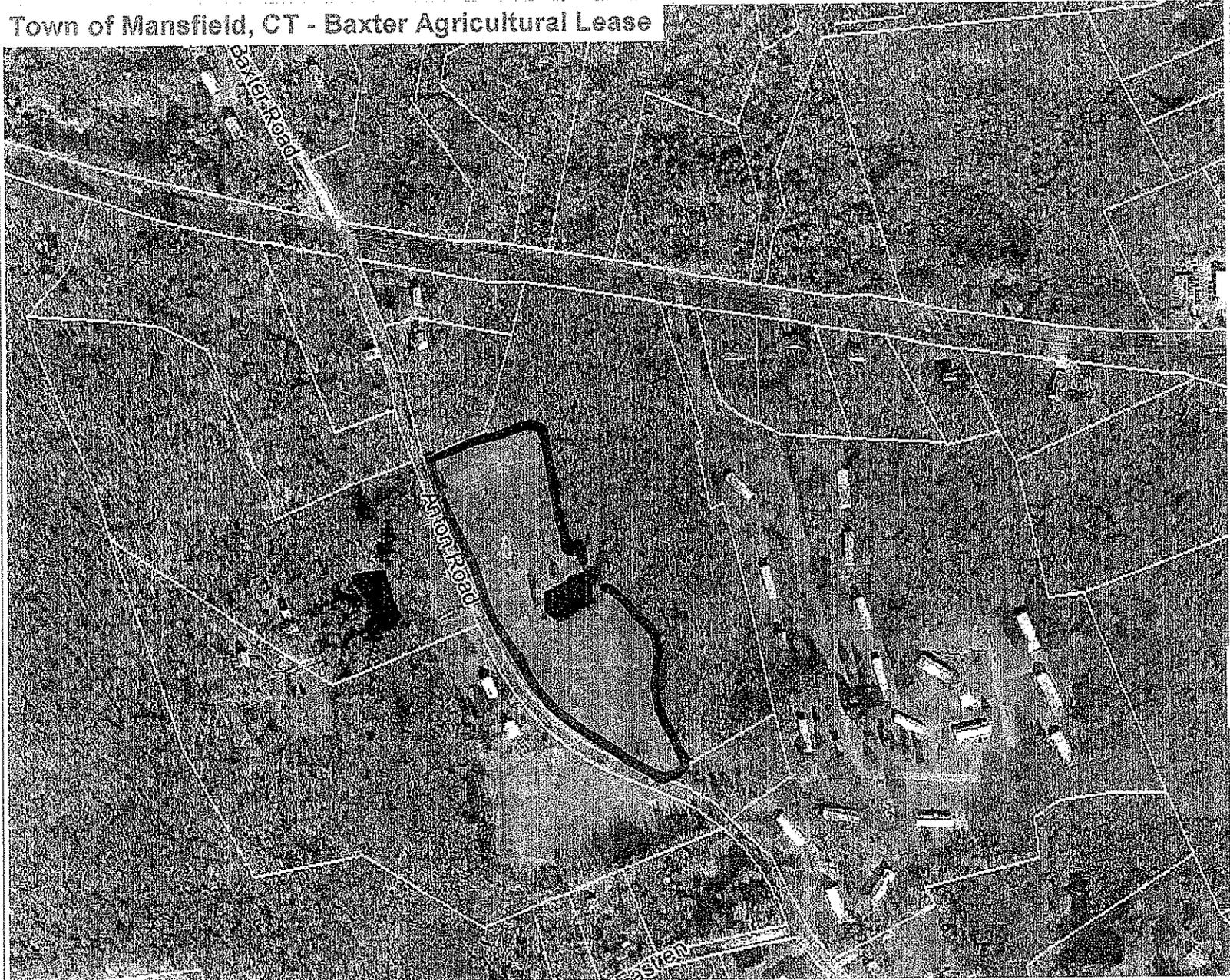
LESSOR,

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
Charles Galgowski

# Town of Mansfield, CT - Baxter Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town roads
- highways



1 in = 450.44 ft

Printed:  
3/15/2012

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Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Commonfields**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and Thomas Wells, of 513 Wormwood Hill Road, Mansfield Center, CT, as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, as indicated on the attached map entitled "Commonfields-Attachment A" and consisting of two (2) fields of approximately three (3) acres (Field A) and five (5) acres (Field B) in the Town of Mansfield and on the easterly side of Storrs Road and on the northerly side of Bassetts Bridge as described in a Warranty Deed from Roland D. Eaton to the Town of Mansfield, dated December 21, 1993, and recorded in Volume 345, Page 306 of the Town of Mansfield Land Records; and one (1) field of approximately eight (8) acres (Field D) in the Town of Mansfield and on the northerly side of Bassetts Bridge Road and the easterly side of land now or formerly of Roland D. Eaton and the Town of Mansfield, in part by each, as described in a Warranty Deed from Crossen Builders, Inc. to the Town of Mansfield, dated June 7, 1996, and recorded in Volume 375, Page 333 of the Town of Mansfield Land Records; and one (1) field of approximately two (2) acres (Field C) in the Town of Mansfield and on the southerly side of Cemetery Road as described in a Warranty Deed from Crossen Builders, Inc. to the Town of Mansfield dated September 11, 1995, and recorded in Volume 366, Page 103 of the Mansfield Town Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Thomas Wells to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Thomas Wells to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee **Thomas Wells** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and
3. THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and
4. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and
5. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
 So AGREED, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
 In the Presence Of:

LESSOR,

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Matthew W. Hart, Town Manager  
 TOWN OF MANSFIELD  
 Duly Authorized

LESSEE,

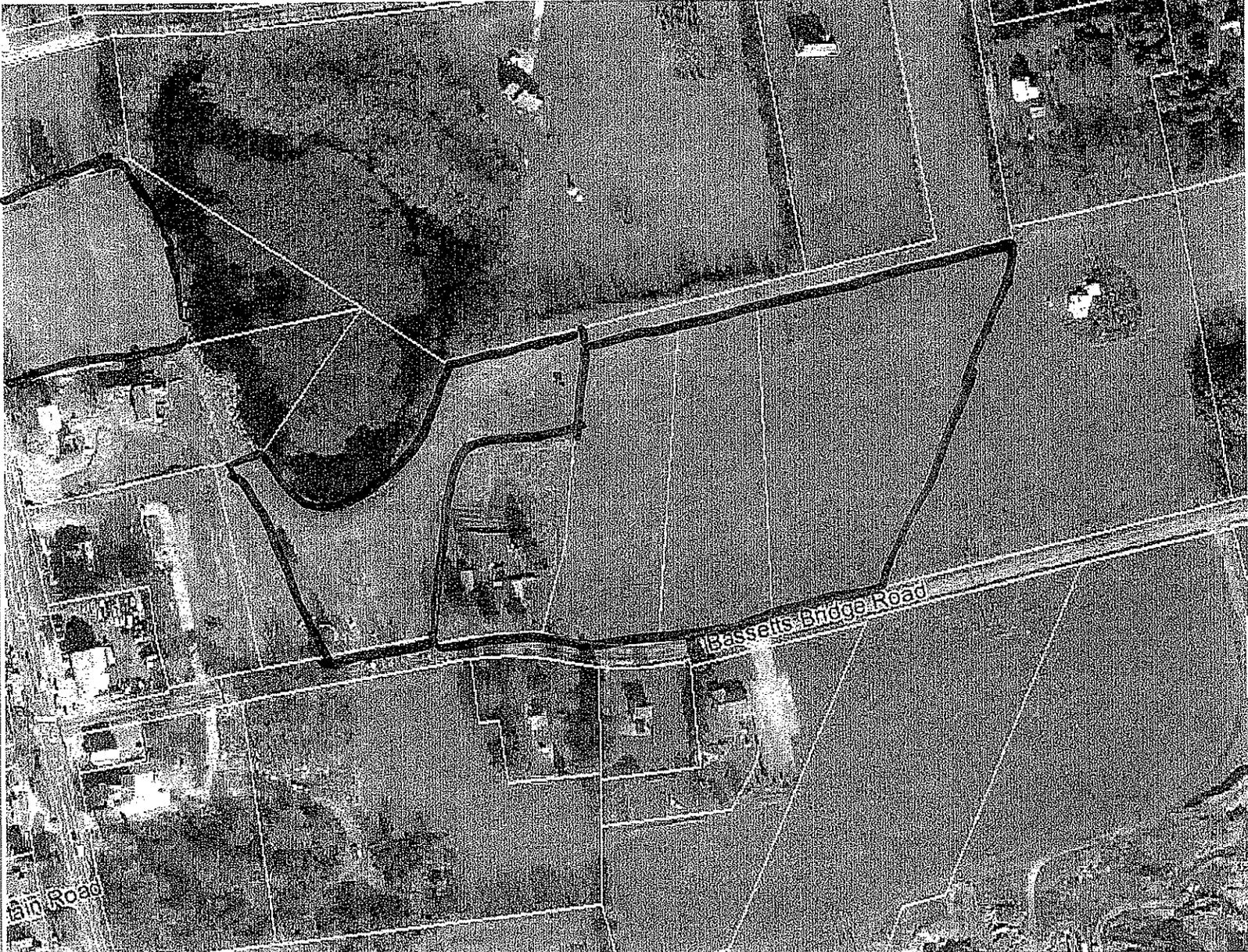
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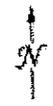
Thomas Wells

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# Town of Mansfield, CT - Commonfields Agriculture Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town roads
- highways



1 in = 254.39 ft

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3/15/2012

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Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

*Attachment A*

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Crane Hill Field**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and Arthur Stearns of 50 Stearns Road, Mansfield-Storrs, CT, 06268 as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, the 12.23 acre field situated on the south east side of Crane Hill Road in the Town of Mansfield, as indicated on the attached map entitled "Crane Hill Field – Attachment A," and described in a Warranty Deed from Sheridan Vernon, Kim Vernon and Kirsten Ramundo to the Town of Mansfield, dated March 19, 2003, and recorded in Volume 501, Page 15 of the Mansfield Town Land records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Leslie Stearns to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Leslie Stearns to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager **Matthew W. Hart**, and Lessee **Leslie Stearns** of Willard J. Stearns and Sons, Inc., do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and
3. THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury,

bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

4. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and
5. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So AGREED, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
Leslie Stearns  
Willard J. Stearns and Sons, Inc.

# Town of Mansfield, CT - Crane Hill Field Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town
- roads
- highways



1 in = 319.01 ft

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3/15/2012

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Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Eagleville**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and Arthur Stearns of 50 Stearns Road, Mansfield-Storrs, CT 06268, as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, an eight (8) acre field located in the Town of Mansfield and on the westerly side of Route 32 about midway between South Eagleville and Mansfield City Road and between the Central Vermont Railroad and the Willimantic River, as indicated on the attached map entitled "Eagleville Field Attachment A" and as described in a Warranty Deed from Robert Watts to the Town of Mansfield, dated March 1, 1995, and recorded in Volume 363, Page 202 of the Town of Mansfield Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Leslie H. Stearns to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Leslie H. Stearns to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee **Leslie H. Stearns of Willard J. Stearns & Sons, Inc.** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and
3. THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and

volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

4. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and
5. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
Leslie H. Stearns  
Willard J. Stearns & Sons, Inc.

# Town of Mansfield, CT - Eagleville Preserve Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town roads
- highways



1 in = 319.01 ft

Printed:  
3/15/2012



-42-

MainStreetGIS, LLC - [www.mainstreetgis.com](http://www.mainstreetgis.com) / [info@mainstreetgis.com](mailto:info@mainstreetgis.com)  
Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Mt. Hope**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and William Varga, of 40 River Road, Mansfield Center, CT 06250, as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, a certain field situated on the south easterly portion of Mount Hope Park on the easterly side of Warrenville Road (Route 89), in the Town of Mansfield, as indicated on the attached map entitled "Mt. Hope Park – Attachment A," and described in a Warranty Deed from Holly Hatch and Kirk Skinner, dated October 1, 1999, and recorded in Volume 425, Page 312 in the Town of Mansfield Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee William Varga to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee William Varga to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager **Matthew W. Hart**, and Lessee **William Varga** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and
3. THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss

or damage of any kind occurring during the term of the agreement and alleged to have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and

4. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and
5. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_  
**Matthew W. Hart**, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

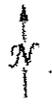
LESSEE,

\_\_\_\_\_  
**William Varga**

# Town of Mansfield, CT - Mt Hope Park Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town roads
- highways



1 in = 345.51 ft

Printed:  
3/15/2012

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Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

-45-

Attachment A

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Torrey Property**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and Thomas Wells, of 513 Wormwood Hill Road, Mansfield Center, CT, as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, certain agricultural land located on the southwesterly side of Gurleyville Road in the Town of Mansfield, as more particularly described in said **Lease Agreement** and in a Warranty Deed from the Elizabeth Torrey Revocable Trust to the Town of Mansfield, dated June 3, 1996, and recorded in Volume 373, Page 463; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Thomas Wells to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Thomas Wells to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee Thomas Wells do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$1,000,000, naming the Lessor as an additional insured, insuring against loss or injury caused by the Lessee's activity on the demised premises; and
3. THE LESSEE shall fully indemnify, defend and hold harmless the Town of Mansfield and all of their respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the agreement and alleged to

- have been caused in whole or in part by the Lessee, and even if caused by the negligence of the Town or any of their officers, employees, agents, servants and volunteers; and
4. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and
  5. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

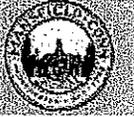
LESSOR,

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
Thomas Wells

Town of Mansfield, CT - Torrey Property Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town roads
- highways



1 in = 456.83 ft

Printed: 3/15/2012



Location: 234 GURLEYVILLE RD ID: 10.43.35

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Attachment A



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant to the Town Manager; Linda Painter, Director of Planning; Curt Vincente, Director of Parks and Recreation; Jennifer Kaufman, Parks Coordinator; Agriculture Committee; Conservation Commission; Open Space Preservation Committee; Parks Advisory Committee  
**Date:** April 9, 2012  
**Re:** Open Space Action Plan

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**Subject Matter/Background**

Since the 1970's, Mansfield's open space preservation program has achieved a number of the land conservation goals set out in the Town's plan of conservation and development (POCD). As the Town grows, the need to maintain a balance between developed and natural areas will require continued attention. Natural resources, such as clean water and air, farmland and forests are important to the health of the Town and its residents. Ensuring that these resources continue to be available is critical to the economic future of Mansfield and the quality of life for its residents.

During the past year, the Agriculture Committee, the Conservation Commission, the Open Space Preservation Committee and the Parks Advisory Committee have reviewed the Town's goals, as well as new options to help achieve these objectives and to encourage private landowners to participate in conservation projects. The current real estate market offers opportunities for municipalities and new funds in state grant programs are available to allow the Town to leverage its open space fund. Note that this action plan builds on previous projects (beginning in 1992) to address the Town's priorities. A list of those projects can be found in the last section.

The advisory committees and the Conservation Commission are seeking the Town Council's endorsement of the open space action plan. Specific projects and initiatives requiring specific approval (e.g. land acquisition) will be brought to the Council as appropriate.

**Recommendation**

Staff recommends that the Council endorse the open space action plan as requested by the advisory committees and the commission.

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

*Move, effective April 9, 2012, to endorse the open space action plan as proposed by the Agriculture Committee, the Conservation Commission, the Open Space Preservation Committee and the Parks Advisory Committee.*

**Attachments**

- 1) 2012 Open Space Action Plan

January 18, 2012

To: Mansfield Town Council

From: Agriculture Committee, Conservation Commission, Parks Advisory Committee, Open Space Preservation Committee

Re: Open Space Preservation Action Plan

Since the 1970's, Mansfield's Open Space Preservation Program has achieved a number of the land conservation goals set out in the Town's Plan of Conservation and Development (POCD). As the Town grows, the need for keeping a balance between developed areas and natural areas will require continued attention. Natural resources, such as clean water and air, farmland, and forests are important to the health of the Town and its residents. Ensuring that these resources continue to be available is critical to the economic future of the Town and the quality of life for its residents.

During the past year, the committees have reviewed the Town's goals as well as new options for the Town to address these goals and to encourage private landowners to participate in conservation projects. This is a good time to be proactive. The current real estate market offers opportunities that the Town can take advantage of. New funds in state grant programs are available and would allow the Town to leverage its Open Space Fund. Note that this Action Plan builds on previous projects (beginning in 1992) to address the Town's priorities. A list of those projects can be found in the last section.

### **Agriculture Committee Recommendations**

#### *Purchase of development rights*

Provide information to farmland owners (30 acres or more) about the Ct. Farmland Preservation Program of the Ct. Department of Agriculture (DOA). Through this program, the state purchases development rights (PDR) of farmland that qualifies. The land remains in private ownership. Ct. Farmland Trust could assist owners through the PDR process. The Town could offer to partner in the cost-sharing option.

#### *New grant program*

The DOA recently announced a Community Farms Preservation program, which will purchase development rights on farms that are too small (less than 30 acres) to qualify for their existing PDR program (see above). The Town must submit an application to qualify for this program by May 31. Applications by landowners to DOA for the first round are due by July 31. The Agriculture Committee recommends that the Town apply to participate in this program and notify farm owners about it.

### *Protective easements*

Place agricultural conservation easements on Town-owned farmland. A second party should also hold these easements. This would permanently protect agricultural resources and prevent other uses that would adversely affect the agricultural use of these fields. In addition, the Town should add another party to the easements it already holds on farmland to ensure its protection. Ct. Farmland Trust could be asked to accept easements for the above lands.

### **Conservation Commission Recommendations**

Focus on conservation easements rather than fee simple purchase by the Town, especially for conservation of interior forest tracts. The land would remain in private ownership. To encourage donations of conservation easements, the Town could assist with the costs of surveys, legal work, etc. If appropriate, the Town could purchase the easement.

### **Parks Advisory Committee Recommendations**

Review in-holdings within existing Town parks. Review connection opportunities between preserved properties, including Joshua's Trust lands. Recommend contacting landowners to indicate Town interest in preserving these areas. Recommend placing protective easements on Town parks and preserves to ensure that they continue to serve the purpose for which they were acquired. A second party should also hold these easements.

### **Open Space Preservation Committee Recommendations**

The committee supports the above recommendations as part of an Open Space Preservation Action Plan. Further recommendations:

#### *Rivers Projects*

Natchaug River Watershed: Follow-up on the Natchaug Watershed Compact with outreach to landowners along the Fenton, Mt. Hope and Natchaug Rivers Greenways. Recommend a conservation project with other towns and Joshua's Trust to provide information about land management and conservation options along riverfronts.

Willimantic River Greenway: Outreach to riverfront owners as in the Natchaug Watershed.

#### *Interior Forest Project*

The committee reviewed a map prepared by UConn's CLEAR that shows large forest tracts (250 acres to over 500 acres) with an overlay of currently protected lands. The committee recommends an interior forest conservation project in cooperation with Joshua's Trust.

**Thank you** for considering these recommendations. We request Council approval to begin these initiatives. Specific projects would be referred to the Council as they develop. We look forward to working with the Council to achieve these land conservation goals.

**Resources for This Action Plan**

1992 Open Space Project, 1993 Rivers Project, 1996 Agricultural Lands Project, 2006 Mansfield Plan of Conservation and Development (Appendices J and K), 2007 Conservation Options Workshop for Landowners, 2007 Outreach to Forest Landowners Project, 2009 “Mansfield 2020: A Unified Vision” Strategic Plan.

PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *M.H.*  
**CC:** Maria Capriola, Assistant to the Town Manager; Linda Painter, Director of Planning; Jennifer Kaufman, Parks Coordinator; Agriculture Committee; Conservation Commission; Open Space Preservation Committee; Parks Advisory Committee  
**Date:** April 9, 2012  
**Re:** Community Farms Preservation Program

---

**Subject Matter/Background**

In December 2011, Connecticut Agriculture Commissioner Steven K. Reviczky announced \$2,000,000 in funding for farmland preservation through the Connecticut Department of Agriculture's new community farms preservation program. This pilot program, authorized by Connecticut General Statutes 22-26nn, allocates community investment act funds for cooperative state-local farmland preservation projects in qualifying municipalities.

The purpose of the community farms preservation program is to encourage locally supported farmland preservation. This program is a good fit for smaller farms that have excellent agricultural soils and contribute to local economic activity, but which may not be eligible for other protection programs. The program provides an opportunity for those farms to ensure their land is not converted to non-agricultural uses and for Connecticut to keep its best agricultural soils available for production.

Municipalities meeting the eligibility criteria listed below may enter into a cooperative agreement with the Connecticut Department of Agriculture no later than May 31, 2012.

The criteria are as follows:

1. Recognize farmland preservation in the plan of conservation and development or interim town plan for local farmland preservation
2. Establish an agricultural commission and/or program for farmland preservation
3. Inventory local farmland resources
4. Prioritize farms for preservation using a criteria scoring or ranking system
5. Designate a fund for farmland preservation and have a method of funding

6. Request identification of locally important farmland soils through U.S. Department of Agriculture's Natural Resources Conservation Service (USDA-NRCS)

Mansfield has met these criteria and staff has worked with the CT Department of Agriculture to develop a cooperative agreement. Prequalified municipalities that have entered into such agreements will be eligible to participate in state-local farmland preservation projects as outlined in the community farms preservation program.

Should the Town acquire a specific parcel of farmland through this program, per *Mansfield's Planning, Acquisition, and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements*, the acquisition would need to be approved by the Town Council following a public hearing.

#### **Financial Impact**

Participation in this program would allow the Town access to state funding to help preserve important agricultural properties and areas in Mansfield.

#### **Recommendation**

Staff recommends that the Town Council authorize staff and the Chair of the Agriculture Committee to enter into the proposed cooperative agreement between the State and the Town.

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

*Resolved, to authorize the Town Manager, the Director of Finance and the Chair of the Mansfield Agriculture Committee, to enter into a cooperative agreement between the Town of Mansfield and the Connecticut Department of Agriculture for participation in the community farms preservation program.*

#### **Attachments**

- 1) Connecticut General Statutes 22-26nn
- 2) Community Farms Cooperative Agreement between the CT Department of Agriculture and the Town of Mansfield

**Sec. 22-26nn. Community farms program. Criteria.** (a) The Commissioner of Agriculture may establish a community farms program for the preservation of farmland that does not meet the criteria of the farmland preservation program established pursuant to section 22-26cc for reasons of size, soil quality or location but that may contribute to local economic activity through agricultural production. The commissioner may purchase up to one hundred per cent of the value of development rights directly from an eligible owner, or may acquire development rights on qualifying farmland jointly with a municipality, subject to the appraisal and review required by the regulations adopted pursuant to this section. For the purposes of this section, "development rights" and "owner" shall have the same meaning as in section 22-26bb.

(b) If the Commissioner of Agriculture establishes a program in accordance with subsection (a) of this subsection, the commissioner shall, in consultation with the Farmland Preservation Advisory Board established under section 22-26ll, establish criteria for said program. Such criteria shall give preference to farms that produce food or fiber, and at a minimum shall consider (1) the probability that the land will be sold for nonagricultural purposes, (2) the current productivity of the land and the likelihood of continued productivity of such land, (3) the suitability of the land for agricultural use, including whether the soil is classified as locally important soils by the United States Department of Agriculture, and (4) the demonstrated level of community support for preservation of the parcel. The commissioner shall, in consultation with said board, consider mechanisms that encourage continuation of the land in agricultural production to maintain its long-term availability and affordability for future generations of farmers, including, but not limited to, deed restrictions or stewardship requirements.

**COOPERATIVE LETTER OF AGREEMENT FOR THE JOINT PARTNERSHIP OF THE  
COMMUNITY FARMS PRESERVATION PROGRAM BETWEEN THE STATE OF  
CONNECTICUT, DEPARTMENT OF AGRICULTURE AND THE  
TOWN OF MANSFIELD**

This Cooperative Agreement, is entered into by and between the State of Connecticut, Department of Agriculture, acting by and through Steven K. Reviczky, its Commissioner of Agriculture pursuant to Connecticut General Statutes (CGS) Section 4-8, and the Town of Mansfield, also referred to herein as the 'municipality', for the joint partnership of the Community Farms Preservation Program and acquisition and ownership of development rights to agricultural land, pursuant to Connecticut General Statutes Chapter 422a Agricultural Lands. For purposes of this Cooperative Agreement, the term 'Parties' refers collectively to the State of Connecticut, Department of Agriculture and the Town of Mansfield.

**I. AUTHORITY.**

This Cooperative Agreement is entered into by the State of Connecticut, Department of Agriculture under the authority of the Connecticut General Statutes, Chapter 422a, AGRICULTURAL LANDS, Section 22-26cc(e).

**II. BACKGROUND AND PURPOSE.**

Conn. Gen. Stat. 22-26cc authorizes the Commissioner of Agriculture to purchase development rights easements in agricultural lands to maintain and preserve agricultural land for farming and food production purposes.

WHEREAS, the State of Connecticut, Department of Agriculture and the Town of Mansfield have mutual interests in preventing the conversion of agricultural lands to non-agricultural uses, and

WHEREAS, the Town of Mansfield has a policy in support of farmland preservation in a form either as:

1. A policy statement in the plan of development which supports farming or farmland preservation, or
2. An open space plan which designates farmland for preservation purposes, or
3. A municipal farmland preservation plan, and

WHEREAS, the Town of Mansfield has established an Agricultural Committee; and by vote the "Mansfield Agriculture Committee" to advise the Town Council and other Town officials and perform duties including, but not limited to:

1. foster agricultural viability and preservation of agricultural land in Mansfield
2. chart land use in Mansfield to support a balance between agriculture, preservation, and other land uses
3. promote keeping Town-owned farmland in agricultural production
4. promote the value of viable agriculture to the Town in the areas of employment, property taxes, environment and farmland preservation
5. identify opportunities to preserve and expand agriculture in Mansfield
6. promote opportunities for residents and local businesses to support agriculture,

WHEREAS, the municipality has an agricultural preservation fund or demonstrated mechanism for approving funds for agricultural preservation, and

WHEREAS, the State of Connecticut, Department of Agriculture, pursuant to Connecticut General Statutes Section 22-26cc et seq., administers a farmland preservation program, and has established regulations pursuant to Conn. Gen. Stat. Sect. 22-26gg for Agricultural Lands Preservation and deemed

necessary to carry out the purposes of CGS Ch 422a, therefore the State of Connecticut, Department of Agriculture and the Town of Mansfield, which municipality has an Agricultural Land Preservation Fund established pursuant to CGS Section 7-131q, have agreed to combine their resources to assure that such areas are protected from conversion to non-agricultural uses.

THEREFORE, the parties agree to enter into this COOPERATIVE LETTER OF AGREEMENT FOR THE JOINT PURCHASE OF DEVELOPMENT RIGHTS.

### III. TOWN APPLICATION REQUIREMENT.

The Town of Mansfield, will provide to the Commissioner of Agriculture the following:

1. An applicant whom has voluntarily offered the sale of development rights which original application to sell development rights is signed and dated by the owner(s).
2. Copies of local assessor map of the property offered and local land record deed references, survey of the property if available, soils maps of the property, and a soil conservation plan prepared by the USDA, Natural Resources Conservation Service, and a description of agricultural operation including commodities produced and acreages planted.
3. A document identifying and recommending for preservation the applicant's agricultural lands in the municipal farmland preservation plan, or municipal plan of development or open space plan, copies of which shall also be presented by the municipality to the Commissioner of Agriculture.
4. The identity of the committee or agent designated by the municipality with the authority to negotiate to purchase development rights.

### IV. STATE EVALUATION OF THE APPLICATION.

- A. The Commissioner of Agriculture shall evaluate projects pursuant to the state purchase of development rights program as set forth in CGS Section 22-26cc, and regulations set forth in Section 22-26gg.
- B. Projects approved for acquisition by the Commissioner shall be appraised to determine development rights values.
- C. Projects rejected shall be ineligible for joint development rights purchase. The Commissioner shall notify the municipality of projects that have been rejected. Such notification shall include the reasons for rejection.

### V. AGREEMENT FOR JOINT PURCHASE.

- A. The Commissioner and the municipality shall enter into an agreement with each other prior to the joint purchase of development rights for a specific parcel of property, once the value of the development rights has been determined. Such agreements shall specify the following:
  1. Maximum contribution for joint purchase of development rights to be made by the state,
  2. Maximum contribution for joint purchase of development rights to be made by the municipality,
  3. The commitment of the municipality to place its contribution to jointly purchase development rights in an escrow account until such time development rights are conveyed to the state and municipality or until such time it is determined that development rights cannot be conveyed from the applicant,

4. That the contribution from the state is dependent upon approval of the State Properties Review Board and the State Bond Commission,
5. That the state may pay the reasonable closing and survey costs involved with the conveyance of development rights,
6. The representative of the municipality authorized to negotiate with the project applicant for purchase of development rights,
7. The owner of the subject property and closing date and acquisition price,
8. A procedure for the adjustment of price based on A-2 survey acreage adjustment, and,
9. That the agreement and all transactional documents shall be subject to the approval of the Attorney General.

B. Agreements are to be signed by the Commissioner and the municipality's chief elected officer, treasurer, and chairman of the municipal body or commission, if any, responsible for farmland preservation planning.

C. Said Agreement may be used as the contract for the applicant referenced in VI.C. below, and may be modified as needed at the Commissioner of Agriculture's discretion.

#### VI. NEGOTIATIONS WITH THE APPLICANT.

A. The Commissioner, or his designee, shall be the chief negotiator for the purchase of development rights for the project.

B. Only the municipality's designated negotiator shall be involved in negotiations with the seller in addition to the Commissioner or his designee. Appraisals and negotiations shall be kept confidential and discussed only with signatories of the Agreement, and/or where applicable, in executive session of municipal council or commissions only. Discussions with outside third party funders is allowed with prior permission of the Commissioner of Agriculture.

C. Contracts for purchase of development rights shall be on a form provided by the Commissioner. Such contracts shall include:

1. State's contribution,
2. Municipality's contribution,
3. Any requirements that must be met before conveyance of development rights may take place,
4. Commissioner's signature,
5. Municipality's negotiator's signature,
6. Closing date, identification of parties and acquisition price, and
7. A provision that the contract and all transactional documents may be subject to the approval by the Office of Policy and Management and the Attorney General.
8. Purchase agreements may be revised and resubmitted if both the Commissioner and the town's negotiator agree.

#### VII. CONVEYANCE OF DEVELOPMENT RIGHTS.

A. At time of purchase, the applicant shall give, on a form provided by the State, a warranty deed conveying marketable title in and to the development rights of the property, naming the state and the municipality jointly as grantees. Obtaining necessary land surveys, title certificate, and any title insurance shall be the responsibility of the Commissioner and the Town.



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; Lon Hultgren, Director of Public Works; Linda Painter, Director of Planning; Cynthia van Zelm, Executive Director – Mansfield Downtown Partnership  
**Date:** April 9, 2012  
**Re:** Open Space (Conservation) Parcel for Storrs Center

---

**Subject Matter/Background**

As you will recall, part of the Storrs Center development includes a relatively large parcel (24.3 acre) that is to be conveyed to the Town for conservation as open space. Originally, it was thought that this parcel would be transferred from the University of Connecticut to the developer Storrs Center Alliance and in turn transferred to the Town.

This property transfer has been modified slightly in that it is now coming to the Town directly from UConn. This direct transfer has evolved as a preferred way for the Town to take ownership of the parcel.

UConn's willingness to directly transfer this property to Mansfield is contingent upon the Town agreeing to preserve the parcel under a conservation easement/restriction agreement. Such an easement/agreement has been drafted by UConn and reviewed by Town staff and the Town Attorney, and is attached along with the actual quit claim deed to be used for the transfer, a map of the parcel and the legal description of the parcel.

**Financial Impact**

Under this agreement, the Town would need to maintain the property as a conservation area. This could conceivably involve cleaning up any dumped rubbish on the property or other minor custodial measures.

**Legal Review**

The deed, description, map and restriction agreement have been reviewed by both our Town Attorney (Dennis O'Brien) and Attorney Dennis Poitras, who generally helps the Town with easements and property transfers for our various projects. Attorney O'Brien, in consultation with our Director of Planning and Development, has determined that a referral of this easement/transfer back to the Planning and Zoning Commission is not required.

**Recommendation**

Council's action to authorize the Town Manager to sign the conservation agreement and to accept the open space parcel using the following resolution is respectfully requested.

*RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the conservation agreement with the University of Connecticut entitled Reservation of Conservation Restriction, which agreement will allow the University of Connecticut to convey to the Town for conservation purposes a certain 24.3 acre parcel located along the easterly edge of the Storrs Center Development, and to accept on behalf of the Town the deed for said parcel.*

**Attachments**

- 1) Quit Claim Deed
- 2) Legal Description
- 3) Map
- 4) Conservation Agreement

Record and return to:  
The Town of Mansfield, Connecticut  
Town Manager's Office  
4 South Eagleville Road  
Storrs Mansfield, CT 06268

## QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: that the STATE OF CONNECTICUT, acting herein by its Treasurer or duly authorized representative (the "State"), at the request of the BOARD OF TRUSTEES OF THE UNIVERSITY OF CONNECTICUT, acting pursuant to Conn. Gen. Stat. Section 4b-21(a), and THE UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education having an office and place of business at 352 Mansfield Road, Storrs, Connecticut (the "University", and together with the State, collectively referred to herein as "Grantor"), for consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim unto the TOWN OF MANSFIELD, CONNECTICUT ("Grantee"), a Connecticut Municipal Corporation having an office and place of business at 4 South Eagleville Road, Mansfield, Connecticut, 06268, all the right, title interest and claim which the said Grantor has in and to that piece or parcel of land, more particularly described in Exhibit A attached hereto and incorporated herein, that is shown as "Property Survey Town of Mansfield Open Space Storrs Center Storrs Road & Dog Lane Mansfield, Connecticut" Scale 1"=100' Dated 07/08/2011 Revised 04/04/2012 Sheet No. BS-4 prepared by BL Companies, Meriden, Connecticut, which map is to be filed in the Town Clerk's Office of the Town of Mansfield contemporaneously with this deed (said land is herein sometimes referred to as the "Conservation Property").

Said transfer is made in accordance with and to promote the Storrs Center Master Plan for the development of a mixed-use town center and main street corridor at the crossroads of the Town of Mansfield, Connecticut and the University of Connecticut.

The Conservation Property is conveyed and accepted subject to a reservation in favor of the University, and its successors and assigns, as follows:

1. Rights appurtenant to the premises conveyed hereby, of the nature and character and to the extent hereinafter set forth for all purposes and activities permitted in a Conservation Restriction created and reserved by the University of Connecticut on even date herewith and recorded on the Mansfield Land Records on the same date as the recording of this Quit Claim Deed (the "Conservation Restriction").

[Remainder of this Page Intentionally Left Blank – Signature Pages Follow.]

**Exhibit A**

All of that tract or parcel of land, situated in the Town of Mansfield, County of Tolland and State of Connecticut, containing a total of \_\_\_\_\_ square feet or \_\_\_\_\_ acres and more particularly bounded and described as follows, and shown on the map hereinafter referred to:

INSERT LEGAL DESCRIPTION

For a more particular description of the above described land, reference is made to a map to be filed in the Mansfield Town Clerk's Office entitled as "Open Space to be Conveyed to the Town of Mansfield" on a map (herein, the "Map") entitled "Property Survey, Town of Mansfield Open Space," Scale 1"=100', Revised 04/04/2012, Sheet No. BS-4, prepared by BL Companies, Meriden, Connecticut.

Legal Description  
Open Space  
to be conveyed to Town of Mansfield

All of that tract or parcel of land situated in the Town of Mansfield, County of Tolland and State of Connecticut, containing 1,058,583 square feet or 24.302 acres and more particularly bounded and described as follows, and shown on the map hereinafter referred to:

Commencing at a Connecticut Highway Department monument found on the easterly highway line of present Storrs Road (State Route 195), thence running along said easterly highway line of present Storrs Road (State Route 195) North 46°-00'-16" West a distance of 173.28 feet to a point, North 40°-46'-26" West a distance of 2.30 feet to a point, said point being at the northwesterly corner of land now or formerly State of Connecticut (Map 16, Block 41, Lot 10);

Thence running along the northerly line of said land of State of Connecticut (Map 16, Block 41, Lot 10) North 47°-22'-51" East a distance of 241.84 feet to concrete monument found;

Thence running along the northerly line of land now or formerly Courtyard Condominiums (Map 16, Block 41, Lot 8) North 34°-27'-20" East a distance of 250.50 feet to a point;

Thence running along the northerly line of land now or formerly Regional School District #19 (E.O. Smith High School) (Map 16, Block 41, Lot 7-1) the following two (2) courses and distances: North 39°-09'-52" East a distance of 46.04 feet to a point, North 50°-32'-46" East a distance of 15.44 feet to the **True** point and place of beginning, said point also being the southwest corner of the herein described parcel;

Thence running through land now or formerly State of Connecticut (Map 16, Block 41, Lot 13) the following twenty-five (25) courses and distances:

- (1) North 82°-45'-57" West a distance of 65.15 feet to a point,
- (2) North 49°-53'-37" West a distance of 320.39 feet to a concrete monument found,
- (3) South 40°-06'-23" West a distance of 143.35 feet to a point,
- (4) along a non-tangent curve to the right having a radius of 331.00 feet, a delta angle of 17°-59'-12", an arc length of 103.91 feet and a chord bearing of North 05°-20'-32" West a distance of 103.48 feet to a point,
- (5) North 66°-55'-40" East a distance of 18.40 feet to a point,
- (6) North 07°-03'-25" East a distance of 133.12 feet to a point,
- (7) South 82°-56'-35" East a distance of 23.00 feet to a point,
- (8) North 54°-22'-04" East a distance of 112.02 feet to a point,
- (9) North 77°-19'-19" East a distance of 176.00 feet to a point,
- (10) North 49°-36'-07" East a distance of 32.00 feet to a point,
- (11) North 12°-47'-19" East a distance of 75.00 feet to a point,

- (12) along a curve to the right having a radius of 90.00 feet, a delta angle of  $80^{\circ}-51'-03''$ , an arc length of 127.00 feet and a chord bearing of North  $53^{\circ}-37'-51''$  East a distance of 116.72 feet to a point,
- (13) South  $85^{\circ}-55'-00''$  East a distance of 225.00 feet to a point,
- (14) North  $05^{\circ}-10'-40''$  West a distance of 34.00 feet to a point,
- (15) North  $76^{\circ}-08'-18''$  East a distance of 40.00 feet to a point,
- (16) North  $16^{\circ}-21'-17''$  West a distance of 264.00 feet to a point,
- (17) South  $72^{\circ}-18'-15''$  West a distance of 264.00 feet to a point,
- (18) North  $42^{\circ}-24'-29''$  West a distance of 160.00 feet to a point,
- (19) North  $57^{\circ}-41'-37''$  East a distance of 66.00 feet to a point,
- (20) North  $32^{\circ}-04'-00''$  West a distance of 227.00 feet to a point,
- (21) South  $29^{\circ}-35'-17''$  West a distance of 87.00 feet to a point,
- (22) along a curve to the right having a radius of 60.00 feet, a delta angle of  $67^{\circ}-08'-02''$ , an arc length of 70.30 feet and a chord bearing of South  $62^{\circ}-57'-19''$  West a distance of 66.35 feet to a point,
- (23) South  $49^{\circ}-02'-30''$  West a distance of 123.00 feet to a point,
- (24) South  $42^{\circ}-09'-50''$  West a distance of 66.00 feet to a point,
- (25) South  $56^{\circ}-28'-13''$  West a distance of 98.22 feet to a point;

Thence running the following two (2) courses and distances:

- (1) South  $31^{\circ}-48'-08''$  West a distance of 41.95 feet to a point, partly along land now or formerly Storrs Center Alliance, LLC;
- (2) South  $24^{\circ}-27'-32''$  West a distance of 8.37 feet along land now or formerly Storrs Center Alliance, LLC; to a point;

Thence running along said land of Storrs Center Alliance, LLC and land now or formerly Storrs Center Alliance, LLC to be conveyed to The Town of Mansfield, partly by each, North  $49^{\circ}-58'-54''$  West a distance of 98.53 feet to a point;

Thence running along said land of Storrs Center Alliance, LLC to be conveyed to The Town of Mansfield North  $22^{\circ}-02'-49''$  West a distance of 75.13 feet to a point on the southerly line of land now or formerly Helleniac Society "Paideia" Inc. (Map 16, Block 41, Lot 13-1);

Thence running along said land of Helleniac Society "Paideia" Inc. (Map 16, Block 41, Lot 13-1) the following two (2) courses and distances:

- (1) North  $40^{\circ}-03'-02''$  East a distance of 671.92 feet to a point,
- (2) North  $54^{\circ}-45'-48''$  West a distance of 80.00 feet to a point;

Thence running through land now or formerly State of Connecticut (Map 16, Block 41, Lot 13) North  $38^{\circ}-36'-24''$  East a distance of 214.79 feet to a point on the southwesterly line of land now or formerly The Corporation Of The New England District Of The Lutheran Church-Missouri Synod (Map 16, Block 41, Lot 19);

Thence running along the southwesterly line of said land of The Corporation Of The New England District Of The Lutheran Church-Missouri Synod (Map 16, Block 41, Lot 19) the following four (4) courses and distances:

- (1) South  $52^{\circ}-12'-14''$  East a distance of 50.00 feet to a concrete monument found,
- (2) South  $52^{\circ}-31'-08''$  East a distance of 310.94 feet to a concrete monument found,

- (3) South 49°-16'-48" East a distance of 114.19 feet to a point,
- (4) South 57°-26'-22" East a distance of 71.74 feet to a concrete monument found;

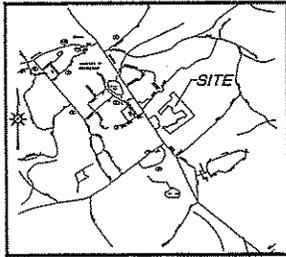
Thence running along the southwesterly line of land now or formerly Joshua's Tract Conservation & Historic Trust, Inc. (Map 16, Block 41, Lot 20-1) the following five (5) courses and distances:

- (1) South 53°-03'-13" East a distance of 94.20 feet to a point,
- (2) South 52°-21'-40" East a distance of 295.01 feet to a point,
- (3) South 51°-49'-51" East a distance of 94.28 feet to a point,
- (4) South 53°-40'-59" East a distance of 165.77 feet to a point,
- (5) South 51°-24'-17" East a distance of 172.69 feet to a concrete monument found;

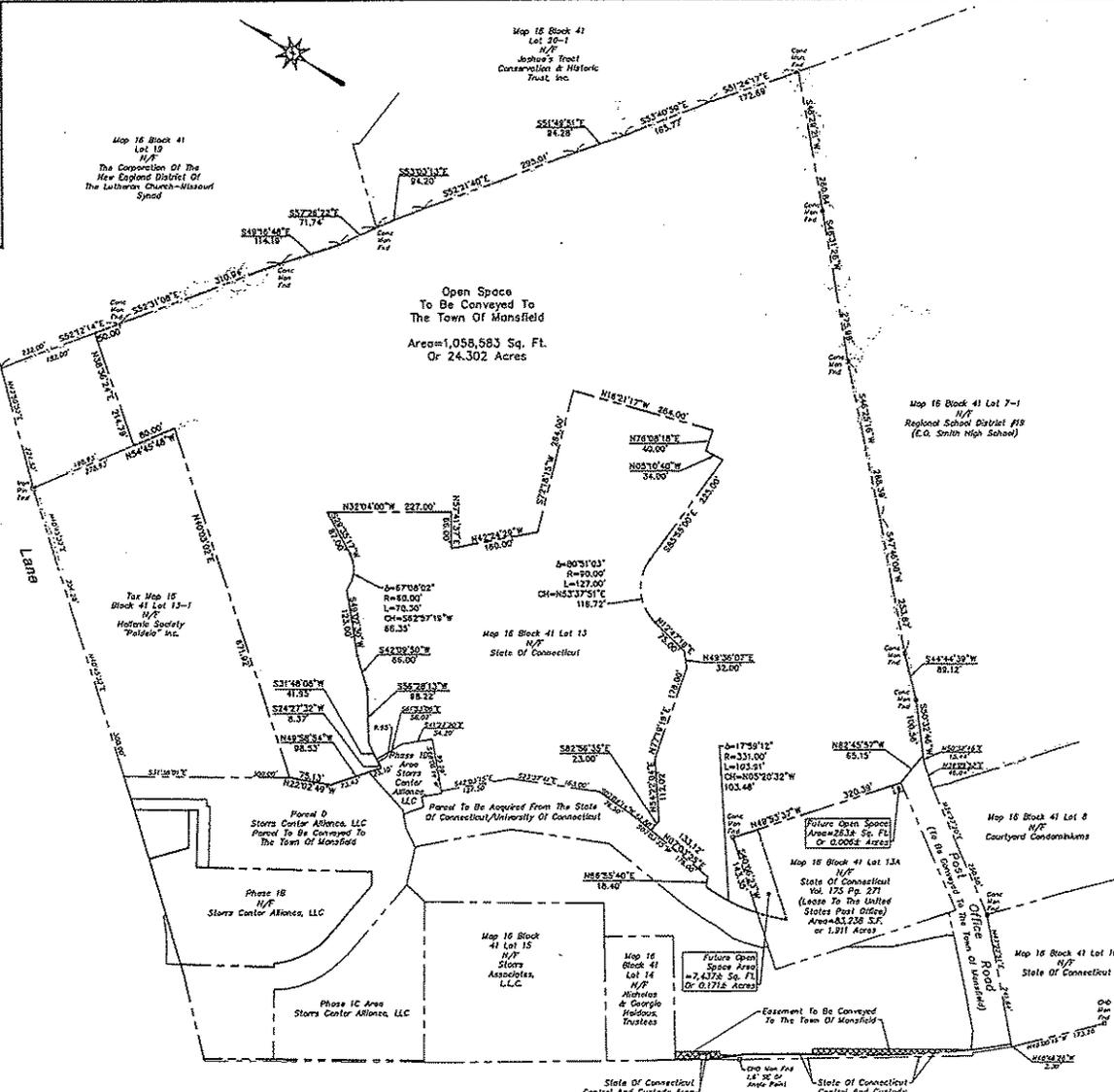
Thence running along the northerly line of said land of Regional School District #19 (E.O. Smith High School) (Map 16, Block 41, Lot 7-1) the following six (6) courses and distances:

- (1) South 48°-29'-21" West a distance of 260.84 feet to a concrete monument found,
- (2) South 48°-31'-26" West a distance of 275.98 feet to a concrete monument found,
- (3) South 46°-25'-16" West a distance of 288.39 feet to a point,
- (4) South 47°-46'-08" West a distance of 253.87 feet to a concrete monument found,
- (5) South 44°-44'-39" West a distance of 89.12 feet to a concrete monument found,  
South 50°-32'-46" West a distance of 100.56 feet to the **True** point and place of beginning.

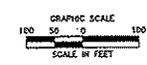
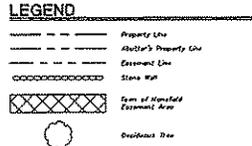
For a more particular description of the above described land, reference is made to a map to be filled in the Mansfield Town Clerk's Office entitled "Property Survey Town of Mansfield Open Space Storrs Center Storrs Road & Dog Lane Mansfield, Connecticut" Scale 1"=100' Dated 07/08/2011 Revised 04/04/2012 Sheet No. BS-4 prepared by BL Companies, Meriden, Connecticut.



LOCATION MAP  
NOT TO SCALE



Open Space  
To Be Conveyed To  
The Town Of Mansfield  
Area=1,058,583 Sq. Ft.  
Or 24.302 Acres



Storrs Road (Route 195)

GENERAL NOTES

- 1. THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REQUIREMENTS OF CONNECTICUT STATUTES, SECTIONS 36-306a-1 THROUGH 36-306a-10 AND THE 'STANDARDS FOR SURVEYS AND MAPS' BY THE STATE OF CONNECTICUT, AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 21, 1984.
2. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS A-2.
3. EXISTING BOUNDARY INFORMATION IS BASED UPON REPUTEDLY ACCURATE ADJACENT PROPERTY RECORDS AND FIELD SURVEY FROM AN ORIGINAL SURVEY.
4. THE TYPE OF SURVEY PERFORMED IS A PROPERTY SURVEY AND IS INTENDED TO DEFINE THE OPEN SPACE PARCELS WITH RESPECT TO HORIZONTAL POSITION, DIMENSIONS, AND BOUNDARIES.
5. NORTH ARROWS AND BEARINGS REFER TO NAD 83.

MAP REFERENCES

- A. 'CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP' TOWN OF MANSFIELD WILLIAMSVILLE - STORRS ROAD FROM THE CENTERLINE - PROVISIONAL FROM SURVEYOR ADRIAN HILSON FIELD ROUTE NO. 195 SCALE 1"=40' DATE OCT. 24, 1951 REVISED OCTOBER 8, 1970 HANSON SHEET #1 OF A.
B. 'CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP' TOWN OF MANSFIELD WILLIAMSVILLE - STORRS ROAD FROM THE FIRST BAPTIST CHURCH INTERSECTION ABOUT 8,200 FEET ROUTE NO. 195 SCALE 1"=40' DATE JUNE 25, 1953 REVISED JAN. 4, 1955 HANSON 77-00 SHEET #1 OF 2 AND 3 OF A.
C. 'PLAN OF LAND STATE OF CONNECTICUT CONNECTICUT UNIVERSITY COMMERCIAL, INC. STORRS, CONN.' JUNE 1948 SCALE 1"=40' ET.
D. 'MAP SHOWING PROPERTY TO BE CONVEYED BY THE UNIVERSITY OF CONNECTICUT - STATE OF CONNECTICUT TO - THE CONNECTICUT THEATRICAL CORPORATION ON EASTERN SIDE OF CONN. YORK ROUTE 145 IN STORRS, TOWN OF MANSFIELD, CONNECTICUT SURVEYED NOV 1952 SCALE: 1"=40' FEET PREPARED BY THOMAS DANIELSON L.L.
E. 'MAP SHOWING A TRACT OF LAND OF THE WELLS AGENCY, INC. THAT IS TO BE TRANSFERRED TO THE STATE OF CONNECTICUT UPON WHICH A PROPOSED BUILDING IS TO BE CONSTRUCTED FOR THE USE OF THE FEDERAL SERVICE BOTH TRACTS ARE SITUATED EASTWEST OF HIGHWAY ROUTE 195 AND JOSE IN STORRS, AND WITHIN THE TOWN OF MANSFIELD, COUNTY OF TOLLAND, AND STATE OF CONNECTICUT SURVEYED DECEMBER 1952 SCALE: 1"=40' FEET PREP BY THOMAS DANIELSON L.L.
F. 'CORRIDORS AS STORRS SITE PLAN PREPARED FOR COURTHOUSE ASSOCIATES, INC. STORRS, CONNECTICUT SCALE 1"=40' DATE JANUARY 13, 1988 PREPARED BY DAVID DODDGE & S. J. BURTON, MANSFIELD, CT.
G. 'PARCEL TO BE CONVEYED TO THE HOLDING SOCIETY 'PARSONS', INC. 500 LONG HANOVER ROAD, DANBURY PLANT SCALE: 1"=40' DATE 3-27-1980 REV. THROUGH 5-17-1985 PREPARED BY MEDIAN ASSOCIATES, MANSFIELD, CT.
H. 'BOUNDARY SURVEY PROPERTY OF MEL F. & SHEILA A. CLARK HANCO HILL ROAD & PARKWAY ROAD MANSFIELD, CONNECTICUT SCALE: 1"=40' FEET DECEMBER 5, 1995 PREPARED BY D. LULLY AND ASSOCIATES, INC., WINDSOR, CT.
I. 'PROPOSED DIVISION OF LAND ON PROPERTY OF THEMA A. SWETTEN FOR CONVEYANCE TO JOSEPH A. TRACY CORPORATION AND TRUSTEE TRUST IN DOG LANE MANSFIELD, CONNECTICUT DATE 10/17/1995 SCALE: 1"=40' FEET PREPARED BY J.C. EDWARDS ASSOCIATES INC., WINDSOR, CONNECTICUT.
J. 'RIGHT OF WAY SURVEY, TOWN OF MANSFIELD, MAP SHOWING CLOSURE AND CONTROL TRANSFERRED FROM UNIVERSITY OF CONNECTICUT TO THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, TOWN NO. 17 FROM NO. 223 SERIAL NO. 3, SHEET 1 OF 2 AND 2 OF 2 SCALE: 1"=40' DATE MAY 2011, PREPARED BY SA. EDWARDS.



STORRS CENTER  
STORRS ROAD & DOG LANE  
MANSFIELD, CONNECTICUT

Table with columns for Surveyed, Drawn, Checked, Approved, Date, and Scale, listing the surveyor's name and dates.

PROPERTY SURVEY TOWN OF MANSFIELD OPEN SPACE

BS-4

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.
JONATHAN WARRS L.L. 8/19/23
NO CERTIFICATION IS EXPRESSED OR IMPLIED UNLESS THIS MAP BEARS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE ABOVE NAMED LAND SURVEYOR.

Record and return to:  
The Town of Mansfield, Connecticut  
Town Manager's Office  
4 South Eagleville Road  
Storrs Mansfield, CT 06268

## RESERVATION OF CONSERVATION RESTRICTION

**THIS CONSERVATION RESTRICTION** is created, reserved and retained by **The University of Connecticut**, a constituent unit of the Connecticut State System of Public Higher Education with offices at 352 Mansfield Road, Gulley Hall, 3<sup>rd</sup> Floor, U-2072, Storrs, Connecticut 06269 (hereinafter referred to as "**UCONN**").

### PREAMBLE

**WHEREAS**, UCONN is the owner in fee simple of a parcel of real property located on the southerly side of Dog Lane and the easterly side of Route 195 in the Town of Mansfield, Connecticut totaling 24.2 acres, more or less, and shown on a map entitled "Property Survey Town of Mansfield Open Space Storrs Center Storrs Road & Dog Lane Mansfield, Connecticut" Scale 1"=100' Dated 07/08/2011 Revised 04/04/2012 Sheet No. BS-4 prepared by BL Companies, Meriden, Connecticut (herein, the "Map"), which map is to be filed in the Town Clerk's Office of the Town of Mansfield which map was filed on \_\_\_\_\_, 2012 in Map Volume \_\_\_\_, Page \_\_\_\_ of the Mansfield Land Records, more particularly described on **Exhibit 1**, attached hereto and incorporated herein by reference (hereinafter referred to as the "**Protected Property**"); and

**WHEREAS**, UCONN desires to ensure the availability of the Protected Property for use as open space by the Town of Mansfield, Connecticut (hereinafter referred to as the "**Town**"); and

**WHEREAS**, in furtherance of its desire to have the Protected Property utilized as part of the Town's open space, UCONN is transferring the Protected Property to the Town by Quitclaim Deed, to be recorded on the same date as but after the recordation of this Reservation; and

**WHEREAS**, the 2006 Final Municipal Development Plan for Storrs Center states at page 90 that the Protected Property will be "reserved for conservation as part of an effort to establish an environmentally balanced and intelligent approach to the use of the land" on which Storrs Center will be established; and

**WHEREAS**, the 2006 Final Municipal Development Plan for Storrs Center states at page 91 that the Protected Property "will be an asset to the human experience in the developed area [of Storrs Center] and a constant reminder of the landscape that is characteristic of this area of Connecticut"; and

**WHEREAS**, the Protected Property is identified in Section 2.1.5 of the Storrs Center Special Design District Design Guidelines dated July 18, 2007 as "Conservation Area"; and

**WHEREAS**, the Protected Property provides general aesthetic and scenic enjoyment by and specific outdoor recreational and educational benefits to members of the general public using the area; and

**WHEREAS**, The Town conducts a conservation program which includes conservation of natural resources and promotion of outdoor activities beneficial to the people of the State of Connecticut; and

**WHEREAS**, the Protected Property possesses ecological, scientific, educational, aesthetic, agricultural, historic and/or recreational values which are important to UCONN, the people of the Town and the people of the State of Connecticut; and

**WHEREAS**, it is the Town's and UCONN's goal and objective to protect the above recited conservation values of the Protected Property in perpetuity while permitting the Town's ownership and use of the Protected Property as part of its conservation program; and

**WHEREAS**, UCONN agrees that the Town's goals and objectives are consistent with the Purpose, as defined below, of this Conservation Restriction.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein and pursuant to Section 47 - 42a through 47 - 42d of the Connecticut General Statutes, UCONN hereby reserves unto itself and its successors and permitted assigns a perpetual Conservation Restriction (the "**Conservation Restriction**") over the Protected Property of the nature, character, and extent hereinafter set forth. UCONN hereby declares that the Protected Property shall be held, transferred, sold, conveyed, used, and occupied subject to the terms, covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with and burden the Protected Property in perpetuity as a charitable use as meant by §47-2 of the Connecticut General Statutes.

## **PURPOSE**

**1.0 Purpose.** It is the purpose ("**Purpose**") of this Conservation Restriction to: (i) ensure that the Protected Property will be forever retained and allowed to evolve in a forested condition; (ii) fulfill the conservation purposes of the Storrs Center project, (iii) protect the watershed and aquatic quality of the Fenton River, (iv) restrict or prohibit activities that will impair or interfere with the open space values of the Protected Property recited above, (v) protect plants, animals, and natural ecological communities of environmental concern; and (vi) allow for continued public ownership and management of the Protected Property as permitted in **Paragraph 4** below, all as more particularly set forth in the Preamble to this Conservation Restriction. It is the dominant charitable intent of UCONN in reserving this Conservation Restriction that the Protected Property be maintained in a forested state that provides, among other features, wildlife habitat and watershed protection for the Fenton River and that it remain

available for public access consistent with the uses permitted herein. UCONN intends, and the Town accepts, that this Conservation Restriction will limit the use of the Protected Property to activities that are consistent with the foregoing Purpose of this Conservation Restriction, subject to the provisions of this Reservation, including without limitation **paragraph 2.3** below.

## RIGHTS OF UCONN

**2.0 Affirmative Rights of UCONN.** Subject to the provisions of **paragraph 2.1**, UCONN hereby reserves the following rights, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to UCONN:

- (a) to prevent Town or third persons (whether or not claiming by, through, or under Town) from conducting any activity on or use of the Protected Property that is inconsistent with the Purpose of this Conservation Restriction and to require Town or third persons to restore such areas or features of the Protected Property that may be damaged by any inconsistent activity or use in violation of this Conservation Restriction;
- (b) to enter upon the Protected Property at reasonable times and in a reasonable manner in order to monitor Town's compliance with and otherwise enforce the terms of this Conservation Restriction, including but not limited to any inspection rights related to required notices for permitted practices as set forth in **paragraphs 4 and 9** hereof, provided that such entry shall be upon prior reasonable notice to Town, and that UCONN, in the exercise of its monitoring rights, shall not unreasonably interfere with Town's use and quiet enjoyment of the Protected Property as restricted by this Conservation Restriction;
- (c) to enforce this Conservation Restriction in the case of breaches by Town or by third persons (whether or not claiming by, through, or under Town) by appropriate legal proceedings;
- (d) to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring removal of offending structures, vegetation, and other restoration of the Protected Property to the condition that existed prior to any such violation (it being agreed that UCONN will have no adequate remedy at law);
- (e) with the prior written consent of Town, making scientific and educational observations and studies and taking samples in such a manner that will not disturb the use and quiet enjoyment of the Protected Property by Town; and

The Town acknowledges and agrees that no showing of irreparable harm or the insufficiency of monetary damages need be proven in order to obtain injunctive relief to enforce the terms hereof and that no bond need be posted.

## **2.1 UCONN's Remedies.**

(a) In the event that UCONN becomes aware of a violation of the terms of this Conservation Restriction, UCONN shall give written notice to Town and request corrective action sufficient to abate such violation and restore the Protected Property to a condition substantially similar to that which existed prior thereto. Failure by Town to: (i) discontinue or cure such violation within the time period reasonably specified in such notice; (ii) promptly begin good faith efforts to discontinue, abate, or cure such violation where completion of such action cannot be reasonably accomplished within the specified time period and to diligently continue such efforts until completion; or (iii) initiate and continue such other corrective action as may be reasonably requested by UCONN, shall entitle UCONN to the extent permitted by law, to:

- bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Restriction,
- require the restoration of the Protected Property to a condition substantially similar to that which existed prior thereto,
- enjoin any noncompliance by temporary or permanent injunction, and
- recover any damages arising from such violation or noncompliance.

(b) If UCONN, in its sole discretion, reasonably exercised, determines that emergency circumstances require immediate action to prevent or mitigate significant damage to the conservation values protected by this Conservation Restriction, UCONN may pursue its remedies under this **paragraph 2.1** without prior notice to Town as required in **subparagraph 2.1(a)** above or without waiting for the period for cure to expire. In such event, UCONN shall provide Town with immediate prior written notice of any such emergency circumstances requiring urgent action and all actions proposed to be or taken by it pursuant to this **subparagraph 2.1(b)**.

(c) The rights and remedies granted to UCONN in this Conservation Restriction are cumulative and not exclusive or in derogation of any rights or remedies provided by law of otherwise.

**2.2 Forbearance Not a Waiver.** Any forbearance by UCONN in the exercise of its rights under this Conservation Restriction or its rights arising from breach of any term hereof shall not be deemed or construed to be a waiver by UCONN of such term or of any subsequent breach of the same or any other term of this Conservation Restriction or of any of UCONN's rights hereunder. No delay or omission by UCONN in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

**2.3 Acts Beyond Town's Control.** Nothing contained in this Conservation Restriction shall be construed to entitle UCONN to bring any action against Town for any injury to or change in the Protected Property resulting from causes beyond Town's control, including, without limitation, acts of God, force majeure, acts of government authorities other than the Town (including but not limited to local fire districts), acts of trespassers or the unauthorized wrongful acts of third persons, fire, flood, storm, and earth movement, natural disease, or from any prudent action taken by Town under emergency conditions to prevent, abate, or mitigate injury to the Protected Property resulting from such causes. Notwithstanding the foregoing, nothing contained herein shall limit or preclude Town's and UCONN's rights to pursue any third party for damages

to the Protected Property from vandalism, trespass, or any other violation of the terms of this Conservation Restriction.

**2.4 Costs.** Town agrees to reimburse UCONN for all reasonable costs of suit, including reasonable attorneys' fees, incurred by UCONN in enforcing this Conservation Restriction against the Town, or in taking reasonable measures to remedy or abate any violation hereof by Town, provided that such violation of this Conservation Restriction is acknowledged by Town or determined to have occurred by an arbitrator or court of competent jurisdiction, as the case may be.

## **PROHIBITED USES**

**3.0 In General.** The prohibited uses and reserved rights for the Protected Property are based on (i) Town's and UCONN's evaluation of the aquatic, open space, and conservation values of the Protected Property, and (ii) UCONN's goals and objectives of continuing limited use and management of the Protected Property while ensuring that the Purpose of this Conservation Restriction is protected in perpetuity. There shall be no use of the Protected Property involving activities inconsistent with or adversely impacting the Purpose of this Conservation Restriction.

**3.1 Prohibited Division.** Any division of the Protected Property or title to the Protected Property, whether by lease, subdivision, division, cooperative ownership, condominium ownership, grant of easement other than for the uses or activities permitted hereinbelow or other form of common ownership that allows separate control and management of different areas of the Protected Property is hereby prohibited.

**3.2 Prohibited Uses on the Protected Property.** On the Protected Property:

(a) There shall be no activity on or use of the Protected Property that violates or is inconsistent with the terms, restrictions, conditions, or Purposes of this Conservation Restriction.

(b) With the exception of walking trail amenities and minor wood structures such as small, trail bridges and viewing platforms for educational use, there shall be no construction or placement of any above or below ground structure, including by way of illustration and not limitation, building, tennis or other recreational court, mobile home, swimming pool, fence, or sign (other than those required by UCONN for appropriate land management), asphalt or concrete pavement, billboard or other advertising display, antenna, satellite dish, utility pole, tower (including, without limitation, cell phone antenna towers), conduit, line, sodium vapor or other light, or any other temporary or permanent structure or physical improvement.

(c) With the exception of the storm water discharge and renovation facilities, such as swales and bio-basins, for the Storrs Center project permitted by the United States Army Corps of Engineers, there shall be no ditching, draining,

diking, filling, excavating, dredging, mining, drilling, removal of topsoil, sand, gravel, rock, minerals, or other materials, building of new roads, or change in the topography of the land through placing, moving, or removing soil or other substance or materials.

(d) There shall be no removal, destruction, cutting, or pruning of trees, shrubs or other plants, except as to carry out permitted activities.

(e) There shall be no use of fertilizers, pesticides or biocides, including, but not limited to insecticides, fungicides, rodenticides, and herbicides, and no use of devices that lure insect species without discrimination for the purpose of killing them.

(f) There shall be no storage, placing, filling, or dumping of ashes, trash, garbage, vehicles or vehicle parts, debris, junk, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks.

(g) There shall be no activities resulting in pollution or sedimentation of surface water, wetlands, natural watercourses, lakes, ponds, marshes, or any other water bodies, and there shall be no activities which will alter or have an adverse impact on water purity or the natural functioning of streams, wetlands or watercourses or water levels and/or flow.

(h) There shall be no operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of land-based motorized vehicles.

(i) There shall be no planting of species known to have invasive characteristics which are identified on the Connecticut Invasive Plants Council's "Connecticut Invasive Plants List" or on any replacement list published by or under the auspices of the Town or the State of Connecticut.

(j) There shall be no hunting or trapping, no grazing of domestic animals, and no introduction of non-native animals.

(k) There shall be no disturbance or change of natural habitat in any manner, except as to carry out permitted activities.

(l) There shall be no destruction or removal of stone walls or other historic features except as to carry out permitted activities.

(m) There shall be no commercial or industrial activity allowed on the Protected Property.

(n) There shall be no removal or disturbance of the iron pins, boundary markers, monuments or any other field identification of the Protected Property boundaries.

The Protected Property or any portion thereof shall not be included as part of the gross area of any other property not subject to this Conservation Restriction for the purposes of determining density, lot area, lot coverage, lot frontage or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. Any development rights which have been encumbered, transferred or extinguished by this Conservation Restriction shall not be transferred to any other property pursuant to a transferable development rights plan, cluster development arrangement, or otherwise.

Any other use of the Protected Property which would be inconsistent with or have an adverse impact upon the Purpose of this Conservation Restriction or other significant conservation interests is prohibited, unless such use or activity is deemed necessary by the Town and UCONN for the protection of the Purpose of this Conservation Restriction, in which case such use or activity shall be subject to notice to and approval of UCONN as provided in **paragraph 7.3** hereof.

## **ACTIVITIES PERMITTED ON THE PROTECTED PROPERTY**

### **4.0 Permitted Activities.**

**4.1** The prohibited uses of **paragraph 3** notwithstanding, the following uses and activities of or by Town and Town's guests, invitees, agents, and representatives shall be permitted as set forth below. Nothing in this paragraph 4 may be construed to authorize any action that would be a violation of this Conservation Restriction .

- (a) The right to engage in all acts or uses not expressly prohibited herein-that are not inconsistent with the protection of the Purpose of this Conservation Restriction.
- (b) The right to engage in outdoor recreational activities that do not involve motorized vehicles. There shall be no access for horseback riding by the general public, or equestrian use of any intensity that would be inconsistent with the primary purpose of providing a sanctuary for wildlife on the Protected Property.
- (c) The right to construct, create, maintain, repair, and replace the paths, trails, and stone walls for the activities permitted hereunder. The Town shall comply with Section 4.9 of the Storrs Center Special Design District Design Guidelines dated July 18, 2007, entitled "Trails and Paths" in doing so.
- (d) The right to place signs identifying the Protected Property and post all or any portion of the Protected Property against trespass, hunting, fishing, or trapping or other unauthorized use by others, to exercise all legal rights available to Town to prevent such activity, and to protect its interests in the Protected Property.

- (e) The right to temporarily erect and maintain fences to exclude deer and other animals from areas of the Protected Property for the purpose of protecting the forest understory from browsing and increasing the diversity of species of flora and fauna.
- (f) The right to conduct archeological investigations; provided, however, that all such activity shall be undertaken under the supervision of a qualified archeologist and in a manner that prevents erosion and sedimentation of the Protected Property.
- (g) As reasonably necessary in connection with permitted uses, management, and protection of the Protected Property only, the right to bring on the Protected Property and operate automobiles, light trucks, off-road and all-terrain vehicles (but not snowmobiles or motorcycles), forestry equipment, emergency and rescue vehicles, maintenance equipment, materials, supplies, and other equipment. Notwithstanding the foregoing, the right to use all terrain vehicles and other off-road vehicles shall not be construed to include their use for recreational purposes, as distinguished from oversight and management of the Protected Property or the reasonable exercise of the activities permitted to Town hereunder.
- (h) The right to remove or control animal and plant species with invasive characteristics or which are a threat to the health of humans or native animals or plant species, including the use of herbicides in accordance with law. In addition, the right to treat non-native insects, fungi, parasites, and other organisms that attack native species or threaten the diversity and health of the forest or other natural ecological communities on or adjacent to the Protected Property. The use of fungicides, insecticides, rodenticides, biological agents, and pesticides for such purposes shall be undertaken in a manner reasonably designed to control the identified threat with the least possible damage to other species; for example, by use of the narrowest spectrum, least persistent material appropriate for the target species and subject to all applicable laws and regulations.
- (i) The right to pile, compost or burn vegetative, forest and other waste and debris resulting from activities and uses permitted on the Protected Property by this Conservation Restriction, but not within 25 feet of any wetland or watercourse.
- (j) The right to temporarily close the Protected Property to recreational use on a temporary basis when necessary for public safety, weather events, or emergencies.
- (k) The right to monitor and manage the Protected Property for rare and endangered species.

#### **4.2 Definitions.**

(a) “**Commercial**” means the purchase and sale or exchange of goods and commodities, other than de minimus amounts that bear no rational relationship to for profit activities, arising from activities permitted to Town in this Conservation Restriction.

(b) “**Invasive characteristics**” means when used in the context of plants, grasses, forbs, shrubs and trees means: (i) non native or introduced species of flora or fauna exhibiting aggressive growth characteristics that threaten or exclude native species of flora or fauna, and (ii) native species of flora or fauna exhibiting aggressive growth characteristics that threaten or limit natural biological diversity or important natural communities on or abutting the Protected Property.

## OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

**6.0 Costs, Liabilities, and Taxes.** The Town shall have all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Protected Property, including the maintenance of any general liability insurance coverage it desires and the timely payment of any taxes (if any), assessments, fees, and charges (hereinafter collectively referred to as "taxes") assessed on the Town's interest in the Protected Property. The Town shall keep the Protected Property free from all liens and encumbrances arising after the date hereof, which would interfere with the priority of this Conservation Restriction. Nothing contained herein shall require payment of such taxes when payment is contested by the Town in good faith in accordance with law.

**6.1 Hazardous Material.** The Town shall hold harmless, indemnify, and defend UCONN and UCONN's officers, employees, agents, and contractors and the successors, and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with the presence or release of any hazardous material or substance of any kind on the Protected Property as of the date hereof. This **paragraph 6.1** shall not apply in the case of any hazardous material or substance in any manner placed on the Protected Property by UCONN or UCONN's representatives or agents or in connection with unauthorized acts of third parties.

**6.2 Indemnification.** The Town shall hold harmless, indemnify and defend UCONN, its employees, officers, members, and directors and UCONN's successors and assigns from any and all liabilities, injuries, losses, damages, judgments, costs, expenses of every kind, including reasonable attorney's fees, which UCONN may suffer or incur which arise out of the negligent act or omission of the Town, its employees, authorized representatives, agents, or invitees on the Protected Property.

**6.3 Claims Against the State.** Nothing contained herein is intended to constitute a waiver of sovereign immunity by UCONN. The Town agrees that the sole cost and exclusive means for the presentation of any claim arising from this Restriction shall be in accordance with Chapter 53 of the Connecticut General Statutes.

## NOTICE AND APPROVAL

### **7.0 Breach; Approval by UCONN; Notice to UCONN.**

**7.1 Breach.** Notwithstanding any other provision of this Conservation Restriction, failure to secure such approval or give notice of an activity requiring notice hereunder shall be a material breach of this Conservation Restriction and shall entitle UCONN to such rights or remedies as may be available under **paragraph 2**.

**7.2 Requests for Approval.** When UCONN receives a request for its approval pursuant to this Conservation Restriction, it shall respond, in writing, within forty-five (45) days

beginning on the date of receipt of the other party's written request therefore; provided, however, in the event that UCONN notifies the Town in writing that additional relevant information is required in order for it to make an informed decision about the impact of the proposed activity, the time period for response shall be extended by an additional fifteen (15) business days. UCONN shall evaluate the notice and request in accordance with good faith exercise of scientific judgment and the Purpose of this Conservation Restriction. In the event UCONN withholds approval, it shall notify the Town in writing with reasonable specificity of its reasons for withholding approval and the conditions, if any are known to it, on which approval might otherwise be given. Failure of UCONN to respond to a request of the Town in writing within such time period shall be deemed to constitute written approval by UCONN of any request submitted for approval that is not inconsistent with the Purpose of this Conservation Restriction. UCONN shall not approve any proposed change or activity that would be inconsistent with the Purpose of this Conservation Restriction.

**7.3 Discretionary Consent.** Recognizing that the ecological state of the region will change over time, that scientific knowledge, best management practices, and facts and circumstances will change, UCONN's consent for activities otherwise restricted or prohibited or for which no provision is made in **paragraph 4** hereof may be given if UCONN determines, in UCONN's discretion, that due to: (i) disease, fire, storm or other natural disaster, (ii) changes in scientific knowledge, technology, or good land management practices, or (iii) changes in the ecological condition of the surrounding watershed or ecological system, such activities further and are consistent with the Purpose of this Conservation Restriction. In addition, UCONN may, at its discretion, grant approval for activities that have not been foreseen or contemplated by the parties that further and are consistent with the Purpose of this Conservation Restriction. UCONN shall not approve any proposed activity that would be inconsistent with the Purpose of this Conservation Restriction or allow additional development rights to accrue to the benefit of the Protected Property.

**7.4 Compliance.** Within thirty (30) days of the written request of the Town, UCONN shall execute and deliver to the Town a written document, in the form of an estoppel or compliance certificate, certifying, to the best of UCONN's knowledge, the Town's compliance with its obligations of the Town contained in this Conservation Restriction.

#### **ASSIGNMENT BY HOLDER; TRANSFERS BY THE TOWN**

**8.0 Limitations on Assignment by UCONN.** The benefits of this Conservation Restriction shall be in gross and shall not be assigned by UCONN, except (i) if as a condition of any assignment, the Purpose of this Conservation Restriction continues to be carried out in perpetuity, and (ii) if the assignee, at the time of assignment, qualifies as a publicly supported, qualified conservation organization under Section 170(h) of the Code and the laws of the State of Connecticut as an eligible donee to receive this Conservation Restriction directly.

**9.0 Transfers by the Town.** The Town agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which the Town transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The Town further agrees to give written notice to UCONN of the proposed transfer of

any such interest at least twenty (20) days prior to the date of such transfer. The failure of the Town to perform any act required by this paragraph shall not impair the validity of this Conservation Restriction or limit its enforceability in any way.

### **AMENDMENT; EXTINGUISHMENT**

**10.0 Limitations on Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, the Town and UCONN may, by mutual written agreement, jointly amend this Conservation Restriction. Any such amendment shall be consistent with the Purpose of this Conservation Restriction, shall not affect its perpetual duration as a charitable use under Title 47, Section 2 and Title 47, Sections 42a - 42d of the Connecticut General Statutes. Any such amendment shall be executed by UCONN or by UCONN's successor in title to the benefits of this Conservation Restriction and by the record owner or owners of the Protected Property and shall be filed on the appropriate public land records. The parties hereto agree to consider any request for amendment or modification in good faith, provided nothing in this paragraph shall require Town or UCONN to agree to any particular amendment or modification that is inconsistent with the Purpose of this Conservation Restriction.

**11.0 Limitations on Extinguishment.** If circumstances arise in the future that render the Purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction may only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and after the satisfaction of prior claims and net of any costs or expenses associated with such sale, the Town shall be entitled to all proceeds from such sale.

**11.1 Condemnation.** If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or is otherwise acquired by such authority through a purchase in lieu of a taking, UCONN shall join in appropriate proceedings at the time of such taking to recover the full value of the Protected Property. UCONN shall be entitled to compensation from the balance of the recovered proceeds.

### **GENERAL PROVISIONS**

**12.1 Reasonableness Standard.** The Town and UCONN shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Conservation Restriction in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end without, in each case, unreasonably delay or the imposition of unreasonable conditions.

**12.2 Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed to benefit the

charitable, conservation Purpose of this Conservation Restriction. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Restriction that would render the provision valid and perpetually enforceable shall be favored over any interpretation that would render it invalid.

**12.3 Charitable Purpose.** The Town and UCONN acknowledge that this reservation of a Conservation Restriction is intended to and does result in a public benefit and a perpetual, public charitable use enforceable in accordance with the laws of the State of Connecticut.

**12.4 Controlling Law.** The interpretation and performance of this Conservation Restriction shall be governed by the laws of the State of Connecticut.

**12.5 Severance.** If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction and their application to other persons and circumstances shall not be affected thereby.

**12.6 Entire Agreement.** This instrument and the Exhibits attached hereto set forth the entire agreement of the parties with respect to the Conservation Restriction and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with **paragraph 10**.

**12.7 Successors.** The covenants, terms, conditions, and restrictions of this Conservation Restriction shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Protected Property, provided that no person shall be responsible for violations that occur on the Protected Property land after that person ceases to be an owner or have any interest therein and further provided nothing contained herein shall be construed or interpreted to create any liability or cause liability to be incurred by a mortgagee of the Protected Property for any violation of this Conservation Restriction, except as the result of the knowing and willful act or omission of such mortgagee.

**12.8 Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, or receipted delivery service or acknowledged facsimile transmission, addressed as follows:

To the Town:           The Town of Mansfield  
Town Manager's Office  
4 South Eagleville Road  
Storrs Mansfield, CT 06268  
Attn: Matthew Hart, Town Manager  
Telephone: (860) 429-3336

To UCONN:           The University of Connecticut

Office of Real Estate and Risk Management  
31 LeDoyt Road, Unit 3094  
Storrs, CT 06269-3094  
Telephone: (860) 486-3396

With copies at the same time to:

Attorney General  
343 Mansfield Road, Unit 2177  
Storrs, CT 06269-1177  
Telephone: (860) 486-4241

or to such other address as any of the above parties from time to time shall designate by written notice to the others. If no address has been designated, notice shall be provided to the address shown for the Town or UCONN on the Assessor's records of the Town of Mansfield.

**12.9 Effective Date.** The Town and UCONN intend that the restrictions arising hereunder take effect on the day and year this Conservation Restriction is recorded in the Land Records of the Town of Mansfield, Connecticut, after all required signatures have been affixed hereto. UCONN may re-record this instrument at any time as may be required to preserve its rights in this Conservation Restriction.

**12.10 Counterparts.** This Conservation Restriction may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

**[Remainder of this Page Intentionally Left Blank – Signature Pages Follow.]**



Witnessed by:

Witness

\_\_\_\_\_  
Witness

ACCEPTED: TOWN OF MANSFIELD

By: \_\_\_\_\_

Matthew W. Hart,  
its Town Manager  
Duly Authorized

STATE OF CONNECTICUT )

) ss: Mansfield

COUNTY OF TOLLAND )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me the undersigned officer, personally appeared MATTHEW W. HART, who acknowledged herself to be the Town Manager of The Town of Mansfield, signer of the foregoing instrument, and that he as such officer, being authorized so to do, acknowledged the execution of the same to be his free act and deed as such officer and the free act and deed of said The University of Connecticut.

IN WITNESS WHEREOF, I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

## EXHIBIT 1

All of that tract or parcel of land, situated in the Town of Mansfield, County of Tolland and State of Connecticut, containing a total of \_\_\_\_\_ square feet or \_\_\_\_\_ acres and more particularly bounded and described as follows, and shown on the map hereinafter referred to:

### INSERT LEGAL DESCRIPTION

For a more particular description of the above described land, reference is made to a map to be filed in the Mansfield Town Clerk's Office entitled as "Open Space to be Conveyed to the Town of Mansfield" on a map entitled "Property Survey, Town of Mansfield Open Space," Scale 1"=100', Revised 04/04/2012, Sheet No. BS-4, prepared by BL Companies, Meriden, Connecticut.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Elizabeth Paterson, Mayor *Elizabeth Paterson*  
**CC:** Matt Hart, Town Manager  
**Date:** April 9, 2012  
**Re:** Compensation for Town Manager

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**Subject Matter/Background**

As you know, we have recently completed the Town Manager's performance review for the previous year (July 1, 2010 – June 30, 2011). The Council has favorably evaluated the Town Manager's performance for this rating period.

During the review process, we discussed a wage increase for the Town Manager, consisting of a 1.5% percent increase in his annual compensation retroactive to July 1, 2011, and an additional 1.5% retroactive to January 1, 2012. The 1.5%/1.5% split increase represents a 3.02% increase for the fiscal year and is consistent with what was awarded to nonunion personnel. In addition, the Town Manager is contributing 15% of premium (\$2,451.93 per year) for participation in the PPO health insurance plan, consistent with that paid by nonunion employees.

**Financial Impact**

If the wage increase is approved, the Town Manager's annual salary would increase from \$131,708.43 to \$135,691.29.

**Recommendation**

The following motion is suggested:

*Move, to increase the Town Manager's annual salary by 1.5% retroactive to July 1, 2011 and by an additional 1.5% retroactive to January 1, 2012, for an annual salary of \$135,691.29 as of January 1, 2012.*

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant to the Town Manager; Mary Stanton, Town Clerk  
**Date:** April 9, 2012  
**Re:** Historic Documents Preservation Grant

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**Subject Matter/Background**

Attached please find an application in the amount of \$6,500.00 to the State's Historic Documents Preservation Grant Program. As explained in the application, the grant funds would be used to restore early Town Meeting and Land Records and to hire Peter Bartucca of Document Management Consultants to assist with the continued implementation of the records management plan for the town.

The state funds the grant program via a specific \$3.00 filing fee charged with the filing of land records, in which the town retains \$1.00 and remits the \$2.00 balance to the state. The State Library's Office of the Public Records Administrator oversees the fund and coordinates the grant program for Connecticut municipalities.

**Financial Impact**

The grant program does not require a local "match" or contribution from the Town.

**Recommendation**

Staff recommends that the Council authorize the Town Manager to submit the grant application on behalf of the town. If the Town Council supports this recommendation, the following resolution is in order:

*Resolved, that Matthew W. Hart, Mansfield Town Manager, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant.*

**Attachments**

- 1) Proposed Grant Application

**APPLICATION**  
**TARGETED GRANT FY 2013**  
 Historic Documents Preservation Program  
 Connecticut Municipalities  
 GP-001 (rev. 12/11)



STATE OF CONNECTICUT  
 Connecticut State Library  
 PUBLIC RECORDS ADMINISTRATOR  
 231 Capitol Ave., Hartford, CT 06106

*This form may be completed and printed for submission at [www.cslib.org/publicrecords/histdoc/grantforms.htm](http://www.cslib.org/publicrecords/histdoc/grantforms.htm).*

Name of Municipality:	<b>Town of Mansfield</b>		
Name of Municipal CEO:	<b>Matthew W. Hart</b>	Title:	<b>Town Manager</b>
Phone with Area Code:	860-429-3306	FAX:	860-429-6863
Email:	hartmw@mansfieldct.org		
Name of Town Clerk:	<b>Mary Stanton</b>	Title:	<b>Town Clerk</b>
Phone with Area Code:	860-429-3302	FAX:	860-429-7785
Email:	stantonml@mansfieldct.org	Check if Designated Applicant:	<input type="checkbox"/>
TC Mailing Address:	4 South Eagleville Road, Mansfield, CT 06268		
MCEO Address if Different:			

Grant Application Deadline:  Cycle 1: April 30, 2012  Cycle 2: September 30, 2012

Grant Contract Period: The contract period begins after July 1, 2012 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2013.

Maximum Grant Allowed: \$4,000 Small Municipality Population less than 25,000  
 \$6,500 Medium Municipality Population between 25,000 and 99,999  
 \$9,500 Large Municipality Population of 100,000 or greater

Amount Requested: \$ 6,500

Grant Category(ies):  Inventory and Planning  Organization and Indexing  
 Program Development  Storage and Facilities  
 Preservation/Conservation

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
1. Consultants/Vendors (Total cost for all consultants and vendors)	\$ 6490	\$	\$ 6490
2. Equipment (Total cost for eligible items, i.e. shelving)	\$	\$	\$
3. Supplies (Total cost for eligible items, i.e. archival supplies)	\$ 10	\$ 110	\$ 120
4. Town Personnel Costs (Total cost for all town personnel)	<sup>1</sup> \$	<sup>2</sup> \$	\$
5. Other (Please specify on a separate sheet)	\$	\$	\$
6. TOTAL	\$ 6500	\$ 110	\$ 6610

<sup>1</sup> Base pay only for personnel hired directly by the municipality. Personnel costs for vendors should be listed under Consultants/Vendors.  
<sup>2</sup> Personnel taxes and benefits must be paid by the municipality if grant funds used for base pay.

**Narrative**

Answer the following four questions on a separate page, numbering each answer to correspond with the question. If applying for more than one project, be sure to include information on each project. A vendor's proposal or prepared text may not be used in place of the applicant's own words.

1. Describe the project(s). Identify the specific records involved (including type of records, volume numbers and dates), what will be done, and why.
2. Identify the vendors and/or town personnel. Include their assigned duties and the timeframe for completing the work.
3. Describe what the municipality hopes to accomplish with the grant. Indicate how the project(s) will impact the records, the office and the municipality.
4. Provide a detailed budget. For each Budget Summary line item (*Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs*), list the detailed expenses that make up that line item. Split the costs between grant and local funds, if applicable. For any *Town Personnel Costs*, include the job title, hourly rate, and total number of working hours for each individual.

Note: If applying for only one project and using only one vendor, you may omit the detailed budget provided that the expenses are clearly indicated on the enclosed vendor proposal.

**Supporting Documentation**

Enclose copies of supporting documentation. For consultants/vendors, provide a copy of the proposal or quote. For direct purchases of equipment or supplies, provide a copy of the product information/pricing.

**Designation of Town Clerk as Applicant**

This section to be completed only if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, \_\_\_\_\_, the Town Clerk, as the agent for making the above application.

\_\_\_\_\_  
Signature of MCEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of MCEO

**Certification of Application**

This section must be signed by the applicant.

If the Town Clerk has been designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2013 Targeted Grant Guidelines* have been met.

\_\_\_\_\_  
Signature of Applicant (MCEO or Town Clerk if Designated)

\_\_\_\_\_  
Date (must be same as or later than above date)

\_\_\_\_\_  
Typed Name and Title of Applicant

**For State Library Use Only**

Grant Disposition:  Approved  Denied

Grant Award: \$ \_\_\_\_\_

Grant Number: \_\_\_\_\_

\_\_\_\_\_  
Signature of Public Records Administrator

\_\_\_\_\_  
Date

1. Describe the projects. This year we are applying for a grant for two separate projects. The first of which is the restoration of town record books. A recently conducted inventory of all our archival records identified a few remaining volumes which need attention. Town Record Volume 5 (1924-1951) and Volume 6 (1951 - 1968) will be dismantled, cleaned, repaired, deacidified, rebound and titled. Town Record Volume 7 will be rebound, as will Land Record Volume 57. Land Record Volume 26 has some loose pages which will be rebound. Once this project is completed all of our older land records and town meeting books will have been treated and properly restored.

The Town of Mansfield has spent several years developing a records management program for all municipal departments. That development process has resulted in a number of accomplishments, including the elimination obsolete records and non-record materials; clearing a basement storage area of record materials; the installation of a high density mobile shelving system for box storage of records in the vault; and drafting and periodically revising a records management plan for town departments. The town now finds that it is close to reaching the maintenance phase of its records management program. It is this maintenance phase which is the second of our projects. Even in a maintenance phase, the town will continue to need the periodic assistance of a records management consultant.

2. Kofile Preservations will be the vendor for the restoration of Town Record Books. All work, as described above, will be completed within a period of approximately 14 weeks from receipt of each volume.

The Town intends to use the services of Peter Bartucca of Document Management Systems, on a limited basis, to provide ongoing services for the maintenance phase of the Town's Record Management Program. Regular bi-monthly on-site visits are planned, but consulting services will be available on an on-call basis as well. In addition to the normal questions and problems which will need addressing, we would like to continue a program we started last year. Last May we conducted a very successful "Document Clean-Up Day." Mr. Bartucca was available in our office all day to field record retention and disposal questions and offer recommendations to various Town departments. We would like to be able to plan similar spring and fall events this year.

3. The restoration project will preserve important Town Meeting and Land Record Volumes. These records are indispensable to the history and continued workings of the Town of Mansfield. Once this project is completed the town will have restored all of the early records of the town. There are a few remaining loose pages in a couple of later land records books but we will be able to copy these pages on archival paper and insert them in the books. We recently recopied our 1702 -1965 Land Record Indexes on substantial archival paper.

The Town's Record Management Plan has been an ongoing project with many accomplishments. During the last Historic Preservation Grant cycle, with the help of our consultant, we revisited and updated the record retention schedules for each of our departments, but record series continue to be uncovered and questions as to the retention and disposal of material continues to

be a challenge. The consulting advice from Mr. Bartucca will allow us to further refine and implement our plan.

4.

Historic Preservation Grant 2013

	Grant Funds	Local Funds	Total Funds
<b>Restoration of Town Records</b>			
Kofile Preservation -Vendors	\$3,990		\$3,990
<b>Record Management</b>			
Document Management Systems- Consultant	\$2,500		\$2,500
University Products -Archival Supplies			
727-1915 (1), 727-1912 (2) Folders	\$10	\$110	\$120
Total	\$6,500	\$110	\$6,610

PAGE  
BREAK

**Town of Mansfield  
Parks Advisory Committee  
Minutes  
February 1, 2012  
Secretary – Al Montoya**

Present: Sue Harrington, Tom Harrington, Dan Vitullo, Al Montoya, Norma LaMonaco, Jennifer Kaufman and Bill Thorn.

- I. The meeting was called to order at 7:35 P.M.
- II. The minutes for the January 4, 2012 meeting were approved with minor changes.
- III. Old Business
  - a. Management plans
    - i. The committee will begin to review management plans as soon as possible.
  - b. Park updates
    - i. Tom checked out Sawmill Brook Preserve. He took pictures and sent them back to Jennifer.
    - ii. Jennifer checked up on Shelter Farms Park and noted that there was a large tree down across the river. The parks department went out and looked at it. In addition, the DEP trail needs to be marked.
    - iii. Bill Thorn discussed projects that his students could do to help with the maintenance of the parks.
  - c. Parks projects/grants/initiatives
    - i. A grant was submitted to help design a handicap trail around Bicentennial Pond.
    - ii. A grant was submitted for an urban trail through downtown Mansfield. No news on the status yet.
  - d. Spring programs
    - i. There were several upcoming programs that were discussed to include: Bird & Breakfast on Mother's Day, Trails Day (Dorwart) and programs planned by the Willimantic Alliance
    - ii. The upcoming tracking program is ready to go.
  - e. Open Space Action Plan
    - i. The PAC committee will review the action plan and discuss at the March meeting.
- IV. New Business
  - a. NAV Volunteer Award
    - i. The Committee decided that the annual NAV Volunteer Award should be given to Eagle Scouts Dan Vitullo, Eric Wilson and Keith Chasin who completed projects throughout

the last year. The groups will be invited to the March meeting at 7:00 and presented the award. Cookies and refreshments will follow.

- ii. Bill Thorn, Agriculture Education Teacher at E.O. Smith, presented a plan to cut five trees in the Torrey Preserve. The trees consist of two red oaks, one white oak, and two white pines. The Ag. Ed. Students will use them to practice on. The Torrey Preserve abuts Bill Thorn's property. The committee recognized the educational importance of this. The committee also expressed concern with taking the trees prior to late spring. Bill assured the committee that they would be taken prior to that and the committee approved the request.

V. The meeting was adjourned at 8:47 P.M.

Respectfully submitted, Al Montoya, Secretary

TOWN OF MANSFIELD  
FINANCE COMMITTEE MEETING  
MINUTES OF FEBRUARY 21, 2012

Members Present: W. Ryan, M. Lindsey, C. Schaefer joined at 2:08pm

Other Council Members Present: E. Paterson (ex-officio), P. Shapiro, A. Moran joined at 2:05pm

Staff Present: C. Trahan, M. Hart

Guests: none

Meeting called to order at 2:02pm.

1. Minutes from 12/12/11 meeting approved with spelling correction.
2. Cherie Trahan presented the Comprehensive Annual Financial Report for the fiscal year ended June 30, 2011, along with the State and Federal Single Audit Reports for the same period. Also presented were the audit communication letter and the management letter.

Bill Ryan requested an estimate to have a fraud risk assessment performed for the Town and to have that estimate included in the proposed FY 2012/13 budget. Meredith Lindsey requested information on the fixed asset threshold for the internal service funds. Cherie will address these items.

3. The Committee discussed the audit process as conducted by Blum, Shapiro for the last three years. The contract term is complete, and the Committee agreed to go out to bid for audit services for the fiscal year ending June 30, 2012.
4. Matt Hart reviewed and discussed with the Committee the current estimated over run in the construction of the Storrs Center garage. Matt will provide the current amount of contingency funds remaining in the garage budget. The Committee requested that an item be added to the Council's agenda for an update on Storrs Center construction. A new business item will be added for the next Council agenda to review the garage overrun. Following that, an old business item will be added for future agendas for a construction update.
5. Adjournment. The meeting adjourned at 3:04pm.

Motions:

Motion to approve the December 12, 2011 minutes by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to recommend to the Town Council acceptance of the Comprehensive Annual Financial Report, and the State and Federal Single Audit Reports as presented by Carl Schaefer. Seconded by Meredith Lindsey. Motion so passed.

Motion to adjourn.

Respectfully Submitted,  
Cherie Trahan

Director of Finance

**MANSFIELD DOWNTOWN PARTNERSHIP  
BOARD OF DIRECTORS MEETING  
Thursday, February 2, 2012  
Mansfield Town Hall  
Town Council Chambers  
4 S. Eagleville Road**

**4:00 PM**

**MINUTES**

Present: Steve Bacon, Harry Birkenruth, Matthew Hart, Dennis Heffley, Philip Lodewick, Frank McNabb, Toni Moran, Richard Orr, Betsy Paterson, Chris Paulhus, Alex Roe, Steve Rogers, Kristin Schwab, and Bill Simpson

Staff: Cynthia van Zelm, Lee Cole-Chu

Guest: Bob Sitkowski, University of Connecticut Office of Real Estate; Howard Kaufman and Macon Toledano, LeylandAlliance; Geoff Fitzgerald, BL Companies

**1. Call to Order**

Board President Philip Lodewick called the meeting to order at 4:05 pm.

**2. Opportunity for Public Comment**

There was no public comment.

**3. Approval of Minutes of January 5, 2012**

Betsy Paterson made a motion to approve the minutes of January 5, 2012. Bill Simpson seconded the motion. The motion was approved unanimously.

**4. Change to Agenda**

Mr. Lodewick requested a change to the agenda to add a recommendation to appoint Rich Orr to the Finance and Administration Committee. Matt Hart made such motion, seconded by Chris Paulhus.

## 5. Director's Report

Cynthia van Zelm said she would send out a separate e-mail seeking dates for follow-up to the strategic planning session from last week.

Ms. van Zelm said Winter Fun Day is Saturday from 11 am to 2 pm in front of the Mansfield Community Center.

Ms. van Zelm said the team at the Oaks on the Square reported that 60 percent of the residential units in Phase 1A are leased. Howard Kaufman reported that the University of Connecticut has signed a master lease for 19 apartments in Phase 1A.

Mr. Hart made a motion to go into executive session pursuant to the applicable provisions of the Freedom of Information Act, particularly Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5), to receive commercial or financial information not required by statute and given in confidence by the Storrs Center Master Developer's representatives. Mr. Paulhus seconded the motion. The motion was approved.

## 6. Storrs Center Action Items

### **Executive Session pursuant to Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5)**

Present: Mr. Bacon, Mr. Birkenruth, Mr. Hart, Mr. Heffley, Mr. Lodewick, Mr. McNabb, Ms. Moran, Mr. Orr, Ms. Paterson, Mr. Paulhus, Ms. Roe, Mr. Rogers, Ms. Schwab, and Mr. Simpson

Also Present: Mr. Cole-Chu, Mr. Fitzgerald, Mr. Kaufman, Mr. Sitkowski, Mr. Toledano, and Ms. van Zelm

## 7. Presentation of Mansfield Downtown District Public Spaces and Green Infrastructure Master Plan

Kristin Schwab presented the draft Mansfield Downtown District Public Spaces and Green Infrastructure Master Plan that she worked on with two of her students in the University of Connecticut Landscape Architecture Program. She passed out excerpts from the Plan and also referred to a Power Point presentation.

Ms. Schwab said the goal was to develop a tool to market and promote the downtown, coordinate the various public spaces in the downtown area, and identify future needs for the downtown area. She said two meetings were held with over 20 stakeholders over the last few months.

Ms. Schwab said it was important to include the two other areas of focus for the Partnership's mission (Four Corners, and King Hill Road) as part of the Plan's scope.

Ms. Schwab's team identified several key elements for focus including a greenway along Storrs Road, extending to and around the Community Center, adjacent to Town Hall.

With respect to areas of focus for the University, Ms. Schwab said Bolton Road also needs more attention in terms of its access to the Nathan Hale Inn. Ms. Schwab said they also identified key gateways at Four Corners and Horsebarn Hill. She said the University has plans for these linkages in its master plan and she hopes they are enacted.

One of the other areas of focus was to show trail connections to the open space adjacent to Storrs Center.

Ms. Schwab said the Plan builds on the idea discussed many years ago about creating a park space adjacent to Town Hall where the pedestrian walkway to the Community Center was built.

She said she has been working with Mansfield Parks and Recreation Director Curt Vincente on a preliminary plan near the Community Center that may include a playscape, splash pad, additional parking, and other features. Ms. Paterson and Steve Rogers suggested that a review of the park elements vis a vis parking locations be reviewed for any security issues.

Harry Birkenruth suggested looking at more direct access from the Community Center to South Eagleville Road from the new potential area of activity.

Ms. Schwab said one of the other key elements is the establishment of a green trail which would have some similarities to the Freedom Trail in Boston. She noted that Jennifer Kaufman, Parks Coordinator, put together a grant for funding for the green trail which would identify key points of interest in the downtown.

Ms. Schwab said the Advertising and Promotion Committee is looking at how to recognize supporters and contributors to Storrs Center within the new infrastructure.

Ms. Paterson made a motion to endorse the Mansfield Downtown District Public Spaces and Green Infrastructure Master Plan including a recommendation to review the park elements around the Community Center. Alex Roe seconded the motion. The motion was approved unanimously.

**8. Recommendation of June Krisch to serve on the Membership Development Committee**

Frank McNabb made a motion to appoint June Krisch to the Partnership's Membership Development Committee. Dennis Heffley seconded the motion. The motion was approved unanimously.

**9. Recommendation of Richard Orr to serve on the Finance and Administration Committee**

Mr. Birkenruth made a motion to appoint Rich Orr to serve on the Finance and Administration Committee. Mr. Rogers seconded the motion. The motion was approved unanimously.

**10. Four Corners Sewer and Water Study Advisory Committee**

Ms. van Zelm reiterated that Phil Spak, the Partnership's representative on the Four Corners Sewer and Water Study Advisory Committee, had resigned from the Committee. Mr. Paulhus made a motion to authorize Board President Philip Lodewick to appoint a member of the Board to serve on the Four Corners Sewer and Water Study Advisory Committee. Ms. Roe seconded the motion. The motion was approved unanimously.

**11. Report from Committees**

Advertising and Promotion

Chair Kristin Schwab referenced an e-mail sent from her and Membership Development Committee Chair Frank McNabb to Partnership Board and Committee members about the new Partnership volunteer outreach program. She said the goal is for a Board or Committee member to volunteer for three volunteer tasks per year. A calendar will be sent out monthly with volunteer opportunities noted in a three month calendar. Ms.

Schwab said there will be a volunteer orientation on Feb. 8 at 7 pm at the Community Center.

#### Business Development and Retention

Chair Steve Rogers said the Committee will meet in two weeks.

#### Festival on the Green

Chair Betsy Paterson said the Committee will have its first meeting on Monday. The tentative *Festival on the Green* date is September 23.

#### Finance and Administration

Mr. Birkenruth reported that the Committee accepted the December 31, 2011 financials and referred to them in the Board packet.

Mr. Birkenruth said that some housekeeping changes were made to the current FY2011-2012 budget to reflect the approved Executive Director salary change made by the Board in December.

Mr. Birkenruth said the Committee asked the Partnership's attorney Lee Cole-Chu to review the Partnership's Directors and Officers insurance. The Committee discussed whether the liability limit should be raised and will check with the Partnership's insurance agent.

#### Membership Development

Chair Frank McNabb reported that membership renewal letters have resulted in 238 renewals and \$13,000 thus far.

#### Nominating Committee

Mr. Lodewick said there are three appointments that need to be made for the next fiscal year. The Town Council and the Mansfield Business and Professional Association will need to reappoint Toni Moran and Bill Simpson respectively. A new student representative will likely need to be appointed by the Board with David Lindsay's graduation in May.

There are two positions to be voted on by the general membership at the Partnership's annual meeting in June. Harry Birkenruth and Dennis Heffley are up for re-election. They both have agreed to serve another term.

Mr. Lodewick said that Barry Feldman has stepped down from the Board and UConn President Susan Herbst has appointed Paul McCarthy to take Mr. Feldman's position. Mr. Orr will also now be the President's designee, and Ms. Roe will also remain on the Board.

Mr. Lodewick said the Committee also recommended that Frank McNabb serve in the At-Large position on the Executive Committee due to Mr. Birkenruth (currently serving as the At-Large member) serving in the Finance Committee Chair position on the Executive Committee.

Mr. Lodewick said that the Partnership's attorney Lee Cole-Chu has been appointed as a judge by Governor Malloy which necessitates finding new legal counsel for the Partnership. Mr. Lodewick has requested that Steve Bacon, Mr. Orr, and Finance and Administration Committee member Tom Callahan serve on an ad hoc committee to appoint legal counsel. The Board and staff commended Mr. Cole-Chu for his service to the Partnership.

#### Planning and Design

Chair Steve Bacon had no report.

#### **12. Executive Director Evaluation**

Mr. Lodewick passed out an evaluation form for Ms. van Zelm's annual evaluation to be conducted at the next Board meeting.

#### **13. Adjourn**

Mr. Paulhus made a motion to adjourn. Ms. Roe seconded the motion. The motion was approved and the meeting adjourned at 6:15 pm.

*Minutes taken by Cynthia van Zelm*

**Mansfield Board of Education Meeting**  
**January 26, 2012**  
**Minutes**

**Attendees:** Mark LaPlaca, Chair, Shamim Patwa, Vice-Chair, Martha Kelly, Secretary, April Holinko, Holly Matthews, Katherine Paulhus, Jay Rueckl, Carrie Silver-Bernstein  
Randy Walikonis, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

**Absent:**

The meeting was called to order at 7:41pm by Mr. LaPlaca.

**SPECIAL PRESENTATION:** Adam Ramsdell and Steve Dean, Physical Education Teachers, introduced the MMS Adventure Learning Program. Sixth grade students participating in the activity discussed aspects of the program.

**HEARING FOR VISITORS:** None

**COMMUNICATIONS:** None

**ADDITIONS TO THE PRESENT AGENDA:** None

**MMSA:** President, Diane Briody and Secretary, Jeannette Picard, discussed the activities the group participates in to support the middle school programs.

**SCHOOL BUILDING PROJECT UPDATE:** Mr. LaPlaca reviewed the Town Council Workshop.

**COMMITTEE REPORTS:** Mrs. Paulhus reported she attended the EASTCONN Board of Directors' meeting.  
**Sustainability Committee:** Ms. Matthews reported the committee will meet on February 2<sup>nd</sup> and will have a recommendation to the Board regarding the Town Sustainability Committee.

**MMS Principal Search:** MOTION by Ms. Patwa, seconded by Mrs. Kelly to refer the review of the search committee process to the Personnel Committee. VOTE: Unanimous in favor

**REPORT OF THE SUPERINTENDENT:**

- Library Update: Linda Robinson, Library Media Specialist, updated the Board on current program initiatives in the Mansfield Public School libraries.
  - Wednesday Night Game Night
  - Night at the MMS Library
  - 6th Grade Mystery Theater
  - PAWS 4 Books in Mansfield
  - Kindles, Nooks & Library ebooks
  - Super Sleuth Afterschool Library pilot at Southeast
  - Birthday Book Buddies
  - One School, One Read
- ESEA Waiver Flexibility: Mr. Baruzzi reported on the State Board of Education's request for flexibility regarding specific requirements of the No Child Left Behind Act, 2001 (NCLB).

Mrs. Paulhus left at 8:58pm

- 2012-2013 Proposed Budget – Board review – Regular Programs/Middle School/Elementary Schools: The building principals reviewed their budgets and answered questions proposed by Board Members.

**NEW BUSINESS:** None

**CONSENT AGENDA:** MOTION by Mr. Walikonis, seconded Ms. Matthews that the following items for the Board of Education meeting of January 26, 2012 be approved or received for the record: VOTE: Unanimous in favor.

That the Mansfield Public Schools Board of Education approves the minutes of the January 19, 2012 Board meeting.

**HEARING FOR VISITORS:** None

**SUGGESTIONS FOR FUTURE AGENDA:** It was requested that upon election, the Board should invite the district representatives to attend a meeting.

**MOTION** by Ms. Matthews, seconded by Ms. Patwa to adjourn at 10:20pm. **VOTE:** Unanimous in favor

Respectfully submitted,

Celeste Griffin, Board Clerk

Town of Mansfield – Traffic Authority  
Minutes of the Meeting – February 28, 2012

Present: Hart, Hultgren, Meitzler, Cournoyer

The meeting was convened at 9:45 AM.

The minutes of the January 31, 2012 meeting were reviewed and no corrections made.

Safety Improvements, Mansfield City Road – Hultgren said that he had contacted DOT Traffic, but had not heard anything yet regarding the request to change the flashing signals at Mansfield City Road and the North and South Frontage Roads.

Ravine Road traffic – still waiting for DOT response on the wayfinding signs request.

Chaffeeville Road traffic – speed trailer will be placed on the southern end of Chaffeeville Road this spring.

Walk facing traffic sign request (South Eagleville Road) – still waiting for DOT response.

Route 275 pedestrian/bicycle concerns on the western portion of Route 275 – waiting for DOT response.

Jake brake complaint on Rte 195 – contractors were notified as requested to inform their drivers.

Hidden drive sign request at 74 Pleasant Valley Road – due to limited sight distance an eastbound sign was approved.

Crossing Traffic Does Not Stop sign request on Hunting Lodge Road at Separatist Road – a sign to be placed below the existing stop sign was approved.

UConn directional sign request in Gurleyville on Chaffeeville Road – a left arrow, UConn 1.5mi sign was approved.

Storrs Center construction traffic – general construction traffic impacts over the last month were discussed.

Roots of Development Bike Event (Sept 16, 2012) – approved with the usual caveats to coordinate with the Town's Resident State Trooper's Office and emergency services.

Cycling safety efforts/PR campaign – Hultgren will be appointed to liaison to this effort.

Spring Weekend Traffic – Temporary no-parking was discussed for Oak Hill Road, Willowbrook Road and parts of Gurleyville Road and Hanks Hill Road. These will be posted via temporary signs and stakes, and will be authorized at a future meeting, along with the temporary closing of the usual roads in the greater UConn area.

No parking enforcement on North Eagleville Road – discussed briefly noting that the campus/state jurisdiction begins at Hunting Lodge Road.

The meeting adjourned at approximately 10:22 PM.

Respectfully submitted,

Lon Hultgren  
Director of Public Works

Town of Mansfield – Traffic Authority  
Minutes of the Meeting – March 8, 2012

Present: Hart, Hultgren, Meitzler, Jackman, Painter, van Zelm (MDP), Dyson (guest)

The meeting was convened at 1:05 PM.

Storrs Center Construction Traffic – Hultgren requested approval for a sign on Dog Lane to be placed just prior to the Greek church driveway “No Construction Vehicles Beyond This Point”. This request was approved on a motion by Jackman/Painter.

The meeting adjourned at approximately 1:15 PM.

Respectfully submitted,

Lon Hultgren  
Director of Public Works

**MANSFIELD DOWNTOWN PARTNERSHIP  
MEMBERSHIP DEVELOPMENT COMMITTEE MEETING  
Mansfield Town Hall, Conference Room B  
February 27, 2012  
8:30 AM**

**MINUTES**

Present: Frank McNabb (Chair), Alexinia Baldwin, Dennis Heffley, Jim Hintz,  
June Krisch, David Lindsay, Betty Wexler

Staff: Cynthia van Zelm

**1. Call to Order**

Frank McNabb called the meeting to order at 8:35 am.

**2. Approval of Minutes from January 23, 2012**

Jim Hintz made a motion to approve the minutes of January 23, 2012. Betty Wexler seconded the motion. The motion was approved unanimously.

**3. Follow-Up on Renewals**

Mr. McNabb said there are 257 members with \$14,515 received in membership dues.

Cynthia van Zelm passed out the list of members who had not renewed and Committee members agreed to make follow-up phone calls by the next meeting.

**4. Review of Volunteer Outreach Plan and Calendar**

Mr. McNabb reviewed last year's priorities for the Committee. The Partnership did not participate in last year's UConn Alumni Weekend but is scheduled to do so this year on a bus tour by the Storrs Center site. Ms. van Zelm said there is a link to Storrs Center on the Alumni Association webpage.

Last year, Dennis Heffley provided information on Storrs Center to the Economics Department Alumni Open House. Mr. Heffley said he did not think there would be an open house this year.

Ms. van Zelm will follow-up with UConn Today about an article on the Storrs Center construction status.

Alexinia Baldwin and Ms. Wexler said that the NEAG School of Education has a quarterly newsletter called "Spotlight" where information on Storrs Center might be included. They will follow-up.

Ms. van Zelm said she had completed an article for the ReminderNews on the economic benefits of Storrs Center.

Ms. Baldwin will follow-up with including information on Storrs Center at area churches and at the Benton Art Museum.

Mr. Heffley suggested brochures at the Mansfield General Store. Ms. van Zelm will follow-up.

David Lindsay will follow-up with the use of the UConn Student Union movie screen for information about Storrs Center.

Ms. van Zelm will follow-up with UConn Athletics about possible participation at the UConn spring football game which is April 21. Mr. McNabb and Mr. Lindsay volunteered to assist on the 21<sup>st</sup>.

Mr. McNabb said he is available to staff a table at Bernadette Peters on April 14.

## **5. Adjourn**

Mr. Lindsay made a motion to adjourn. Mr. Heffley seconded the motion. The motion was approved and the meeting adjourned at 9:15 am.

*Minutes taken by Cynthia van Zelm.*

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# CITIZENS UNITED

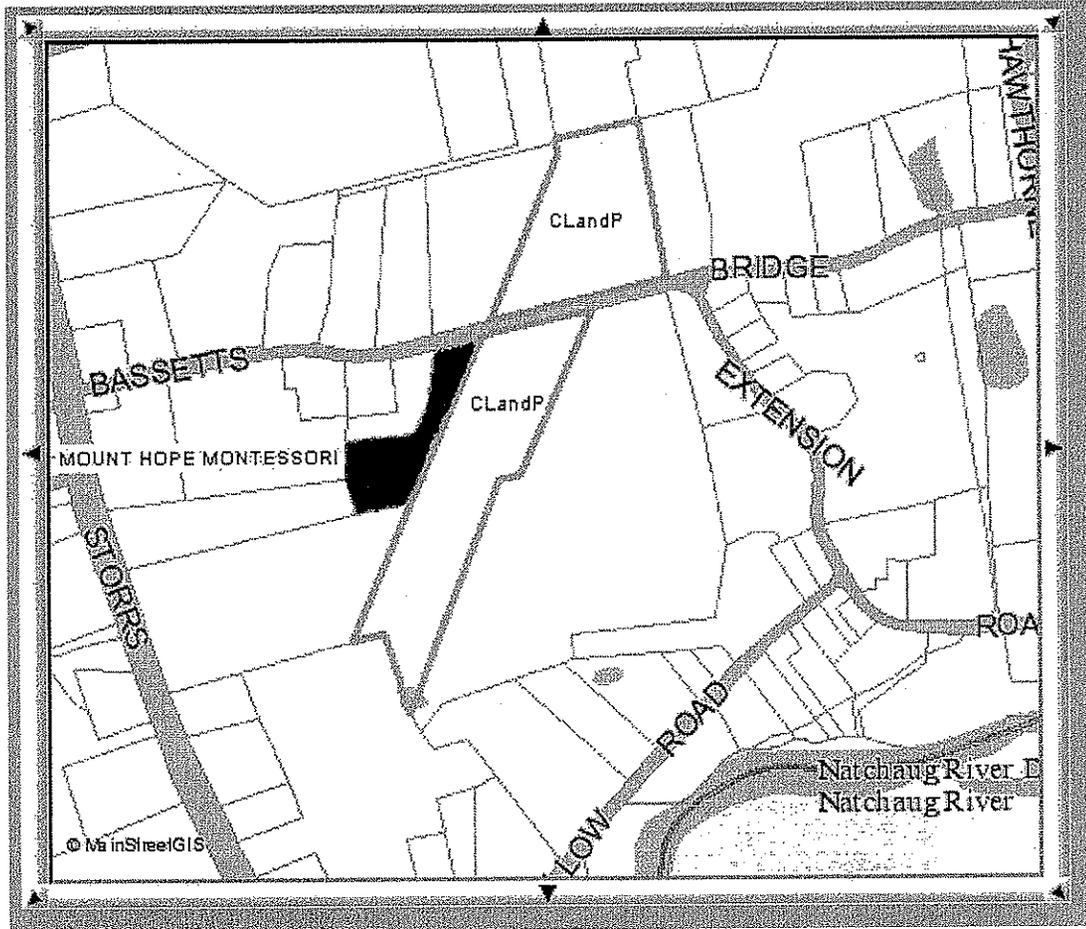
RE: CI&P's Interstate Reliability Project

March 26, 2012

Senator Fasano stated "Nearly everyone who spoke to me about this legislation expressed concern over the health consequences of the electromagnetic fields" "That's why we included language requiring lines ..be placed underground.... "

Gov. says yes to power lines bill, Brian Mccready , Journal Register News Service 05/07/2004

Victor Civie



Parcel ID: 29.113.21  
Property Location:  
BASSETTS BRIDGE RD

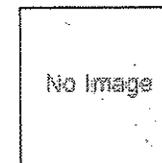
Property Owner(s):  
CONNECTICUT LIGHT and POWER /  
CLandP REAL ESTATE OFFICE

Total Value: 39200  
Deed: 113 / 47  
Zoning: RAR90  
Land Use:  
RESIDENTIAL VACANT LAND  
Land Area: 5.900

**Abutters List:**

(Find properties within a search distance)

200 ft



Building Photo



Building Sketch

## STUDENTS TO BE MOVED FROM SCHOOL NEAR HEARTLAND POWER LINE

By Andrea Sands, Postmedia News February 1, 2012

EDMONTON - Colchester elementary school, adjacent to the planned Heartland transmission line, will shut down and move students to a neighbouring school that needs about \$20 million in renovations to accommodate them, say school representatives involved in the decision.

The plan comes after three days of meetings in January that included representatives from Elk Island Public Schools, Alberta Education, Alberta Infrastructure and principals and parents from Colchester school and Fultonvale elementary junior high school, which would be renovated.

Moving children to Fultonvale is the best way to address worries the 500-kilovolt power line could harm Colchester students' health because it will be built within less than 200 metres of the school, said Colchester principal Bill Suter, who attended the meetings.

"Parents have told us loud and clear that they would not send their children to Colchester school if that power line was built above ground beside it. Obviously, there had to be somewhere for 185 schoolchildren to go and there isn't anything now," Suter said on Wednesday. "We're going to be here the rest of this year, all of next school year and then we would have to move in the summer of 2013."

The Alberta Utilities Commission approved construction of the controversial 65-kilometre Heartland transmission line on Nov. 1. Parents and staff at Colchester school in Strathcona County had pushed the commission to order the line be built in underground.

In its decision, the AUC said that would cost an additional \$300 million. The additional expense is not in the public interest because it "would not mitigate" the electric and magnetic fields around the line which, in any event, pose no health hazard, according to the decision. Although the commission decision is being appealed, plans to move Colchester students to Fultonvale have to start now, Suter said.

The school district is expected to request funding from the province to renovate Fultonvale, a K-9 school with about 330 students located 10 kilometres west of Colchester.

Designs would be drawn up and construction would likely start in April 2013 and continue through the fall of 2014, Suter said.

"It would, in effect, be basically a brand new school at Fultonvale." "The modernization of Fultonvale was the preferred solution," she said. The renovations and expansion at Fultonvale school would cost about \$20 million, according to estimates presented at the January meeting, said the vice-chair of Colchester's school council, who attended the talks.

Parents are concerned about busing to a different location and how students will learn in the school during the renovations, said Jennifer Matyjanka, whose two sons attend Colchester school.

"Ultimately we would like Colchester school to stay open but the chances of that happening are so slim that we really need another option. This is the best solution to what we have to work with," Matyjanka said. "Really, as parents, we're not willing to send our kids to Colchester when the power lines are turned on."

asands@edmontonjournal.com

PAGE  
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17 Southwood Road  
Storrs, CT 06268  
March 5, 2012  
5:19PM

Mansfield Town Council  
Audrey Beck Building  
4 South Eagleville Road  
Storrs, CT 06268

Item #14

RE: Comments for the Proposed School Building Project

Dear Members of the Mansfield Town Council,

Renovation of the three existing elementary schools is my decided choice from an educational, neighborhood and community, and environmental perspective, as well and from a cost perspective. I believe that renovation of the three elementary schools will prove to be the least expensive option while creating the best learning environment for our youngest learners. Additionally, I believe renovation will promote the social and economic value of each of our neighborhoods, and thus, our town as a whole. If the proposal for two new schools that is currently under consideration goes to referendum, I will vote "No".

Small neighborhood elementary schools have long been the pride of Mansfield. I believe that young children are best served educationally by a more intimate setting where the teachers in the hallway are familiar, their schoolmates are few enough in number that they are known by face and name, and the physical building is easily maneuvered and managed. The comfort afforded by this level of familiarity, friendship, and system manageability is carried into the classroom, creating a sense of security and confidence that enables children to learn.

Neighborhood elementary schools serve as community builders outside of the school day. My husband and I have sent five children through the Mansfield school system. Each of our children made friends with school classmates who lived close to us, but whom we

had not known before. I appreciated the proximity of our children's playmates to our home — most were within a five minute car ride. As our children got older, they biked or walked to their friends' homes. Pick-up games of soccer or baseball were organized by the children in the Goodwin schoolyard, a place where the kids felt at home. They rode their bikes independently and organized these games themselves. The familiar schoolyard, close by and surrounded by the homes of their classmates, supported and facilitated this important part of childhood and the associated social skill building.

Parents also profit from the sense of community created by neighborhood schools. My husband and I met many of the adults we enjoy as friends today through our kids at Goodwin School. Attending curriculum night or a school fair we came to know neighbors who lived a few doors down, or a few streets away, who we might otherwise never have met. With little other opportunity to meet the people in our own neighborhood, these elementary school connections create a warm community for both parents and children. Today, with both young and old people spending more time on computers, institutions that help create social contact are valuable.

The two elementary school option under consideration will increase the time spent on the bus for many children. More children will experience a forty-five minute ride to school-- the limit by state statute. A round-trip school commute of one and a half hours per day equates to seven and a half hours on the bus per week. This is more time spent on the bus per week than the six hours in a school day. A school year is approximately one hundred and eighty days. A child with a forty-five minute one-way bus ride would spend the equivalent time of 45 school days per year on the school bus (two hundred and seventy hours on the bus per year). Over the five years that comprise a kindergarten through fourth grade education, a child with a one-way commute of forty five minutes will spend one thousand three hundred and fifty hours on the bus, or the equivalent time of two hundred and twenty five school days. That is the equivalent time of one and a quarter year of school spent riding around town. This is a waste of time, not to mention gas.

Will young parents be attracted to a school system with a school bus commute of this duration? Many parents who already live in town will simply choose to drive their kids to school themselves. That means that both gas consumption and exhaust emissions will be duplicated –by the school system’s busses and personal cars. Instead, why not offer children a reasonable commute to school and thereby encourage parents to use the bus system we pay for? Renovating the three neighborhood schools has the greatest capacity to achieve this goal.

Safety, relative to the distance of the main office from the front doors of the existing elementary schools, has been raised as a reason for building new schools. Realistically, transit on the school bus probably creates greater safety risks for children than the location of the main office. Nationally and annually, children probably suffer more injuries from school bus accidents, or carbon monoxide poisoning from faulty bus exhaust systems, than they do from terrorism or unusual acts of intruder violence at school. If you want to increase schoolchild safety, get the kids off the bus sooner.

The three elementary schools comply with State of Connecticut security code measures, thanks to recent Homeland Security grant dollars enjoyed by Mansfield. These grant dollars represent federal dollars to which each of us contributed through federal income tax contributions. Are we now just going to throw away these recent purchases and upgrades? After all, the State deems our schools sufficiently safe. Moreover, if there were to be some unusual act of violence against our school children, wouldn’t it be wiser to have fewer rather than more children in one school? In this regard, wouldn’t it be better to have children distributed between three elementary schools rather than centralized in two? If there were a problem at one school, the others could go into lockdown.

With regard to safety, I note that many of the roofs statewide that experienced problems with weight overloads from the excessive snow last winter were on newer buildings. Mansfield’s three elementary schools, which were solidly constructed by local contractors in the 1950’s, had no such problems. Likewise, the original Storrs Grammar

School, built in the 1930's and currently the Mansfield town hall, experienced no problems with roof weight bearing. It has been suggested that that three existing 1950's elementary schools have a higher load per square foot weight bearing capacity than the new construction requirement of 35 pounds per square foot. So, new is not always better. I note that the town hall, twenty years older than the current elementary schools, is an example of successful renovation. I find its brick walls and wood trim to be far warmer and more pleasant than the modern box-style public buildings. The old Storrs Grammar School has some personality, and so do each of our three neighborhood elementary schools.

Years ago I recall receiving a prideful notice from the principal at Goodwin School that the children were participating in recycling in the lunchroom. I thought that was terrific. Are we going to teach our children to recycle their milk cartons but throw away their school building? What sort of an environmental lesson is this? Razing a school building fills up our landfills, while the manufacturing of new building materials involves significant consumption of water and electricity, as well as the consumption of multiple natural resources, creation of a host of man-made chemicals, and then gas to deliver the products. Surely renovation involves the use of similar resources, however on a smaller scale. I vote for smaller scale manufacturing and for maintaining the sense of history that our older buildings promote.

Our elementary schools represent Mansfield in the nineteen fifties. We are such a young nation that the Town Council has described fifty-year-old buildings as "old". This is funny. These are very young buildings, and moreover, they were constructed with the solid building approach of the 1950's. Children all over Europe and Asia attend school in buildings hundreds of years old and are successful academically. Abroad, older school buildings, through which generations of school children have passed, are viewed with pride. It is with this same pride and sense of history that I took my children to Goodwin Elementary school, the very school I attended. Why destroy this sense of community pride and history that many Mansfield residents enjoy? It is a connection across generations. In a world of constant change perhaps it is important to respectfully retain a

sense of the past. These schools may not represent prize-winning architecture, but each of our three elementary schools has its own personality and its own history. In a world of generic box construction, an older school, a little on the funky side, with a community history, is a refreshing change.

Mansfield's three elementary schools protect the value of each neighborhood. Young parents moving to a town often choose to be near an elementary school. In the current two-elementary-school proposal one neighborhood will suffer the loss of its school. I think the neighborhood most vulnerable to decay as a consequence of school closure is that around Goodwin because of its proximity to UCONN and the already high infiltration of college students in homes in this neighborhood. Goodwin School serves as a stabilizing force for this greater section of Mansfield. Its loss would be devastating to the surrounding neighborhood. Fewer families would choose to buy homes there without the school and therefore more homes would fall to student rentals.

It is my understanding that a subtext to Mansfield school renovation/construction may be the town management's interest in finding more municipal space, such as using an existing elementary school for a police station. The town's possible need for additional non-school municipal space should not drive the decision of how to address the educational needs of Mansfield's school children. Likewise, the town should clearly identify when dollars are being spent for education and when they are being directed to underwrite other municipal needs. In this regard, the decision of whether to renovate or build new schools should not be influenced by the town's interest in possibly closing an elementary school to find a place for a new police station. If the town management wants a police station and that is being factored into the school project decision, then please state this clearly, rather than silently eyeing an elementary school. Dorothy Goodwin would roll over in her grave if she knew her beloved school might become a law enforcement agency. Ms. Goodwin, as our State Representative, was called "the Conscience of Connecticut" by her fellow legislators because of her commitment to public education. Do we have any sense of town or state history?

With regard to tax dollars, it is not clear to me that the town has accurately presented the respective costs of renovation versus new construction. Moreover, I see no ancillary figures, such as increased cost of gas, bus maintenance, and driver time (bus contract costs) associated with longer bus commutes. Also, if more elementary school students will have a longer commute, and the elementary school day is scheduled to start at the same 8:55AM time, wouldn't the middle school bus use, and therefore the high school bus use, have to be completed sooner? Would this mean that the middle school and high school might have to start earlier? The high school's 7:25AM start time is already painfully early for most adolescents.

I am mindful that in July of 2011 Governor Malloy created a higher reimbursement rate for school **renovation**. Nothing in the material presented by the Town Council to date assures me that the costs of renovating the three elementary schools has been recalculated to reflect this higher reimbursement rate for renovation. Do these three schools meet the criteria for like-new renovation? Has less than 75% of these buildings enjoyed recent renovation? Has the town considered applying to the state for waivers for non-reimbursable expenses such as new boilers? Have the expenses for renovation been calculated with these potential savings in mind? Why is the town so far above the state's allowance of school building square feet per student? Why if you anticipate dwindling student population are you looking to increase the total school building square footage? If numbers dwindle, won't the "overcrowded" conditions at the three elementary schools be resolved? Wouldn't maintaining three elementary schools create more flexibility, such as the opportunity to return fifth grade to the elementary schools, if the lower grade population were to fall? I note that my children attended Goodwin during a time of high student enrollment. I never felt that the school was crowded or that my kids suffered because of the size of the school.

Much of the Middle School is relatively new, or has benefited from recent renovation. Because of their age and distinct renovation history, don't the elementary schools fall into a different category for state reimbursement? Should, therefore, the plans and costs for

these characteristically and financially distinct projects – the elementary schools versus the middle school-- be broken down, presented, and decided upon, independently? Why does the possible renovation of all three elementary schools have to be completed at the same time, rather than on a schedule over time? Why has there been so much deferred maintenance? Why, for instance, were the boilers not replaced long ago? Surely there have been many financially flush years during which the Mansfield schools were well funded and could have committed to such repairs.

I chuckle when I hear concern over the fact that the gym and lunchroom are presently shared at the three elementary schools. When I attended Goodwin the gym was the gym. We picked up our lunches and ate them in our classroom. If there is current need for distinct spaces for lunch and physical education, why not just add a small lunch room? Surely constructing a small, simple lunchroom is less expensive than a building a new gym or a new school. Since the students do not all eat at the same time, a lunchroom would not have to be huge. The floor of the gym in each of the existing elementary school could simply be replaced. Also, I note that in the new elementary building project, as I understand it, the new assembly rooms would not be able to hold all of the school population's parents and students at one time, such as the current gym/assembly room in each of the elementary schools can. If this reported lack of anticipated capacity is correct, this aspect of new construction would not appear to offer an advantage over the existing gym/assembly rooms.

Is the current estimated tax dollar cost per household of \$391.00, as presented in the "Town of Mansfield, Proposed School Building Project" flyer prepared for the March 5, 2012 Public Hearing, based on the 2010 town assessment, or the upcoming 2014 assessment? The 2014 assessment will be higher, and will take effect during the proposed school renovation or new building project. If the tax impact has only been computed using the 2010 evaluation, I respectfully request that it be recomputed with the anticipated 2014 values and presented to the public before any referendum on school building projects. Likewise, if the renovation estimates were not computed using the higher July 2011 state reimbursement rates as designed by Governor Malloy, I

respectfully request that the renovation costs be recalculated and re-presented to the voter also. To knowingly provide misinformation, or incomplete information, to the voter would not be right. To have naively provided the same, and not to correct the oversight, would be equally egregious.

Mansfield residents using 2014 tax assessment estimates, and the July 2011 state schedule for reimbursement for new construction from the State Department of Education have estimated an anticipated tax increase per household closer to \$1,200. Is the town's figure of \$391 or the resident's figure of \$1,200 more accurate? I would like confirmation from someone in the State Department of Education that the town and the town's consultant are correctly interpreting and applying the state reimbursement rates. The Mansfield tax payer is entitled to this level of information and confirmation.

Both national and municipal governments are experiencing financial shortages. Greece, Ireland, Spain, Italy, and France remind us that it is time to avoid excessive and unnecessary spending. In Mansfield we have a measurable cost overrun on the parking garage, undetermined upcoming cost for a public water system, a seven year tax abatement on the downtown development, and dwindling state dollars -- pilot monies are down and will continue to be reduced, revenue from the casinos is down-- and a rise in state income tax is possibility down the road. We have existing town debt. I ask you to request a clear re-calculation of the costs of renovation of the three elementary schools versus new construction and present this to the public.

Why has neither the Town Council, nor the town-hired school building consultant presented to Mansfield voters an informative and clearly accessible breakdown of plans and expenses such as the Town of Wethersfield has made available to its residents? Please see attached.

Brevity is the soul of wit. Ironically, brevity takes time. Short on time this afternoon, I am about to hit "send" and simply mail this massive missive to you to meet the deadline for comment which I understand to be today. Thanks for your patience if you have made

it this far. I appreciate the time that each of you devotes to this town. I do always recognize and respect the significant amount of time that each of you generously gives. Thank you for the opportunity to comment on the school proposals being considered and for the time you have devoted to this question.

Kind regards,

Alison Hilding

Attachment: Wethersfield High School, Educational Specifications, six pages



*A Attachment to 11-14-12 meeting  
 Comments to Mansfield Town Council  
 Proposed School Building  
 Project 9/5/2012*

**Wethersfield High School**  
 Educational Specifications  
 October 7, 2011

## Financial Data – Estimates and State Reimbursement

### Budget Estimates

The Wethersfield High School renovation and additions project is tentatively scheduled to start construction in July of 2013 with a phased completion anticipated in August of 2016. Over the course of facility study, the project team evaluated several options, including a new facility. Ultimately the Project Leadership Team and the Board of Education selected option 6a comprising of additions and renovations under the "Renovation" status which results in the full renovation of the high school building and site resulting in a facility that meets a new building criteria.

The budget estimate for the selected project "Option 6a" is based on the following facility design parameters, highlighting the major elements of this project:

- Renovation and expansion of the science laboratories and classrooms to a Clabroom configuration with appropriate prep room, storage and support spaces resulting in the existing footprint.
- Relocation and expansion of the Family and Consumer Science department.
- Expansion of the existing Band Room and repurposing it for the Media Center.
- Renovate and expand the Special Education instructional spaces.
- Update the Business program with new technology and increased capacity.
- A new gymnasium with associated support spaces approximating 25,829 SF. This construction will require partial/minimal demolition of current/adjacent support spaces.
- Renovate all Physical Education spaces to meet Title IX regulations.
- Renovated Auditorium with a mezzanine level for a seating capacity between 825 and 850.
- Re-purpose the existing small gym (Gym B) for the girls and boys locker rooms.
- A new community entrance for the gymnasium, natatorium and auditorium.
- Realignment of the main entry drive for bus circulation and additional parking.
- Updated music with an addition for the Band room and storage.
- Repurposing the existing Art rooms for music and the green room.
- Renovated technology education facilities.
- Renovate the Technology education and Fitness area for Art and Technology.
- Realignment and update of all core academic classroom spaces.
- Address all code deficiencies, to meet current Health, Fire and Building code requirements.
- Address all accessibility requirements per ANSI, UFAS, ADA as well as all citations in the OCR report.
- Full upgrade of the Mechanical, Electrical, Plumbing and Fire Protection infrastructure to meet requirements of a High Performance School as well as the integration of sustainable energy and environmental principals.
- Update of the technology infrastructure to meet the proposed Wethersfield Public Schools Technology Plan.
- Provide Storage and shared work rooms for each department.

The project cost estimate anticipates project development, escalation and contingency expenditures based on a projected July 2013 construction start, as noted below:

Construction escalation for 22 months at 2.5% annually:  
 Owners Project Development cost Contingency at 5%:  
 Construction contingency of 5%  
 Furnishings, Equipment and Technology allowance of \$3,850,000.

This project is eligible for a school construction grant provided by the State of Connecticut Department of Education. Based on a preliminary review the project could also be eligible for a space standard waiver. If the waiver is realized, the total cost to the Town of Wethersfield for this project would further decrease.

The following construction estimates identify project costs based on three distinct approaches, and highlight the advantages and disadvantages associated with each approach. Each scenario anticipates a projected high enrollment of 1,230 students based on the Dr. Peter Prowda's enrollment projection in the year 2013. Additionally each scenario



projects an estimated state reimbursement based on no space standards waiver, anticipated at approximately 6% of the building area for the renovate as new approach.

1. Limited Renovations and Additions
2. A Full Renovation and Additions Project under the "Renovation" Status.
3. A New High School Facility

*The Furniture and Equipment budget has been established for all project scenarios. The budget anticipates the reuse of a limited amount of the existing furniture in the new or renovated facility.*

### State of Connecticut Reimbursement

*The State of Connecticut reimbursement rate for educational construction projects for the Town of Wethersfield in 2010 was 51.43%, and has been revised downward to 50.71% for the year 2011. The rate will vary from year to year based on AENGLC ranking of the town.* The State of Connecticut Department of Education provides grants for school construction projects to all public school systems. The eligibility of a school project for State funding is governed by the Connecticut General Statutes (CGS) and the grant application is administered by the State Department of Education Grants Division. Each municipality must apply for the grant by June 30th of each year and the funding is approved the following year. The Town of Wethersfield has applied for and received several school construction grants over the years and specifically was funded for the last construction project that included renovations and code updates to the auditorium and music instructional spaces.

In considering the Wethersfield High School renovations and additions project for state reimbursement several regulations must be evaluated. These include laws that will determine the project eligibility, priority, and estimated percentage of the project cost that is for the state grant. Additionally, the Town of Wethersfield must meet the requirement of the Bureau of School Facilities and ultimately an audit of the project. Regulation of the State Board of Education Concerning School Construction Grants can be reviewed in the Connecticut General Statutes Section 10-287 c-1 to 10-287 c-21

#### Reimbursement based on Space Standards worksheet.

**Space Standards** - For grant purposes, a maximum allowable square footage per pupil is determined for a facility. This maximum is based upon the projected enrollment for the project, grades housed at the school, and the amount of square footage, if any, constructed prior to 1950. See C.G.S. 10-287c-15(a). Space standards do not apply to the following: projects solely for correction of code or health violations, roof replacements, vocational agriculture equipment projects, board of education central administration projects, and projects solely for purchase of a building (with no Alteration, Extension, or Renovation component).

In actual construction, districts are not limited to the maximum allowable square footage per pupil. However, grant reimbursement is reduced to reflect the degree by which a school exceeds the maximum allowable square footage. The maximum allowable square footage per pupil is compared to the actual square footage per pupil. If the resulting ratio is less than one, the building is considered to be oversized for grant computation purposes. Therefore, the ratio is applied to all project costs (except site and building purchase costs), and there is a corresponding grant reduction. For grant computation purposes, the grade range and projected enrollment for a project are applied to the table below to calculate a maximum allowable square footage per pupil.

Projected Enrollment	Pre-K and K	Allowable Square Footage per Pupil											
		1	2	3	4	5	6	7	8	9	10	11	12
0 - 350	124	124	124	124	124	156	156	180	180	180	194	194	194
351 - 750	120	120	120	120	120	152	152	176	176	176	190	190	190
751 - 1500	116	116	116	116	116	148	148	170	170	170	184	184	184
Over 1500	112	112	112	112	112	142	142	164	164	164	178	178	178



## Wethersfield High School Educational Specifications

October 7, 2011

The existing Wethersfield High School currently exceeds the maximum allowable size of 222,015 SF set by the Space Standards for an enrollment of 1,230 students. The existing building size calculation of 248,030 square feet is therefore in excess of the standard by 26,015 SF and will result in the reduction of the current reimbursement rate of 50.71% on eligible items. It is expected that the proposed additions to the existing building will further reduce the current 2011 rate of 50.71%. The exact rate will be a function of the highest student enrollment projection in the eight year window and the rate established for the Town of Wethersfield when the project is filed with the DOE. Additionally the current building area calculations that are on file with the Department of Education Bureau of School Facilities is 229,147 SF. This information will need to be update with the filing of any new project with the BSF and will be based on the square foot area calculation requirement identified by the BSF.

The reimbursement calculations and the net cost to the Town of Wethersfield noted below are based on the following assumptions:

1. Highest enrollment projection through 2013 of 1,230 based on Peter Prowda's Enrollment Projection of 2011
2. Existing building area of 248,030 SF
3. No Space standards waiver in the current calculations – (Approximately 6.2% or 15,000 SF is anticipated through the space standard waiver; however the final area will be based on review with the DOE).
4. Estimated ineligible cost of 3.5% (final value to be determined through the updated estimate).
5. Limited eligibility costs of 5% (final value to be determined through estimate).
6. Estimated Budget of \$71,813,433.00 was based on a construction start in July 2013. Under a construction start date of July of 2013 the budget must reflect escalation and changing market conditions. The design team has updated the budget to reflect an escalation of 2.5% over the a twenty two period. Based on a "Renovate As New" status project, the estimated costs to the Town of Wethersfield is:

- ❖ The cost to the Town of Wethersfield without the space standards waiver is estimated at \$43,619,551.00
- ❖ The cost to the Town of Wethersfield with eligible contingency expenditures is estimated at \$42,304,551.00
- ❖ The cost to the Town of Wethersfield with a 6.2% space standards waiver is estimated at \$41,022,000.00

Although QA architects has evaluated several options for the renovations and expansion of Wethersfield High School, the current building design concept, 6a, is the basis for all grant calculations.

*Under the project classification of 'Additions and Alterations', any work considered to be repair or replacement would not be eligible for reimbursement. For example, the cost of replacing the existing boilers is not reimbursable. However, the cost of adding new controls for the heating system would be eligible because they do not currently exist in the building. Several items are also limited in eligibility or not included in the scope of work because they would not be eligible for reimbursement. The updated budget for the limited renovation and additions approach referred to as option 4b is estimated at a cost of \$58,002,320.00. This would results in a net project cost to the Town of Wethersfield estimated at approximately \$40 million. It should be noted that this approach would not be a comprehensive update of the entire facility and would not meet the educational specifications. Additionally, Space standard waivers under this approach are seldom received.*

The estimated cost of a new facility based on the program space defined in the educational specifications is estimated to cost the Town of Wethersfield approximately \$67 million.

The Superintendent of Schools for the Town of Wethersfield can submit a written request for a space standards waiver, citing the factors such as inherent inefficiencies of the existing building design and changes in the program/curricular requirements in education that have impacted the physical plant, thereby exceeding the space standards. The waiver request is made to the Commissioner of Education and is typically reviewed with the Bureau of School facilities. The probability of a waiver request approval on a renovation and additions project is not high.

If the project was to be submitted under the 'Renovation' status, it would require all spaces to be renovated to an "as new" condition and the overall project costs will increase. However, all costs would be eligible for reimbursement, as applicable under a new construction project. The probability of an approval of the state standards waiver request is also greatly increased under this grant status. Based on the additional eligible area approved by the State Department of Education, the Town of Wethersfield would potentially receive the same reimbursement rate for the cost of the additional area deemed eligible.



#### State DOE Information on Reimbursement

The following information is from the State Department of Education and Connecticut General Statutes regarding limitations on reimbursement.

The laws governing school construction *limit* reimbursement for construction related to:

- Outdoor Athletic Facilities and Tennis Courts
- Natatorium (Swimming Pool)
- Retractable Bleachers
- Auditorium Seating Area
- Permanent Seating Area in a Gymnasium
- Board of Education Central Administration

Except for space for Board of Education Central Administration, grant reimbursement for each of these limited eligible items will further be impacted by Space Standards. Correction of cited code violations affecting the limited eligible areas is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project consists of code work related to any of the limited eligible items.

#### Outdoor Athletic Facilities And Tennis Courts

- Construction related to outdoor athletic facilities and tennis courts is limited to one-half of the reimbursement percentage assigned to an authorized project. (These are construction and development costs and do not include site acquisition costs.)
- If the relocation of outdoor athletic facilities or tennis courts is made necessary by construction at a school, the creation of outdoor athletic facilities or tennis courts to replace those affected are eligible at the *limited* rate of one-half of the reimbursement percentage.
- Upgrades to existing outdoor athletic facilities or tennis courts are considered maintenance and are ineligible for reimbursement. Exception: If the upgraded facilities have new/additional features which were not part of the prior facilities, then a proration may be done to allow the costs associated with the new/additional features to be eligible at the *limited* rate of one-half of the reimbursement percentage. The prorated value of the replacement portion remains *ineligible*.
- Correction of cited code violations affecting Outdoor Athletic Facilities and Tennis Courts is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Natorium (Swimming Pool)

Natorium space consists of the pool area, dedicated locker rooms/changing rooms, dedicated lavatories, observation deck, mechanicals, and any other related construction and associated design costs.

- Construction related to natatoriums is limited to one-half of the reimbursement percentage assigned to an authorized project.
- To be eligible for reimbursement, the natatorium must be under the control of the Board of Education and must be restricted to student use during normal school hours.
- Correction of cited code violations affecting the Natatorium is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Retractable Bleachers

Construction related to retractable bleachers (a.k.a. telescoping bleachers) is limited to one-half of the reimbursement percentage assigned to an authorized project:

- Correction of cited code violations affecting retractable bleachers is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Auditorium Seating Area

Within an auditorium, costs of construction may be fully eligible, limited eligible, or ineligible:



- Costs of construction related to all portions of the auditorium except the seating area are eligible at the *full* reimbursement rate assigned to the authorized project. (This would include: the stage area, surrounding anterooms, projection rooms, auditorium entrance, storage rooms, orchestra pit.)
- Costs of the seating area, aisles within and around the seating area, seats and installation, and the "building shell" encompassing the seating area are eligible at the *limited* rate of one-half of the reimbursement assigned to the authorized project.
- If the seating capacity for the auditorium is greater than one-half of the projected enrollment for the project, the auditorium is deemed oversized *for grant purposes*. In such cases, all costs associated with the excess area will be *ineligible* for grant reimbursement.
- If one-half of the highest projected 8-year enrollment divided by the seating capacity for the auditorium results in a number which is less than 1, a portion of the seating area costs for the project will be deemed *ineligible* for reimbursement.
- Correction of cited code violations affecting the Auditorium Seating Area is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Permanent Seating Area In A Gymnasium

- Costs of construction related to all portions of the gymnasium except the permanent seating area are eligible at the full reimbursement rate assigned to the authorized project.
- Costs of the permanent seating area, aisles within and around the seating area, seats and installation, and the "building shell" encompassing the seating area are eligible at the *limited* rate of one-half of the reimbursement assigned to the authorized project.
- Correction of cited code violations affecting the Permanent Seating Area in a Gymnasium is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply.

## RENOVATION

These are projects which comply with the definition of *Renovation* as stated in [Section 10-282](#) of the Connecticut General Statutes. Under this section, a *Renovation* is a school building project to totally refurbish an existing building and which results in the renovated facility taking on a useful life comparable to that of a new facility. While a *Renovation* may include some features of an *alteration*, it is much more comprehensive and must address all aspects of the building. The benefit of being classified as a *Renovation* is that many of the costs considered ineligible for reimbursement in an *alteration* may be considered eligible in a *Renovation*.

This project type was established in support of local decisions to renovate existing schools or to purchase and renovate existing buildings when doing so represents a cost-effective alternative selected after diligent consideration of constructing a new facility. If your district has a need for additional space due to increased enrollment, you might thoroughly research and pursue the alternatives of building a new school versus renovating a closed school building. In another situation, you might be reviewing the current and future educational adequacy of an old elementary school still in use. In order to provide a safe and appropriate learning environment, you might research and pursue the alternatives of building a new school versus renovating the existing school.

**Your grant application may include a request for *renovation* status, however, a project is not considered a *renovation* until the School Facilities Unit has reviewed your submissions and formally approved the project as a *renovation*. (These submissions would be made in accordance with the [Guidelines for Determining Eligibility of School Construction Projects for Status as Renovations as Defined in C.G.S. 10-282.](#))**

#### Examples of Renovations

- completely gutting a closed high school and converting it to a middle school
- completely gutting a vacant BOE office building and converting it to an alternative high school
- completely gutting a middle school and restoring it to *like new* condition for continued middle school use

**Reminder: These qualify as *renovations* only if approved by SDE after confirmation that they represent a cost effective alternative selected after diligent consideration of constructing a new facility.**



**GUIDELINES FOR DETERMINING ELIGIBILITY OF  
SCHOOL CONSTRUCTION PROJECTS FOR STATUS AS  
RENOVATIONS AS DEFINED IN C.G.S. 10-282**

1. The applicant must make written application for such status.
2. The applicant must have gone through a formal process of evaluating the proposed project. Professional estimates must be available to document that significant cost savings will result.
3. The entire facility must be brought into 100 percent compliance with all applicable codes (including handicapped accessibility) when this renovation project is complete. Partial renovations of an entire facility or complete renovations of a wing of a facility do not qualify.
4. The renovation must incorporate education technology capability throughout the facility, as recommended in the *Guidelines for Technology Infrastructure in Connecticut Schools*.
5. It must be determined by a structural engineer that the structural integrity of the original building has not been compromised and is adequate to provide for continued occupancy for a period of time comparable to that of a new facility.
6. A detailed report on all existing building systems must be provided, including HVAC and electrical systems, water, roofing, lighting, plumbing, energy monitoring, communications and security systems. Professional opinions must be provided that all systems will have a useful life of at least 20 years following the construction project.
7. All new and replacement windows must be energy efficient.
8. The site of the existing facility must be central to the area served and adequate to provide the educational programs offered.
9. Any other analysis deemed necessary by the Department to properly evaluate the request must be provided.

**Prior to pursuing requirements 3 through 9, districts are strongly advised to submit documentation in support of Item 2. Failure to receive SDE approval for Item 2 will negate any need to pursue Items 3 through 9.**

PAGE  
BREAK

17 Southwood Road  
Storrs, CT 06268  
March 8, 2012

Mansfield Town Council  
Mr. Matthew Hart, Town Manager  
Ms. Mary Stanton, Town Clerk  
4 South Eagleville Road  
Storrs, CT 06268

Item #15

Dear Council Members, Mr. Hart, and Ms. Stanton,

Would you please provide me with a copy of the timeline which depicts the schedule of repair and replacement expenses to be completed at the three elementary schools over the twenty year period that Mr. Rick of Lawrence Associates referred to last evening in his presentation before the town council. Would you also please provide the formula that was used to calculate estimated expenses over this long a period of time. In this regard, would you please include how the value of each anticipated expense was estimated, (materials and labor included), for a time period as distant as ten, fifteen, and twenty years?

Since the consultant maintains that the repair/renovation option has always been intended to encompass a twenty year process, then surely the timeline I have requested above already exists and has been reviewed by both the Mansfield Board of Education and the Town Council. Certainly this timeline must have been a factor in your decision-making process. Therefore, I assume that the information I have requested is readily available and that producing this information now is simply a matter of retrieving and copying it. Additionally, please provide me with the date when this information was completed by the consultant and originally presented to the Mansfield Town Council. I note that many of the figures and charts which portray costs of the various building options that have been made available to the public recently do not provide associated time projections.

After last night's meeting Mr. Hart maintained, as did Mr. Lawrence during his presentation, that the elementary school repairs were always intended to take place over twenty years and that it is upon this basis that the associated costs of the repair/renovation option were determined. I note that heretofore both the town manager and town council members alike have used the words "repair" and "renovation" interchangeably when describing this option. It is recorded in the minutes of the February 21, 2012, Mansfield Town Council meeting, that the Chairman of the Mansfield Board of Education also used the term "renovation" when referring to the three-school option which preserves the original elementary school buildings.

Moreover, at the special meeting of the town council on February 21, 2012, which was in preparation for the March 5, 2012 public hearing, and at which both Mr. Lawrence and the Newfield contractor were present, no member of the Council, or the public, was corrected when he referred to the three-elementary-school "renovation" project. When

the public asked questions about whether or not the “renovation” project qualified for “like new” status, or if the elementary schools qualified as less than 75% renovated, no indication was made by the consultant, or any town council member, that the project was only intended as “repair”, and meant to be continued over a twenty-year time frame. There were more than ample, as well as many particularly appropriate opportunities to provide this sort of clarification. To have not done so indicates to me that either the town council has never understood the full nature of the “repair/renovate” option or that you have been irresponsible in your communication with the public.

Why was the clarification by Mr. Lawrence of Lawrence Associates regarding the distinction between “repair” and “renovate” made after the public hearing and not before? If some members of the town council shared Mr. Lawrence’s understanding of the definition of “repair only”, and knew that these repairs were intended to occur over a twenty-year period, (essentially to constitute an enhanced regular maintenance program), why did they not clarify this for the public, and other council members, at the meeting on February 21, 2012 or at the March 5, 2012 public hearing? It would be disingenuous for any town council member to represent that he failed to do so because he believed that the public already understood that the three school “renovation” program was simply a repair program—one intended to extend over twenty years, rather than a one-time repair and renovation program expected to last for twenty years.

I believe that the consultant played with the prepositions “for” and “over” last evening. A project can be intended to last “for” twenty years or occur “over” twenty years. What has become clear to me is that the public has never been presented with a seriously calculated renovation project for the three elementary schools. More importantly, no truly sound case has been made to justify large-scale building and expense at this time, given the current and foreseeable Mansfield financial environment.

I would also like to ask that the town clerk provide to the town council, for the public record, a list by name of the people who spoke at the March 5, 2012 public hearing on the “Proposed School Building Project”, along with identification of each speaker’s position regarding the building options. At last night’s special town council meeting Councilman William Ryan provided, for the public record, a tally of speaker’s positions concerning the school options. I do not believe that it was accurate.

Thank you.

Sincerely,

Alison Hilding

To: Mansfield Town Council Members, Matt Hart, Town Manger, Cherie Trahan,  
 Director, Department of Finance  
 From: Alison Hilding *Alison Hilding*  
 Date: March 26, 2012  
 RE: Mansfield's effort to achieve the "renovate like new" status along with the higher reimbursement rate for renovation of the three elementary schools.

**Notes for comments to be delivered orally at the Mansfield Town Council meeting  
 March 26, 2012.**

Concerning the March 22, 2012 memo from Cherie Trahan to Matt Hart (attached) would you please answer the following questions:

When Ms. Trahan and Mr. Baruzzi met with the staff of the Bureau of School Facilities in the CT Department of Administrative Services (formerly of the Department of Education) in December 2011, did they address the option of renovating the three elementary schools with the bureau staff, or did they only address the two-new elementary schools option?

At what date, and to whom, of the Bureau of School Facilities have Trahan and Baruzzi, or any other official representative of the Town of Mansfield, presented an itemized and quantified list which details the components of the Rick Lawrence Associates \$95 million budget projection for renovation of the three Mansfield elementary schools? If this estimate and its specific components has been provided for review to the Bureau of School Facilities, what was their response? Who responded for the Bureau, at what date, and was this response delivered in writing or orally at a meeting or by phone?

Has any Town of Mansfield representative, including but not limited to Ms. Trahan and Mr. Baruzzi, had a discussion with any representative from the Bureau of School Facilities concerning whether or not any, or all, of the three Mansfield elementary schools might qualify for the "renovate like new" status and the higher reimbursement rate? Has anyone from the Town of Mansfield, at any point in this school building review process, told representatives from the Bureau of School Facilities that they would like to renovate the schools rather than build new? Has any official representative of the Town of Mansfield asked for the state's help in figuring out how the elementary schools might qualify for the higher "renovate like new" reimbursement rate? If so, when, who, and with what staff member of the Bureau of School Facilities did this communication occur?

Has Lawrence Associates ever presented to the Mansfield Board of Education, the Mansfield Town Council, or the Mansfield Department of Finance a clearly and fully detailed list of expenses which adds up to the \$95 million Lawrence Associates has projected for renovating the three elementary schools? If so, when, and to which of the town's councils, boards, or departments was this detailed list provided? Was the

document dated? If a detailed itemization of the Lawrence Associates \$95 million renovation projection exists, may I please have a copy of it?

When the calculations were done by Lawrence Associates to determine if the three Mansfield elementary schools qualified for the State of CT higher "renovate like new" reimbursement rate, how was the square footage of each school computed? Were the portables included or not? Has the Mansfield Board of Education, Town Council, or Department of Finance ever been presented by Lawrence Associates with a list which categorizes as alteration, repair, code improvement, etc, all of the work to the physical plant of the three elementary schools that has been completed over the past thirty years?

It is my understanding that how the historical construction work completed over the past thirty years is categorized or classified, such as "alteration", "repair", or "improvement" is key to determining whether 75% of each building has been "renovated" or not. I believe that there may be some discretion concerning the way completed work may be classified. Depending on what outcome a school system, or a consultant, wants to achieve, improvements to the physical plant may be assigned to one category or another, albeit with limitations. Likewise, how you compute the square footage of each building (such as including the portable classrooms or not) necessarily affects the percentage of the previously "renovated" space.

Nothing I have seen to date has convinced me that either Lawrence Associates or the Town of Mansfield has made a serious effort to qualify for the State's "renovate like new" status and the higher reimbursement rate.

Lastly, could you please tell me when, and by whom, a thorough study was made of the suitability of the land around Southeast School for a new and larger septic system? Was appropriate soil excavation done at that time to determine the soil drainage type? Are records available that document this investigation? Could you please provide me with a copy of this document, or alternately, tell me how I might access these records?

Thank you.



# Town of Mansfield

## Department of Finance

**To:** Matt Hart, Town Manager  
**From:** Cherie Trahan, Director  
**CC:** Fred Baruzzi, Superintendent of Mansfield Public Schools  
**Date:** March 22, 2012  
**Re:** School Building Project - Option A Concerns

Following the Public Hearing for the School Building Project on March 5, 2012, Rick Lawrence spoke to me regarding the Option A discussions and comments. He was very concerned that there was a misunderstanding as to what Option A was going to do for us and more importantly, how long Option A would take to complete. After listening to the numerous points he made, I suggested he prepare a list of his concerns so that we could discuss them at the Special Council meeting on March 7th. The primary concern was that all citizens understood not only what the end result would be, but what the process would be to get there, not to cast blame. Regretfully, that seems to have been the interpretation.

From my perspective, the sheer number of projects that are still under consideration, along with the time delay between our reviews has made it extremely difficult to keep clear the fine differences between them. Over the past 6 years we have analyzed and reviewed approximately 10-12 different versions. As was pointed out, we ourselves continue to fall back on the term "renovation" even though Rick has repeatedly explained the difference at the workshops. However, understanding the importance and impact of this project on the entire community, going forward I believe the factual points regarding Option A are important to remember:

1. Option A is basic repairs/maintenance/alterations to maintain the buildings to be completed over a 20 year period.
2. The cost estimates were based on completing the project over 20 years to mitigate the impact on the students. Work would need to be done over vacations and summer break because there is insufficient swing space to move the students to while work is being done. To shorten the implementation of this option would increase the cost of the option.
3. Based on our conversations with the School Facilities Unit, we do not believe we will receive the higher reimbursement rate for the alterations in Option A because we do not qualify for "renovate to new" status. However, we will continue to monitor any further clarifying information from the State.

I hope this information is helpful and that we can assist the Council in moving forward with their deliberations.

Photo: iStockphoto.com/Steve White, Corning School District, East Seneca, NY

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March 10, 2012

# Deficits Push N.Y. Cities and Counties to Desperation

By DANNY HAKIM

ALBANY — It was not a good week for New York's cities and counties.

On Monday, Rockland County sent a delegation to Albany to ask for the authority to close its widening budget deficit by issuing bonds backed by a sales tax increase.

On Tuesday, Suffolk County, one of the largest counties outside New York City, projected a \$530 million deficit over a three-year period and declared a financial emergency. Its Long Island neighbor, Nassau County, is already so troubled that a state oversight board seized control of its finances last year.

And the city of Yonkers said its finances were in such dire straits that it had drafted Richard Ravitch, the former lieutenant governor, to help chart a way out.

Even as there are glimmers of a national economic recovery, cities and counties increasingly find themselves in the middle of a financial crisis. The problems are spreading as municipalities face a toxic mix of stresses that has been brewing for years, including soaring pension, Medicaid and retiree health care costs. And many have exhausted creative accounting maneuvers and one-time spending cuts or revenue-raisers to bail themselves out.

The problem has national echoes: Stockton, Calif., a city of almost 300,000, is teetering on the verge of bankruptcy. Jefferson County, Ala., made the biggest Chapter 9 bankruptcy filing in history in November and stopped paying its bondholders. In Rhode Island, the city of Central Falls declared bankruptcy last year, and the mayor of Providence, the state capital, has said his

city is at risk as its money runs out.

New York City's annual pension contributions have increased to \$8 billion from \$1.5 billion over the past decade.

"We really are up against it," Mayor Michael R. Bloomberg said during a recent trip to Albany, urging the state to reduce pension benefits for future public employees. In a radio interview on Friday, Mr. Bloomberg noted the spreading financial woes of local governments, saying, "Towns and counties across the state are starting to have to make the real choices — fewer cops, fewer firefighters, slower ambulance response, less teachers in front of the classroom."

And Thomas S. Richards, the mayor of Rochester, recently described a grim situation facing New York's cities in testimony to the State Legislature, saying, "I fear that Rochester and other upstate cities are approaching the point of financial failure and an inevitable financial control board — as is the case in Buffalo — unless something is done now."

The concerns of municipal officials are validated by the ratings agency Moody's, which downgraded the debt of Rockland County and Utica last month, and Yonkers and Long Beach last year. New York is hardly alone, and certainly not the worst; for four straight years, Moody's has had a negative outlook for the country's local governments. And the problems are likely to persist.

"We expect that the pressure from fixed expenditures, and pensions in particular, will continue to be a strain," said Geordie Thompson, a Moody's analyst. "This is where the budgetary tradeoffs will continue to be difficult. There will have to be tradeoffs that will have to be made to make those payments."

Pension costs are a particular problem. The stock market collapse of 2008 decimated public pension fund investments, and municipalities are now being asked for greater contributions to make up for the losses. The impact has been drastic: Three percent of New York property tax collections were used to pay pension costs in 2001; by 2015, pension costs are expected to eat up 35 percent of property tax collections.

Falling property values have also affected cities and towns because lower assessments hurt

property tax collections.

The state is taking some steps to ease municipal burdens, but they come with risks. A relatively new plan allows municipalities to borrow from the state pension fund, with interest, a portion of their required contributions to the pension system.

“It’s the worst thing that you can do financially,” said Steve Bellone, the Suffolk County executive. “But when you are up against the wall and you have a county that has used every one-shot revenue that it can possibly use already, and you’re facing a deficit of huge proportions, suddenly that becomes not such a bad option.”

Suffolk and Nassau are borrowing a combined \$85 million this year to pay their required contribution into the state pension system.

“That’s where we’re at today,” Mr. Bellone said. “We are in a financial crisis.”

In an interview, Mayor Stephanie A. Miner of Syracuse said that “this is uncharted water, in terms of fiscal crisis.” Her city asked Syracuse University for help, and last year the university agreed to pay \$500,000 a year for five years to help bail the city out.

But Syracuse still faces a deficit that threatens to deplete its reserves. The city has cut 125 jobs in two years, transferred a city-run senior center to the Salvation Army and consolidated its purchasing with the county’s. It is now considering charging residents extra for picking up televisions with their garbage.

Like many other mayors, Ms. Miner blamed the state government for passing unreasonable costs, like pensions and other mandates, on to municipal governments.

“Unless Albany changes its policies,” she said, “we will be dead.”

Gov. Andrew M. Cuomo is suggesting new strategies, proposing in his budget to allow municipalities like Albany to receive millions of dollars more in state aid over the next fiscal year in exchange for receiving less in the future. The governor is also proposing that the state assume a greater share of Medicaid cost increases borne by local governments, and that state and local governments be allowed to reduce the pension benefits of future public workers.

"The administration is monitoring each situation closely and remains in direct contact with local officials to find ways the state can be helpful to get them through these very difficult times," Josh Vlasto, a spokesman for the governor, said.

The crisis has been forecast by financial experts for some time, in part because municipalities often lag the national economy, meaning that their troubles can crest even as problems for the state and federal governments ease.

"These municipalities will not recover when the economy recovers," said Richard Brodsky, a former assemblyman who is advising Yonkers.

"Everybody was complicit in this tsunami, and now it's landing, but not in Washington or Albany," he said. "It's in places like Yonkers, where the choice is between school kids and safe streets."

C. Scott Vanderhoef, the Rockland County executive who was the Republican Party's nominee for lieutenant governor in 2006, said his county's \$52 million deficit had accumulated over the past four or five years. The county legislature rejected proposed layoffs and service cuts in the budget, so the county is seeking to issue bonds to help bridge its budget gap.

"We don't want to become Erie County or Nassau County," he said, referring to two counties whose finances are overseen by control boards. "I think you'll see a dropping off of the programs that many counties now view as important — law enforcement, economic development, parks and recreation. Those kinds of programs will disappear. Counties will become welfare and Medicaid managers."

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March 14, 2012

## Foxwoods Is Fighting for Its Life

By MICHAEL SOKOLOVE

Nearly everything about the Foxwoods Resort Casino is improbable, beginning with its scale. It is the largest casino in the Western Hemisphere — a gigantic, labyrinthine wonderland set down in a cedar forest and swamp in an otherwise sleepy corner of southeastern Connecticut. Forty thousand patrons pack into Foxwoods on weekend days. The place has 6,300 slot machines. Ten thousand employees. If you include everything — hotel space, bars and restaurants, theaters and ballrooms, spa, bowling alley — Foxwoods measures about 6.7 million square feet, more than the Pentagon.

The owner of this enterprise is the Mashantucket Pequot Tribal Nation. Once powerful and even feared, the Pequots were nearly extinguished in one day — in fact, in just one hour — when English colonists and their Indian allies attacked and torched the main Pequot village near Mystic in the spring of 1637. The survivors were sold into slavery or given over to neighboring tribes. The colonists even barred the use of the Pequot name, “in order to cut off the remembrance of them from the earth,” as the leader of the raiding party later wrote.

In the early 1970s, just one resident remained on a Pequot reservation in Ledyard, now the site of Foxwoods — an elderly woman named Elizabeth George. Her grandson was Richard Hayward (known as Skip), a pipe welder and a former short-order cook with an audacious vision, innate political skills and a flair for dealmaking. Through his efforts, the tribe won federal recognition in 1983. In 1986, it opened a high-stakes bingo hall. Full-blown casino gambling came to Foxwoods in 1992 and in the two decades since has produced not millions but billions of dollars of revenue. Not surprisingly, the casino and its largess rejuvenated the tribe, whose population is now about 900. (Members trace their bloodlines to 11 Pequot families counted in a 1900 census.)

These days the tribe is dealing with the latest improbability in its turbulent history: financial havoc. The casino is underwater, like a five-bedroom Spanish colonial in a Nevada subdivision. The Pequots misjudged the market, borrowed too much and expanded unwisely. Foxwoods's debt is on a scale befitting the size of the property — \$2.3 billion.

It would be easy to look at what has occurred at Foxwoods and think, Here are people who fell into money and didn't know how to handle it. Which happens to be true. But how the casino reached this point, and the challenges its owners and operators now confront, is part of a much larger story — one involving the gradual relaxation of moral prohibitions against gambling, a desperate search for new revenue by state governments and the proliferation of new casinos across America. Casino gambling has become a commodity, available within a day's drive to the vast majority of U.S. residents. Some in the industry talk of there being an oversupply, as if their product were lumber or soybeans.

Foxwoods has had its own in-state competition since 1996 from the Mohegan Sun, which lies just west, across the Thames River. Owned by the Mohegan Tribe, it is a more modest property, though only by comparison — Mohegan is the second-largest casino in the hemisphere. In October, a casino opened at the Aqueduct racetrack in Queens with 4,500 slot machines, and Gov. Andrew Cuomo is pushing an expansion plan for the site that includes a hotel and what would be the nation's largest convention center. And lawmakers in Massachusetts recently voted to issue licenses for a slots parlor and three full resort casinos — an especially ominous development for the Connecticut casinos, which draw about 30 percent of their clientele from Massachusetts, because many gamblers are ruled by what is known in the business as the law of gravity. They stop where the pull is the strongest, which is usually the nearest casino.

**Scott Butera** is Foxwoods's chief executive, its seventh since 2007. Some of the Pequots call him Eagle, for Eagle Eyes, because he notices everything, whether it's an error in a financial document or a slight stain in a carpet. Some also refer to the tall, gaunt Butera as Woody, after the character in the "Toy Story" movies. Butera, who is 45, has managed troubled casino operations for Donald Trump and Carl Icahn, so he is accustomed to difficult bosses and jobs. In the industry, he is known as a turnaround artist. "My wife keeps telling me to get out of the restructuring business," he said recently as we sat in his spacious office across from the Grand Pequot Tower, one of several high-rises in the Foxwoods complex. "It just sucks you dry."

This job is Butera's most complex yet. The initial lender to Foxwoods was Genting, a Malaysian conglomerate, but the tribe is now indebted to an enormous tangle of banks and bondholders. The fact that Foxwoods is on sovereign tribal land complicates everything. It means the lenders cannot foreclose and take control of the gambling operation but also that Foxwoods probably doesn't qualify for Chapter 11 — a conundrum that Butera described as “sort of like being stuck in no man's land” and one that financial backers of Indian casinos apparently did not foresee until Foxwoods tanked. “We have six layers of creditors and, within each layer, 20 to 40 institutions,” Butera told me. “It's unbelievable. What you have to do is convince them that \$2.3 billion of debt is not worth \$2.3 billion. And it's not. Our junior debt was trading at 5 cents on the dollar. So you want to come to a place where even though the lenders are getting a haircut on the face value, they know they're getting an incredible lift on what it's actually worth. That's the magic.”

Butera's interactions with the Pequots, his bosses, involve a different kind of magic — something more like family therapy. The tribe built new housing, a child-development center, ballfields and tennis courts, a spacious community building with a health club and an indoor-outdoor pool; just about everything on the reservation, which lies “across the swamp” from the casino, as tribal members put it, is faced in exquisitely crafted stone. The *pièce de résistance* was a \$225 million museum to commemorate the Pequots' tragic history and stunning resurrection.

The costliest regular expenditures were the annual dividends of at least \$100,000 given to each adult member of the tribe. Cumulatively, they amounted to as much as \$500 million over nearly two decades. They were called incentive payments, though for many they were actually disincentives to work. Children began getting the disbursements when they turned 18. Luxury automobiles abounded. The payments stopped just before Butera arrived in late 2010, and more Pequots have been going to work at Foxwoods. “You had this big moneymaking enterprise with a limited amount of mouths to feed,” Butera said. “But everything's about austerity now. It's no different than what a family would do. You've got to get rid of the cable TV. You've got to get rid of the Cadillac. You're not going to go out to eat anymore.”

Butera and I set off on a walk around Foxwoods's gambling floors and hotel and retail spaces, a tour he takes a couple of times a day. He was limping, though not as badly as before recent hip-replacement surgery. He had put off the operation as long as he could but decided that the

leader of such a struggling venture should not look as if each step he takes may be his last. "Have you been up to the Paragon?" he asked me, referring to a rooftop restaurant and casino designed for high rollers. "We have like 15 kinds of Brazilian wood in there. It's just insane." He said he had seen plans for future improvements, all based on expectations that the money would never stop flowing. "Incredible, creative stuff," he said. "Water parks. Monorails. Indoor skiing. It was going to be Disneyland under a glass roof."

The glamour and sexiness of casinos can be highly overrated. Depending on your mood (and how much you've had to drink), Las Vegas can be alluring, weirdly fascinating or just disgusting. Foxwoods, under any circumstances, is not really sexy. It's New England. The furniture in the hotel rooms is big and overstuffed and makes you think about curling up and reading a book. (A renovation to modernize them is under way.) Some of the retail space in the vast corridors between its four large casinos is meant to look like a flea market. In one of these hallways, a brick facade has a sign that says "Town Hall" and is meant to evoke . . . well, it's not clear. Perhaps a polling place for the New Hampshire primary.

**Foxwoods planned to** close at 2 a.m. after its grand opening on Feb. 15, 1992, but hundreds of gamblers remained inside, so the lights stayed on, the dealers kept dealing and ever since — through hurricanes, blizzards and national crises — it has remained open every minute of every day. The region was starved for gambling. Located halfway between New York City and Boston, Foxwoods expanded as quickly as it could build, adding casino space and hotel rooms with little regard for cost or coherence.

In 2006, the tribe began construction on a new tower, the MGM Grand at Foxwoods. The project is what finally sent Foxwoods into a financial tailspin. By the time it opened in 2008 — with 800 hotel rooms, 1,400 slot machines and a 4,000-seat theater — the recession had hit and was deepening. "I can understand the mind-set at the time that behemoth was coming out of the ground," Rodney Butler, who was elected chairman of the Pequot tribe in 2009, said when I visited his office. "The human spirit wants to believe that everyone is entrepreneurial. And it's fun to do, right? You figure you had one great success, you can have more. That's the American way."

It was not just entrepreneurial zeal that caused the Pequots to overreach. "Every consultant, every analyst and every banker on the planet encouraged us to keep getting bigger," Butler said.

“If it wasn’t for that, I’d say, Jeez, maybe we’re just idiots. But these were smart people. Then we opened the doors at the MGM Grand, and five months later, Lehman crashes and the world falls apart.”

Some people erroneously address Butler as Chief, a ceremonial and spiritual position that the Pequots have not filled for decades. If you didn’t know his background, you might assume he is a light-skinned African-American. The 11 family lines include strains of many other ethnicities, and most Pequots are a mix of several. Some just look white. (In “Hitting the Jackpot,” published in 2003, Brett D. Fromson documents a history of racial tension in the tribe that deepened with the building of Foxwoods and the money it produced.) Butler, 35, played football at the University of Connecticut, earned a degree in finance and serves on the board of the local United Way. He is analytical and low-key, a contrast to Skip Hayward, the tribal leader who cut the deals that built Foxwoods in a joint called Mr. Pizza and held court late into the night at local bars.

I told Butler that I found the Pequot Museum impressive. “You don’t think it’s a little over the top?” he said. Well, yes, but the exhibits make clear, in a way a casino never could, that the Pequots were a significant people whose reach once extended across much of southern New England. In the raid that nearly wiped out the Pequots, the Mohegans were among the colonists’ primary allies. “And now we’ve got dueling casinos,” Butler said. “This year will be the 375th anniversary of the year they rallied against us with the colonists. There’s still some bad blood over that, a little animosity, but mostly, we recognize them as our cousins, and we work well together.”

The Pequots, even with their substantial political clout in Connecticut, may not have been able to keep the Mohegans out of the casino market. But they never really mobilized against them. “They thought the cluster of casinos would bring more business,” Butera told me. “It didn’t work out that way. Would we be better off if Mohegan wasn’t here? Yeah, but they’re not going away.”

The Mohegan Sun enjoys several advantages, starting with its location. It is just off an exit on I-395, while Foxwoods is a 20-minute ride down a winding two-lane road. Mohegan has a younger clientele and a hipper vibe. When you enter its main hotel lobby, you notice right away that the lighting is better and the music more current. The idea behind Foxwoods’s new MGM

Grand Tower was to add an element of glitz and to create an ambience — right down to the revealing outfits of the servers in the casino — that might attract some of Mohegan’s younger patrons.

Mohegan is smaller, but in recent years it has generated more revenue. The Mohegans own a second casino, in the Pocono Mountains in Pennsylvania, and are expected to compete for a license in Massachusetts. (Foxwoods won a license to build a casino in Philadelphia, but its financial problems prompted the state’s gaming control board to revoke it in 2010.) The Mohegan Sun has struggled recently, too, and the tribe is seeking to restructure its debt, but the casino’s problems are not considered as deep, and its management has been more stable and nimble. Speaking to a gathering of financial analysts in 2009, Mitchell Etes, the Mohegan Sun’s C.E.O., said, “We’ve been very cautious, especially lately, to make sure everybody realizes we’re not Foxwoods.”

**Casinos came to** Nevada in 1931 and were not legalized anywhere else in the U.S. for nearly five decades, an indication of how many Americans regarded gambling as squarely within the realm of vice and sin. In 1978, casinos opened in a second location, Atlantic City. It is not coincidental that the seaside resort was already a fallen place, poor and crime-ridden and hanging on to its one unique attraction, the annual Miss America Pageant.

You can still hear echoes of a time when gambling was widely considered wicked. When Rodney Butler raised the prospect of dropping the gambling age in Connecticut from 21 to 18 and allowing liquor sales until 4 a.m., The Hartford Courant’s editorial page objected, writing, “Why not just open a brothel?”

Resistance to gambling, however, has been overwhelmed by the need for new sources of public revenue in an era when it has become nearly impossible, at any level of government, to raise taxes or even to let temporary tax cuts expire. A kind of self-perpetuating momentum fuels gambling’s growth: the more states that legalize it, the more politicians in states that haven’t done so argue that if their citizens are going to throw money into slot machines, they might as well do it at home. “Those people would lose that money anyway,” Ed Rendell, the voluble former governor of Pennsylvania, said in a tense appearance on “60 Minutes” last year. Teeth clenched, he continued, “You’re simpletons, you’re idiots if you don’t get that.”

Butera reacts to the debates over gambling with a sense of amusement. “Few governors or

senators or House members want to say, 'I absolutely love having casinos in my market,' " he said. "It's more like: 'We can manage this. And here's what we'll do. We'll put it in the right place, it won't impact our society too much and we'll make some money.' "

Casino gambling exists in 36 states. Congress passed the Indian Gaming Regulatory Act in 1988, and around 450 Indian casinos now dot the American landscape. Some are no more than trailers on barren, remote land, but several are large resort casinos near major population centers.

Connecticut's agreement, or compact, with the Pequots permits various table games at Foxwoods, including blackjack, poker and roulette, along with lesser-known games of chance like chuck-a-luck, pan game, money-wheels and bouncing ball. The main action at Foxwoods and everywhere in the U.S. casino market, though, is slots, which in most casinos account for at least 70 percent of gambling revenues. Foxwoods agreed to pay the state 25 percent of the "hold" from slot machines — the money that gamblers put in and is not returned to them in winnings. While casino opponents in Connecticut have attributed increased traffic, crime and gambling addiction to Foxwoods and Mohegan, those problems would have to be breathtakingly deep and costly to equal the dollars that have flowed to the state.

In January, Mohegan's hold from its slots was \$52 million; Foxwoods's was \$46 million. Connecticut's share from both came to \$24.8 million. Over the last two decades, the monthly payments have added about \$6 billion to the state treasury. About half of that is estimated to have come from out-of-state residents, the majority of them from Massachusetts and New York. "Some states weren't paying attention — they just thought Indian casinos were going to be big bingo halls," Clyde W. Barrow, director of the Center for Policy Analysis at the University of Massachusetts, Dartmouth, and an expert on the New England casino market, told me. "Connecticut was ahead of the game. They understood the potential."

Non-Indian gambling operations, known as commercial casinos, have multiplied in every region of the country: from the stolid Midwest, where Iowa alone has 17 commercial casinos, to Mississippi's Gulf Coast, which has become a mini-Las Vegas, to the mid-Atlantic region, the latest boom market. A proposed \$1 billion casino in Maryland has attracted powerful business and political support. It would be on the banks of the Potomac, about 10 miles south of the White House.

Most people probably would not guess which state reaps the most revenue from its casinos. It is Pennsylvania, which in 2010 collected \$1.3 billion from slots and table-game revenues. The state had just 10 casinos, but Rendell negotiated an agreement that requires them to turn over 55 percent of the hold from their slots to the state — an advantageous deal for the public and one that showed other states what casino owners will tolerate to gain entry into a market. “It is considered a privilege to be in this industry, and we pay for that privilege in very high taxes,” Frank Fahrenkopf, the president of the American Gaming Association, told me when I visited his office in Washington.

The silver-haired Fahrenkopf, a chairman of the Republican National Committee in the Reagan years, is known as an adroit Washington player, the type who can make light of his high status while also fully inhabiting it. He showed me what he called his “I love me” wall, pictures of him with other important people. “Everybody in Washington has to have one,” he said. “That’s me with Helmut and Margaret,” he said of one picture, signaling his first-name relationships with Helmut Kohl and Margaret Thatcher.

The A.G.A. represents only commercial casinos, 566 of them in 22 states. An economic impact study commissioned by the organization last year counted \$34.6 billion in nationwide gambling revenues in 2010. That represents money that individuals bet, lost and left behind in casinos. According to the study, casinos supported 820,000 jobs, created \$125 billion in spending and accounted for close to 1 percent of the U.S. gross-domestic product. (Those figures come from only commercial casinos. Foxwoods, Mohegan and other Indian casinos were not included.) “I know there are people who hate this industry and who are always going to hate this industry,” Fahrenkopf said. “If you look at polling, it’s a solid 15 percent, and the other 85 percent are O.K. with it. But you see the contribution we make, in terms of jobs, and the taxes we pay. We’re proud of that.”

The name of the organization Fahrenkopf leads, the American Gaming Association, drops the “b” and the “l” from “gambling.” In fact, no one in the casino business says “gambling.” They are in the business of “gaming” — an enterprise that could not exist without euphemisms and various legal workarounds. There are, for example, the so-called riverboat casinos that get around prohibitions against gambling on land; most of the boats never leave the shoreline. Some Midwest casinos are plopped down in shallow water in concrete basins and are known as “boats in a moat.”

The racino, a more recent innovation, is a slots parlor built at an existing horse-racing track — ground already touched and therefore tainted by gambling. In February, I took the A train from Midtown Manhattan to South Ozone Park in Queens, where a racino has been joined to the century-old Aqueduct racetrack. It is called the Resorts World Casino New York City and is owned by a subsidiary of the Genting Group, the corporation that financed the construction of Foxwoods. Even on a Monday afternoon, thousands of people — white, black, Asian and Hispanic, drawn from the great melting pot of Queens and nearby boroughs and suburbs — were playing the slot machines. Except technically they weren't slots, but video lottery terminals, or V.L.T.'s.

What's a V.L.T.? It's a slot machine.

Under New York state law, however, slots are illegal. With a V.L.T., the result of each play is determined by a central computer and not by circuitry within the machine itself, as is the case with slot machines. That somehow makes it legal. Most gamblers wouldn't notice a difference, and no one I talked to inside Aqueduct, not even people who worked there, had ever heard of a V.L.T.

Governor Cuomo wants New York to change its state constitution to permit Las Vegas-style gambling with table games, live dealers and slot machines that can be called slot machines. His pitch is based on the prospect of gaining new revenues for the state — and overturning the hypocrisy of the current system. "In a perfect world, there would be no casinos," he told the editorial board of The Syracuse Post-Standard in February. Referring to New York's "hodgepodge" of Indian casinos and state-sanctioned racinos, he said: "We have 29,000 gambling machines in this state, more than Atlantic City. . . . You have gaming! You're just in denial of the reality."

**A casino floor** can seem like a throwback to a time decades ago when personal habits were judged less harshly and physical fitness was not considered such a virtue. "Sometimes, it's a beautiful day out, and you think to yourself, Oh, God, nobody's going to come in here," Scott Butera told me in one of our conversations. "But they do. Our crowd wants to sit in front of a slot machine, smoke a cigarette and drink. They're not going water skiing out at Mystic Seaport."

A substantial number of casino patrons have mobility issues, and you see a lot of wheelchairs.

People who work on casino floors take pride in getting to know their regular customers, the names of their children and grandchildren and even their health issues. "You look around here, and 45 is young," Butera said as we walked between rows of slots at Foxwoods.

The slot machines themselves, in the cartoonish and often hilarious political incorrectness of their imagery, hark back to some other era — for example, crudely drawn geishas, Asian "emperors" and a "bandito" in a game called More Chilis that would embarrass the proprietor of the lowest-end Tex-Mex joint you can imagine. At the casino industry's big annual convention in Las Vegas, which is in part a trade show for slots manufacturers, a machine called Girls Day Out included a leather purse and a purple cocktail dress among its spinning icons. The featured icons in its companion game, Guys Night, were things meant to get men excited: dancing girls, cigars, overstuffed hamburgers. The big new rollout at the show was a "Ghostbusters" slot machine, a homage to the 1984 movie. The game's audio played a section of dialogue from the movie, which seemed like a sly insertion of the designers' dark humor: "We'd like to get a sample of your brain tissue."

Foxwoods does have table games, including blackjack and poker. Most casinos of any size court big players, those who will risk hundreds of thousands or even millions of dollars. High rollers are brought in by private jet and helicopter, installed in sumptuous suites with butler service and sometimes granted specially tailored rules on their game of choice. In some cases, casinos will even agree in advance to discount losses: if a player comes in with, say, a \$1 million bankroll and loses it all, \$200,000 will be returned.

The table games pose some risk for casinos. When I was at Foxwoods, the casino had just been "beaten," as Butera put it, for close to \$1 million by a blackjack player. "It happens," he said.

Butera told me about another blackjack player who had recently beaten several Atlantic City casinos for more than \$15 million. According to published reports, the player, a Pennsylvania businessman named Don Johnson, won \$5.8 million at the Tropicana in just 12 hours. The word in the industry was that Johnson benefited from his own solid strategy, a run of great luck and rules that were tilted too much in his direction. He apparently was allowed to bet relatively small amounts when the deck was not in his favor, and up to \$100,000 on a single hand when it was. (Also, under typical casino rules, if a blackjack player is dealt two aces, he can split those aces and play two hands, but if he gets another on the next deal, he can't split again. Johnson

was allowed to split aces a third and even a fourth time.)

The lesson that Butera and others on his management team drew was that the Atlantic City casinos had negotiated away too much of their house advantage, something they said was common at Foxwoods under previous management teams. Butera told me that he has instructed those under him to “just say no and let a guy walk down the street and play somewhere else” rather than agree to rules that shave off too much of the casino’s advantage. We were on the gambling floor, and Butera was focused, as he often is, on his dealers. He wants them to be friendly and to “root for the player to win” but to keep the game brisk. “The more hands a player is dealt, the better it is for us,” he said. Butera, who has an M.B.A. from N.Y.U., invoked a gambling term — “vig,” short for “vigorish,” meaning the house’s cut of the action. “The math is the math,” he said. “Over time, we’ll make our vig.”

**At the annual** Global Gaming Expo in Las Vegas last October, I listened as A. K. Singh, a mathematician and professor of gaming at the University of Nevada, Las Vegas, advised a roomful of casino executives that they could probably increase the hold on their slot machines by a percentage point or two without losing business. He said that some academic literature suggested that skilled slots players would notice, but he disagreed. “What is a skilled player?” he said with a laugh. “There is no skill.”

The difference between table games and slot machines is that slots are entirely predictable. They’re like A.T.M.’s, but in reverse — programmed to take money from players, usually about 9 cents of every dollar wagered, while producing frequent near misses, the illusion that a big jackpot was at hand if only, say, just one more overstuffed burger had landed on the pay line. The lower the house’s hold on a slot machine — and the higher the number of small payouts — the longer a player’s T.O.D. (time on device). It’s a fine balance. Casinos want customers to lose their money, but not so rapidly that they’ll feel the whole experience was a bummer and not want to return.

The gaming confab, known as G2E, offers a sort of crash course in the state of the industry. “We have the power to control luck,” Michael Meczka, a veteran casino marketing consultant from Los Angeles, said at another session. But much of the rest of his presentation was about the uncertainty gripping the business, what casinos cannot control. His remarks, in fact, were a bit grim — they reminded me of the despair you hear in the newspaper business over the advanced

age of the core customers and the fear that younger people do not like the product enough to replace them.

Millions of younger Americans who like to gamble are playing online poker, hosted on offshore sites. They may never become casino habitués. So at the same time that brick-and-mortar casinos are proliferating, the demographics may be working against the industry. The A.G.A. is lobbying for legalization of online poker in the United States and for strict regulation of it — a rare case of an industry's seeking regulation. The strategy would likely put those who already own casinos in a favored position in the new online world.

The big buzzword in the business right now is “cannibalization.” It refers, in this context, to casinos' gobbling up one another's customers, which for some of them may be the only route to survival. Fahrenkopf, the A.G.A. president, said he was not worried. “What about Starbucks?” he said as I sat in his Washington office. “A block east of here, a block west, a block north is a Starbucks. How much is too much? The market will decide.”

Las Vegas, still the anchor of the gambling industry in the U.S., was battered by the recession, and its revenues from gambling still lag far behind 2007 levels. The city's recovery could be hurt by a building boom in big Indian casinos in California — and, over time, by new properties in New York, Massachusetts and other Northeast states. The biggest winner in Las Vegas in recent years has been Sheldon Adelson, chairman of the company that owns the Venetian, but what has made him one of the wealthiest men in the world is not his U.S. holdings but his ownership of hugely profitable casinos in the Chinese territory of Macao. (Adelson has been in the news recently because he and his wife have contributed more than \$10 million to support Newt Gingrich's presidential campaign.)

Fahrenkopf acknowledged that when the market does decide, it can have adverse consequences — in Atlantic City, for example, where casino revenue is down 37 percent since 2006 and the city's future as a gambling mecca is very much in doubt. Rooms at hotel casinos have been going for as little as \$19 a night. At least four casinos have been in bankruptcy, and people are no longer crowding onto buses to head south down the Atlantic City Expressway. “The Pennsylvania casinos are killing Atlantic City,” he said. “That's where the Philadelphia market used to go, but now they can stay home.”

It's that specter — once-loyal players who disappear — that Foxwoods must worry about. At the

Las Vegas conference, Meczka said that when people in the industry tell him they want new customers, his response is: "There aren't any new customers out there. Gaming is an aged community. . . . Anyone who has ever wanted to try a casino has tried a casino." In other words, the market is not expanding — only the venues meant to cater to a finite number of gamblers.

**When I toured** Foxwoods with Christopher O'Connell, the vice president for hotel operations, we looked at some of the back-room operations: a call center, where about 130 people, divided among three shifts, book reservations and answer other inquiries; a corridor with a long line of lockers, where dealers store their personal belongings; cafeterias that serve about 5,000 meals a day to employees. In better economic times, these might seem like lower-level service-industry jobs. In the current climate, they just looked like jobs.

O'Connell grew up in Ledyard, Conn., and was a basketball star at Ledyard High. "There was no reason to ever go to this side of town," he told me. "It was a swamp, that's all, and a reservation, but there was hardly anything on the reservation." He has worked there for most of his adult life. "I'm interested to see what happens with Aqueduct," he said. "They don't have table games yet, but everyone figures they will. With Massachusetts, it's only a matter of time before they get casinos. It's scary from my perspective."

When Butera showed me around the property, it was clear that much about it irritates him. The restaurant choices, for starters. "You want a steak, we'll give you a steak," he said. "You want a doughnut, you can have that. We just don't have much in between. We need a Yard House, an Applebee's, a T. G. I. Friday's, a Cheesecake Factory." He noted the absence of a seafood restaurant. "We're in New England, and we don't have a fish house?" We walked by some of the flea-market-like retail. "All this honky-tonk has to go," he said.

What encourages Butera is the immensity of the property and the richness of what has already been built. "I mean, you look at this place, the money that's in the ground, nobody could afford to do that now. But the good news is it's already here. We've got it. The business needs to evolve, but the foundation that exists is unbelievable."

A successful turnaround artist does more than negotiate favorable terms with lenders. He must tell a story. He elucidates what went wrong in the past and how it will be better in the future. It can help to be blunt about previous management, even harsh — like a defense lawyer pleading for a new trial for his client on the basis that the previous attorney was incompetent. Butera

brought in an almost entirely new management team, including people he knew from Las Vegas and Atlantic City. It wasn't easy to attract them, because everyone had to relocate — and to an entity perceived as failing. “There was poor management here for an extended period of time,” Butera told me. “So we needed to make a lot of changes.”

Revenues have continued to fall at Foxwoods, as they have for the last half-dozen years. But lately, the casino's profits have been increasing. “We changed our focus to profitability,” Butera said, which sounds a little like something out of a story in *The Onion*. (The previous focus was on unprofitability?) But what he meant was that Foxwoods had stopped chasing unproductive customers — table-game players whose perks added up to more than their losses — just to increase traffic.

On Feb. 15, the 20th anniversary of casino gambling at Foxwoods, Butera and Rodney Butler, chairman of the Mashantucket Pequot Tribal Nation, proposed a broader plan for how the business would go forward. In one way, it was a return to the past. Foxwoods will expand. But this time, in a different way. It will not be adding gambling capacity. Instead, the plan is to build a 300,000-square-foot retail center, including 75 outlet stores, between the new MGM Grand Tower and the rest of Foxwoods. The area is currently dead space, a long walk for a lot of people who don't enjoy walking.

Luxury outlet malls are considered a good mix with casinos, because the core customer is the same as a typical slots player: a middle-aged woman with money to spend. “It's going to be a fabulous tenant roster,” Butera said. “If you're a retailer, what's your biggest concern? You're going to open the store, and nobody's going to come. We've got 40,000 people here every Saturday wanting to do something and not wanting to go anywhere else. They're captive.”

But of course, nothing is really as profitable as the casino end of a resort casino. No goods or services, in a traditional sense, are exchanged. People come through the door for the experience of risking — and usually losing — their money. Gambling, like professional sports, is entertainment — but without the multimillion-dollar salaries for the performers. And no pro sports franchise generates cash hour by hour, day after day, like a big thriving casino.

By the beginning of this year, Butera and the tribe were close to an agreement with their lenders, though the details will still take months to finalize. The \$2.3 billion debt is expected to be reduced to about \$1.7 billion, but with lower interest rates that will ensure financial

flexibility for Foxwoods.

The plan for the outlet mall was a signal to lenders that two decades of grandiosity at Foxwoods have come to an end. Foxwoods had been an early mover, built to stand astride a huge geographic area — much like the Pequot tribe once dominated a big swath of New England. But as the casino business in America has expanded, Foxwoods's piece of it has become smaller and will continue to shrink.

"You can't fight the tide," Butera said as we sat in his office. He brought up the example of Atlantic City. The State of New Jersey is likely to reap less money from its tables and slots — just as Connecticut and other states that have come to rely on gambling will see their share decrease as others get into the market. But he believes individual casinos with a good plan can survive. "It's the exact same thing here," Butera said. "We can still have a great business. We just can't have the same business we used to have."

*Michael Sokolove is a contributing writer for the magazine.*

*Editor: Dean Robinson*

PAGE  
BREAK

ARTHUR A. SMITH  
74 MULBERRY ROAD  
MANSFIELD CENTER, CT 06250

March 5, 2012

Mansfield Town Council  
Audrey Beck Municipal Building  
4 South Eagleville Road  
Mansfield, CT 06268

Re: Where is the Documentation that our four schools, three elementary schools and our Middle School, are not safe?

Dear Town Council Members:

Mansfield has a long history of valuing education and of being a pioneer in the field of progressive educational pedagogy.

The Town's attention has never strayed far from promoting best practice interventions to educate the children of our town and build community in our schools.

Communities of leadership have grown in all of the elementary schools with strategies of intervention for inclusion that keep our children safe. Children are told, "You can't say, to other peers, you can't play."

So, where is the documentation that our three elementary schools and our Middle School are unsafe? Where is the documentation that technology, and not a strong small community of teachers and parents working together, will keep the children of our town safer?

Documentation supplied by the CT State Department of Education School Construction Grant Management System (SCGMS) would not suggest that our schools have been allowed fall below code. Mansfield has applied for and received 41 grants since 1985 from the State of Connecticut for project costs totaling nearly 26 million for Southeast, Ann E. Vinton, Dorothy Goodwin and the Mansfield Middle School in order to maintain them to code, add square footage, and save energy. Since 2001 alone, Mansfield has spent nearly 7 million dollars to achieve these objectives. No one has come forward to say that the Town has failed in this regard.

Moreover, the Office of Homeland Security has given the Town of Mansfield in 2007 and 2009, \$328, 034, through a Competitive School Grant Project, to add

surveillance cameras, front doors, intercoms, electronic door access controls and computer network infrastructure to continue to help keep our schools safe.

The argument has yet to be made that our schools are not safe, to date the documentation does not support that they aren't safe nor that technology in larger settings could make them safer.

If school safety is to play a role in your decision for new construction, more information is needed to have an informed opinion.

Thank you,  
/s/ Arthur A. Smith  
Arthur A. Smith

Attachments  
CC: Town Council Members

**Connecticut State Department of Education  
School Construction Grant Management System (SCGMS)**

**General Project Info Report**



LEA	Project Number	Project Type	Facility Name	Project Status	Grades	Architect Name	GA Auth. Date	Acquisition Costs	Site Costs	Total Costs	Total Area(in Sqft)	Reimbt %
078	078-0018	CV	Mansfield Middle School	Audited	1,2,3,4,G			-		\$121,544	22,000	77.6
078	078-0019	CV	Mansfield Middle School	Audited	5,6,7,8			-		\$121,544	0	77.6
078	078-0020	CV	Dorothy C. Goodwin	Audited	1,2,3,4,G			-		\$121,544	27,218	77.6
078	078-0023	A/CV	Mansfield Middle School	Audited				-		\$3,930,700	0	74.5
078	078-0025	RR	Mansfield Middle School	Audited			6/10/1985	-		\$985,000	0	75.9
078	078-0026	EC/CV	Annie E. Vinton School	Audited	1,2,3,G	Unknown	6/17/1987	-		\$125,000	0	75.2
078	078-0027	EC/CV	Dorothy C. Goodwin	Audited	1,2,3,G		6/17/1987	-		\$125,000	0	75.2
078	078-0028	CV/IAA	Mansfield Middle School	Audited				-		\$267,212	0	75.2
078	078-0034	RR	Southeast School	Audited			6/1/1988	-		\$185,000	0	76.1
078	078-0035	RR	Dorothy C. Goodwin	Audited			6/1/1988	-		\$250,000	0	76.1
078	078-0036	CV/IAA	Dorothy C. Goodwin	Audited				-		\$10,048	0	76.1
078	078-0037	CV/IAA	Southeast School	Audited				-		\$22,094	0	76.1
078	078-0038	CV/OT	Southeast School	Audited				-		\$24,586	0	76.1
078	078-0039	CV/OT	Annie E. Vinton School	Audited				-		\$15,500	0	76.1
078	078-0040	CV/OT	Dorothy C. Goodwin	Audited				-		\$15,500	0	76.1
078	078-0041	CV/IAA	Southeast School	Audited			6/28/1988	-		\$202,057	0	76.1
078	078-0042	CV/IAA	Dorothy C. Goodwin	Audited			6/28/1988	-		\$133,120	0	76.1
078	078-0043	CV/IAA	Annie E. Vinton School	Audited			6/28/1988	-		\$142,628	0	76.1
078	078-0044	CV	Mansfield Middle School	Audited			6/30/1988	-		\$893,126	0	76.1
078	078-0045	E/EC	Dorothy C. Goodwin	Audited	1,2,3,4,G		6/7/1989	-		\$1,392,994	0	73.1
078	078-0046	EC	Mansfield Middle School	Audited	5,6,7,8		6/7/1989	-		\$23,741	0	73.1
078	078-0047	E/EC	Southeast School	Audited	1,2,3,4,G		6/7/1989	-		\$1,754,497	0	73.1
078	078-0048	E/EC	Annie E. Vinton School	Audited	1,2,3,4,G		6/7/1989	-		\$1,884,639	0	73.1
078	078-0049	E	Southeast School	Audited			6/7/1989	-		\$284,866	0	73.1
078	078-0050	E	Annie E. Vinton School	Audited			6/7/1989	-		\$298,671	0	73.1

078	078-0051	E	Dorothy C. Goodwin	Audited			6/7/1989	-	\$284,866	0	101
078	078-0052	AA	Mansfield Middle School	Audited	5,6,7,8		12/29/1994	-	\$304,907	0	76.7
078	078-0053	A/EC/AA/FC	Mansfield Middle School	Audited	5,6,7,8	Lawrence Assoc.	7/6/1995	-	\$113,861	0	76.7
078	078-0054	RE	Mansfield Middle School	Audited	5,6,7,8	Lawrence Assoc.	6/12/1996	-	\$374,894	107,043	76.7
078	078-0055	EA	Mansfield Middle School	Audited	5,6,7,8	S/LJ/A/M Collaborative	6/8/1998	-	\$4,015,000	118,338	79.6
078	078-0056	RR	Mansfield Middle School	Audited			6/26/1997	-	\$195,582	107,043	8
078	078-0057	CV/AA	Southeast School	Audited		Applied Thermo	6/30/1998	-	\$155,402	0	79.6
078	078-0058	CV/AA	Dorothy C. Goodwin	Audited		Unknown	6/30/1998	-	\$167,544	0	79.6
078	078-0059	AA	Annie E. Vinton School	Audited		Applied Thermo	5/24/1999	-	\$113,174	0	79.6
078	078-0060	CV	Mansfield Middle School	Audited		GARDNER&PETERSON ASSOC.	5/15/2000	-	\$776,646	0	78.2
078	078-0061	RE	Southeast School	Audited	1,2,3,4,G	Lawrence Assoc.	6/30/2001	-	\$586,953	38,616	77.8
078	078-0062	CV	Southeast Elementary School	Estimated Grant Calc			8/9/2005	-	\$270,000	39,190	78.5
078	078-0063	CV	Mansfield Middle School	Estimated Grant Calc			8/9/2005	-	\$320,000	118,338	78.5
078	078-0064	CV	Dorothy C. Goodwin	Estimated Grant Calc			8/9/2005	-	\$255,000	37,864	78.5
078	078-0065	CV	Annie E. Vinton School	Estimated Grant Calc			8/9/2005	-	\$255,000	35,654	78.5
078	078-0066	A	Mansfield Middle School	Estimated Grant Calc	5,6,7,8		6/30/2007	-	\$4,370,000	118,338	73.5

Connecticut State Department of Education  
School Construction Grant Management System (SCGMS)

**Progress Payment History Report** Back

Found 30 progress payment request(s) in 13 project(s) ...

**078-0055 Mansfield Middle School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	5/21/1999	6	1999	Signed-Off	Paid	81040	\$2,129,987.00	
2	4/18/2000	5	2000	Signed-Off	Paid	80092	\$535,293.00	
3	5/29/2001	7	2001	Signed-Off	Paid	00080001	\$41,641.00	100.00
4	6/20/2002	7	2002	Signed-Off	Paid	80070	\$115,396.00	100.00

Total Amount Paid: \$2,822,317.00

**078-0056 Mansfield Middle School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	9/17/1998	10	1998	Signed-Off	Paid	80982	\$148,643.00	
2	11/24/1998	12	1998	Signed-Off	Paid	81022	\$7,823.00	

Total Amount Paid: \$156,466.00

**078-0057 Southeast School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	10/5/2001	12	2001	Signed-Off	Paid	80027	\$60,679.00	83.42
2	1/30/2003	3	2003	Signed-Off	Paid	80166	\$14,936.00	100.00
3	5/13/2003 10:36:36 AM	5	2003	Signed-Off	Paid	80188	\$3,980.00	100.00

Total Amount Paid: \$79,595.00

**078-0058 Dorothy C. Goodwin**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	7/24/2003	10	2003	Signed-Off	Paid	60028	\$91,138.00	100.00
2	12/16/2003 11:45:38 AM	12	2003	Signed-Off	Paid	60042	\$4,798.00	100.00

Total Amount Paid: \$95,936.00

**078-0059 Annie E. Vinton School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	12/21/2000	1	2001	Signed-Off	Paid	41425	\$44,222.00	
2	11/20/2001	12	2001	Signed-Off	Paid	80027	\$27,434.00	100.00
3	2/26/2002	3	2002	Signed-Off	Paid	80042	\$3,771.00	100.00
<b>Total Amount Paid:</b>							<b>\$75,427.00</b>	

**078-0060 Mansfield Middle School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	9/27/2001	11	2001	Signed-Off	Paid	80021	\$569,524.00	98.82
2	7/23/2003	9	2003	Signed-Off	Paid	60017	\$7,519.00	100.00
3	11/19/2003 2:50:58 PM	11	2003	Signed-Off	Paid	60034	\$30,372.00	100.00
<b>Total Amount Paid:</b>							<b>\$607,415.00</b>	

**078-0061 Southeast School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	10/4/2001	12	2001	Signed-Off	Paid	80027	\$302,111.00	69.92
2	9/30/2002	11	2002	Signed-Off	Paid	80109	\$99,810.00	100.00
3	1/17/2003 11:45:01 AM	1	2003	Signed-Off	Paid	80143	\$21,154.00	100.00
<b>Total Amount Paid:</b>							<b>\$423,075.00</b>	

**078-0062 Southeast Elementary School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	5/2/2007	7	2007	Signed-Off	Paid	60340	\$119,635.00	59.36
2	5/1/2009	6	2009	Signed-Off	Paid	60479	\$77,471.00	99.13
<b>Total Amount Paid:</b>							<b>\$197,106.00</b>	

**078-0063 Mansfield Middle School**

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	5/2/2007	7	2007	Signed-Off	Paid	60340	\$141,789.00	59.36
2	5/1/2009	6	2009	Signed-Off	Paid	60479	\$18,815.00	77.16
<b>Total Amount Paid:</b>							<b>\$160,604.00</b>	

078-0064 Dorothy C. Goodwin

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	5/2/2007	7	2007	Signed-Off	Paid	60340	\$112,984.00	59.36
2	5/1/2009	6	2009	Signed-Off	Paid	60479	\$64,733.00	93.37
<b>Total Amount Paid:</b>							<b>\$177,717.00</b>	

078-0065 Annie E. Vinton School

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	5/2/2007	7	2007	Signed-Off	Paid	60340	\$112,984.00	59.36
2	5/1/2009	6	2009	Signed-Off	Paid	60479	\$76,546.00	99.58
<b>Total Amount Paid:</b>							<b>\$189,530.00</b>	

078-0066 Mansfield Middle School

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	5/1/2009	12	2009	Signed-Off	Paid	60518	\$2,463,056.00	17.96
<b>Total Amount Paid:</b>							<b>\$2,463,056.00</b>	

078-0067 Mansfield Middle School

<u>Sequence Number</u>	<u>Entry Date</u>	<u>Month</u>	<u>Year</u>	<u>Form Status</u>	<u>Pay Status</u>	<u>Wire Number</u>	<u>Amount Paid</u>	<u>Total Expended %</u>
1	7/31/2008	10	2008	Signed-Off	Paid	60436	\$47,961.00	75.51
<b>Total Amount Paid:</b>							<b>\$47,961.00</b>	





projects an estimated state reimbursement based on no space standards waiver, anticipated at approximately 6% of the building area for the renovate as new approach.

1. Limited Renovations and Additions
2. A Full Renovation and Additions Project under the "Renovation" Status.
3. A New High School Facility

*The Furniture and Equipment budget has been established for all project scenarios. The budget anticipates the reuse of a limited amount of the existing furniture in the new or renovated facility.*

### State of Connecticut Reimbursement

*The State of Connecticut reimbursement rate for educational construction projects for the Town of Wethersfield in 2010 was 51.43%, and has been revised downward to 50.71% for the year 2011. The rate will vary from year to year based on AENGLC ranking of the town.* The State of Connecticut Department of Education provides grants for school construction projects to all public school systems. The eligibility of a school project for State funding is governed by the Connecticut General Statutes (CGS) and the grant application is administered by the State Department of Education Grants Division. Each municipality must apply for the grant by June 30th of each year and the funding is approved the following year. The Town of Wethersfield has applied for and received several school construction grants over the years and specifically was funded for the last construction project that included renovations and code updates to the auditorium and music instructional spaces.

In considering the Wethersfield High School renovations and additions project for state reimbursement several regulations must be evaluated. These include laws that will determine the project eligibility, priority, and estimated percentage of the project cost that is for the state grant. Additionally, the Town of Wethersfield must meet the requirement of the Bureau of School Facilities and ultimately an audit of the project. Regulation of the State Board of Education Concerning School Construction Grants can be reviewed in the Connecticut General Statutes Section 10-287 c-1 to 10-287 c-21

#### Reimbursement based on Space Standards worksheet.

**Space Standards** - For grant purposes, a maximum allowable square footage per pupil is determined for a facility. This maximum is based upon the projected enrollment for the project, grades housed at the school, and the amount of square footage, if any, constructed prior to 1950. See C.G.S. 10-287c-15(a). Space standards do not apply to the following: projects solely for correction of code or health violations, roof replacements, vocational agriculture equipment projects, board of education central administration projects, and projects solely for purchase of a building (with no Alteration, Extension, or Renovation component).

In actual construction, districts are not limited to the maximum allowable square footage per pupil. However, grant reimbursement is reduced to reflect the degree by which a school exceeds the maximum allowable square footage. The maximum allowable square footage per pupil is compared to the actual square footage per pupil. If the resulting ratio is less than one, the building is considered to be oversized for grant computation purposes. Therefore, the ratio is applied to all project costs (except site and building purchase costs), and there is a corresponding grant reduction. For grant computation purposes, the grade range and projected enrollment for a project are applied to the table below to calculate a maximum allowable square footage per pupil.

Projected Enrollment	Pre-K and K	Allowable Square Footage per Pupil											
		1	2	3	4	5	6	7	8	9	10	11	12
0 - 350	124	124	124	124	124	156	156	180	180	180	194	194	194
351 - 750	120	120	120	120	120	152	152	176	176	176	190	190	190
751 - 1500	116	116	116	116	116	148	148	170	170	170	184	184	184
Over 1500	112	112	112	112	112	142	142	164	164	164	178	178	178



## Wethersfield High School Educational Specifications

October 7, 2011

The existing Wethersfield High School currently exceeds the maximum allowable size of 222,015 SF set by the Space Standards for an enrollment of 1,230 students. The existing building size calculation of 248,030 square feet is therefore in excess of the standard by 26,015 SF and will result in the reduction of the current reimbursement rate of 50.71% on eligible items. It is expected that the proposed additions to the existing building will further reduce the current 2011 rate of 50.71%. The exact rate will be a function of the highest student enrollment projection in the eight year window and the rate established for the Town of Wethersfield when the project is filed with the DOE. Additionally the current building area calculations that are on file with the Department of Education Bureau of School Facilities is 229,147 SF. This information will need to be update with the filing of any new project with the BSF and will be based on the square foot area calculation requirement identified by the BSF.

The reimbursement calculations and the net cost to the Town of Wethersfield noted below are based on the following assumptions:

1. Highest enrollment projection through 2013 of 1,230 based on Peter Prowda's Enrollment Projection of 2011
2. Existing building area of 248,030 SF
3. No Space standards waiver in the current calculations – (Approximately 6.2% or 15,000 SF is anticipated through the space standard waiver; however the final area will be based on review with the DOE).
4. Estimated ineligible cost of 3.5% (final value to be determined through the updated estimate).
5. Limited eligibility costs of 5% (final value to be determined through estimate).
6. Estimated Budget of \$71,813,433.00 was based on a construction start in July 2013. Under a construction start date of July of 2013 the budget must reflect escalation and changing market conditions. The design team has updated the budget to reflect an escalation of 2.5% over the a twenty two period. Based on a "Renovate As New" status project, the estimated costs to the Town of Wethersfield is:
  - ❖ The cost to the Town of Wethersfield without the space standards waiver is estimated at \$43,619,551.00
  - ❖ The cost to the Town of Wethersfield with eligible contingency expenditures is estimated at \$42,304,551.00
  - ❖ The cost to the Town of Wethersfield with a 6.2% space standards waiver is estimated at \$41,022,000.00

Although QA architects has evaluated several options for the renovations and expansion of Wethersfield High School, the current building design concept, 6a, is the basis for all grant calculations.

*Under the project classification of 'Additions and Alterations', any work considered to be repair or replacement would not be eligible for reimbursement. For example, the cost of replacing the existing boilers is not reimbursable. However, the cost of adding new controls for the heating system would be eligible because they do not currently exist in the building. Several items are also limited in eligibility or not included in the scope of work because they would not be eligible for reimbursement. The updated budget for the limited renovation and additions approach referred to as option 4b is estimated at a cost of \$58,002,320.00. This would result in a net project cost to the Town of Wethersfield estimated at approximately \$40 million. It should be noted that this approach would not be a comprehensive update of the entire facility and would not meet the educational specifications. Additionally, Space standard waivers under this approach are seldom received.*

The estimated cost of a new facility based on the program space defined in the educational specifications is estimated to cost the Town of Wethersfield approximately \$67 million.

The Superintendent of Schools for the Town of Wethersfield can submit a written request for a space standards waiver, citing the factors such as inherent inefficiencies of the existing building design and changes in the program/curricular requirements in education that have impacted the physical plant, thereby exceeding the space standards. The waiver request is made to the Commissioner of Education and is typically reviewed with the Bureau of School facilities. The probability of a waiver request approval on a renovation and additions project is not high.

If the project was to be submitted under the 'Renovation' status, it would require all spaces to be renovated to an "as new" condition and the overall project costs will increase. However, all costs would be eligible for reimbursement, as applicable under a new construction project. The probability of an approval of the state standards waiver request is also greatly increased under this grant status. Based on the additional eligible area approved by the State Department of Education, the Town of Wethersfield would potentially receive the same reimbursement rate for the cost of the additional area deemed eligible.



#### State DOE Information on Reimbursement

The following information is from the State Department of Education and Connecticut General Statutes regarding limitations on reimbursement.

The laws governing school construction *limit* reimbursement for construction related to:

- Outdoor Athletic Facilities and Tennis Courts
- Natatorium (Swimming Pool)
- Retractable Bleachers
- Auditorium Seating Area
- Permanent Seating Area in a Gymnasium
- Board of Education Central Administration

Except for space for Board of Education Central Administration, grant reimbursement for each of these limited eligible items will further be impacted by Space Standards. Correction of cited code violations affecting the limited eligible areas is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project consists of code work related to any of the limited eligible items.

#### Outdoor Athletic Facilities And Tennis Courts

- Construction related to outdoor athletic facilities and tennis courts is limited to one-half of the reimbursement percentage assigned to an authorized project. (These are construction and development costs and do not include site acquisition costs.)
- If the relocation of outdoor athletic facilities or tennis courts is made necessary by construction at a school, the creation of outdoor athletic facilities or tennis courts to replace those affected are eligible at the *limited* rate of one-half of the reimbursement percentage.
- Upgrades to existing outdoor athletic facilities or tennis courts are considered maintenance and are ineligible for reimbursement. Exception: If the upgraded facilities have new/additional features which were not part of the prior facilities, then a proration may be done to allow the costs associated with the new/additional features to be eligible at the *limited* rate of one-half of the reimbursement percentage. The prorated value of the replacement portion remains *ineligible*.
- Correction of cited code violations affecting Outdoor Athletic Facilities and Tennis Courts is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Natatorium (Swimming Pool)

Natatorium space consists of the pool area, dedicated locker rooms/changing rooms, dedicated lavatories, observation deck, mechanicals, and any other related construction and associated design costs.

- Construction related to natatoriums is limited to one-half of the reimbursement percentage assigned to an authorized project.
- To be eligible for reimbursement, the natatorium must be under the control of the Board of Education and must be restricted to student use during normal school hours.
- Correction of cited code violations affecting the Natatorium is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Retractable Bleachers

Construction related to retractable bleachers (a.k.a. telescoping bleachers) is limited to one-half of the reimbursement percentage assigned to an authorized project:

- Correction of cited code violations affecting retractable bleachers is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Auditorium Seating Area

Within an auditorium, costs of construction may be fully eligible, limited eligible, or ineligible:



- Costs of construction related to all portions of the auditorium except the seating area are eligible at the *full* reimbursement rate assigned to the authorized project. (This would include: the stage area, surrounding anterooms, projection rooms, auditorium entrance, storage rooms, orchestra pit.)
- Costs of the seating area, aisles within and around the seating area, seats and installation, and the "building shell" encompassing the seating area are eligible at the *limited* rate of one-half of the reimbursement assigned to the authorized project.
- If the seating capacity for the auditorium is greater than one-half of the projected enrollment for the project, the auditorium is deemed *oversized for grant purposes*. In such cases, all costs associated with the excess area will be *ineligible* for grant reimbursement.
- If one-half of the highest projected 8-year enrollment divided by the seating capacity for the auditorium results in a number which is less than 1, a portion of the seating area costs for the project will be deemed *ineligible* for reimbursement.
- Correction of cited code violations affecting the Auditorium Seating Area is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply. Contact the School Facilities Unit if your project includes work of this nature.

#### Permanent Seating Area In A Gymnasium

- Costs of construction related to all portions of the gymnasium except the permanent seating area are eligible at the full reimbursement rate assigned to the authorized project.
- Costs of the permanent seating area, aisles within and around the seating area, seats and installation, and the "building shell" encompassing the seating area are eligible at the *limited* rate of one-half of the reimbursement assigned to the authorized project.
- Correction of cited code violations affecting the Permanent Seating Area in a Gymnasium is reimbursed at the full rate of reimbursement for school construction and not at the limited rate which would otherwise apply.

### RENOVATION

These are projects which comply with the definition of *Renovation* as stated in Section 10-282 of the Connecticut General Statutes. Under this section, a *Renovation* is a school building project to totally refurbish an existing building and which results in the renovated facility taking on a useful life comparable to that of a new facility. While a *Renovation* may include some features of an *alteration*, it is much more comprehensive and must address all aspects of the building. The benefit of being classified as a *Renovation* is that many of the costs considered ineligible for reimbursement in an *alteration* may be considered eligible in a *Renovation*.

This project type was established in support of local decisions to renovate existing schools or to purchase and renovate existing buildings when doing so represents a cost-effective alternative selected after diligent consideration of constructing a new facility. If your district has a need for additional space due to increased enrollment, you might thoroughly research and pursue the alternatives of building a new school versus renovating a closed school building. In another situation, you might be reviewing the current and future educational adequacy of an old elementary school still in use. In order to provide a safe and appropriate learning environment, you might research and pursue the alternatives of building a new school versus renovating the existing school.

Your grant application may include a request for *renovation* status, however, a project is not considered a *renovation* until the School Facilities Unit has reviewed your submissions and formally approved the project as a *renovation*. (These submissions would be made in accordance with the Guidelines for Determining Eligibility of School Construction Projects for Status as Renovations as Defined in C.G.S. 10-282.)

#### Examples of Renovations

- completely gutting a closed high school and converting it to a middle school
- completely gutting a vacant BOE office building and converting it to an alternative high school
- completely gutting a middle school and restoring it to *like new* condition for continued middle school use

**Reminder:** These qualify as *renovations* only if approved by SDE after confirmation that they represent a cost effective alternative selected after diligent consideration of constructing a new facility.



**GUIDELINES FOR DETERMINING ELIGIBILITY OF  
SCHOOL CONSTRUCTION PROJECTS FOR STATUS AS  
RENOVATIONS AS DEFINED IN C.G.S. 10-282**

1. The applicant must make written application for such status.
2. The applicant must have gone through a formal process of evaluating the proposed project. Professional estimates must be available to document that significant cost savings will result.
3. The entire facility must be brought into 100 percent compliance with all applicable codes (including handicapped accessibility) when this renovation project is complete. Partial renovations of an entire facility or complete renovations of a wing of a facility do not qualify.
4. The renovation must incorporate education technology capability throughout the facility, as recommended in the *Guidelines for Technology Infrastructure in Connecticut Schools*.
5. It must be determined by a structural engineer that the structural integrity of the original building has not been compromised and is adequate to provide for continued occupancy for a period of time comparable to that of a new facility.
6. A detailed report on all existing building systems must be provided, including HVAC and electrical systems, water, roofing, lighting, plumbing, energy monitoring, communications and security systems. Professional opinions must be provided that all systems will have a useful life of at least 20 years following the construction project.
7. All new and replacement windows must be energy efficient.
8. The site of the existing facility must be central to the area served and adequate to provide the educational programs offered.
9. Any other analysis deemed necessary by the Department to properly evaluate the request must be provided.

**Prior to pursuing requirements 3 through 9, districts are strongly advised to submit documentation in support of Item 2. Failure to receive SDE approval for Item 2 will negate any need to pursue Items 3 through 9.**

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**PLANNING AND ZONING COMMISSION  
TOWN OF MANSFIELD**

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CONNECTICUT 06268  
(860) 429-3330

Item #18

To: Town Council  
From: Planning and Zoning Commission  
Date: Thursday, April 05, 2012  
Re: 8-24 Referral; 2012-13 Capitol Improvement Budget

At a meeting held on 4/2/12, the Mansfield Planning and Zoning Commission adopted the following motion unanimously:

“That the PZC approve, subject to the condition below, the proposed 2012-13 Capital Improvement Budget.

Several items are land use-regulated and may require PZC and/or IWA approvals before implementation. The PZC respectfully requests that the departments involved with land use projects coordinate plans with the Director of Planning and Development and Inland Wetlands Agent and that the Commission/Agency be given adequate time to thoroughly review and act upon final plans for all projects that require PZC or IWA approval.”

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**PLANNING AND ZONING COMMISSION  
TOWN OF MANSFIELD**

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CONNECTICUT 06268  
(860) 429-3330

Item #19

To: Town Council  
From: Planning and Zoning Commission  
Date: Tuesday, April 03, 2012  
Re: FY 2012-13 PZC/IWA Operating Budget

At a meeting held on 4/2/12, the Mansfield Planning and Zoning Commission adopted the following motion unanimously:

“to authorize the Chair to submit a letter of support to the Town Council for the proposed FY2012-2013 PZC/IWA Operating Budget (Account 52100).”

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STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH



Jewel Mullen, M.D., M.P.H., M.P.A.  
Commissioner

Dannel P. Malloy  
Governor  
Nancy Wyman  
Lt. Governor

Office of the Commissioner

Item #20

March 29, 2012

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

Dear Mayor Paterson:

This year, April 2<sup>nd</sup> – 8<sup>th</sup> marks National Public Health Week, an annual observance that draws attention to the need to help protect and improve the nation's health. This occasion seems fitting to remind you of Connecticut's participation in a national initiative designed to build healthier communities in your town and many others across the state.

The Connecticut Department of Public Health (DPH) recently was selected to receive funding from the Affordable Care Act's Community Transformation Grant. DPH collaborated with local health departments and other community partners representing five Connecticut counties to successfully compete for this funding to support community prevention efforts that reduce chronic disease.

Diabetes, heart disease, stroke, cancer and other chronic diseases are the leading cause of death in Americans and responsible for 75 percent of health care costs in the United States. Community Transformation Grants are designed to help states and communities reduce the burden of these diseases by building infrastructure to support prevention programs proven to have a positive impact on our health.

Successful implementation of this grant will help promote healthy lifestyles and communities, especially among population groups experiencing the greatest burden of chronic disease. On behalf of DPH and our partners, we look forward to updating you as our efforts progress to transform Connecticut communities into healthier places to live.

Sincerely,

  
Jewel Mullen, M.D., M.P.H., M.P.A.  
Commissioner

cc: Eastern Highlands Health District



Phone: (860) 509-7101 • Fax: (860) 509-7111 • VP: (860) 899-1611  
410 Capitol Avenue, P.O. Box 340308  
Hartford, Connecticut 06134-0308

[www.ct.gov/dph](http://www.ct.gov/dph)

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**STATE OF CONNECTICUT**  
**OFFICE OF POLICY AND MANAGEMENT**  
**INTERGOVERNMENTAL POLICY DIVISION**

Item #21

March 28, 2012

Cherie Trahan  
Director of Finance  
Town of Mansfield  
4 S. Eagleville Road  
Storrs, CT 06268

Re: LoCIP Project Number 078-12-010

Dear Ms. Trahan:

I am pleased to inform you that your application for a Local Capital Improvement Program (LoCIP) grant in the amount of \$183,703.00 has been approved by the Office of Policy and Management for the following project:

Road Resurfacing Program. A list of roads was included with application.

This project has been certified to be consistent with your five year Capital Improvement Plan.

Reimbursement will be sent to your Municipal Treasurer upon receipt of your Reimbursement Request accompanied by documentation of the expenditure and availability of funding.

As indicated in the LoCIP application instructions, you are requested to maintain a detailed accounting record of the project. Please identify the grant by the LoCIP project number shown above.

I look forward to a continuing state/municipal effort to improve municipal infrastructure. If you have any questions concerning this matter, please contact my staff at 418-6293.

Sincerely,

A handwritten signature in black ink, appearing to read 'W. David LeVasseur'.

W. David LeVasseur, Acting Undersecretary  
Intergovernmental Policy Division

cc: Treasurer

Mr. Matthew W. Hart, Town Manager

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Congress of the United States  
Washington, DC 20515

March 26, 2012

The Honorable Ray LaHood  
United States Department of Transportation  
1200 New Jersey Ave SE  
Washington, DC 20590

Dear Secretary LaHood:

It is our pleasure to write in support of the Central Corridor Project as you consider applications for the U.S. Department of Transportation's TIGER IV grant program. This project, which is sponsored by the Connecticut Department of Transportation and supported by the Massachusetts Department of Transportation, would fund freight rail infrastructure improvements along this important regional corridor.

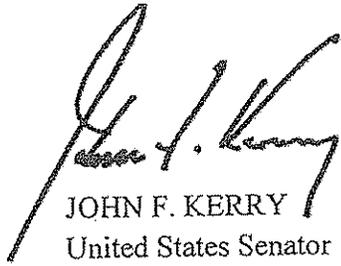
The main element of this request would upgrade the rail system that serves businesses and communities to accommodate North American standard 286,000 lb. freight railcars. Since this rail freight weight standard was established in 1995 by the Association of American Railroads, the industry has gradually moved towards utilizing this standard for all new freight railcars, providing additional shipping capacity and efficiencies. The Central Corridor in Connecticut and Massachusetts currently does not meet this standard and customers are forced to partially load railcars or ship via other means. This project will create the first north-south heavy rail capacity corridor in Connecticut and southern Massachusetts. It also provides direct on dock rail to water access at the deep water port of New London, CT.

In addition to providing a state of good repair and upgraded load carrying weight capacity for freight movement, this project will provide long-term local and regional benefits. These benefits include reduced vehicle congestion along Interstates 95, 91, and 89, reduced green house emissions, retention of jobs, and attraction of new economic development.

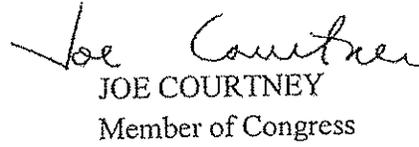
The project enjoys wide support among local communities and businesses. The corridor currently hosts manufacturing, recycling, and distribution type businesses. Once the corridor has been upgraded, this will lead to redevelopment of vacant industrial and brown field sites, creating jobs and compounded benefits. This project will leverage other projects that have been completed and are underway along this valuable transportation corridor. Notably, the New England Central Railroad is providing non-federal matching funds of 30 percent, even though no matching funds are required for a Rural Application.

We support the proposal set forth by the Connecticut and Massachusetts Departments of Transportation and respectfully request that their application for funding and receive full and fair consideration. Thank you for your time and attention to this important matter.

Sincerely,



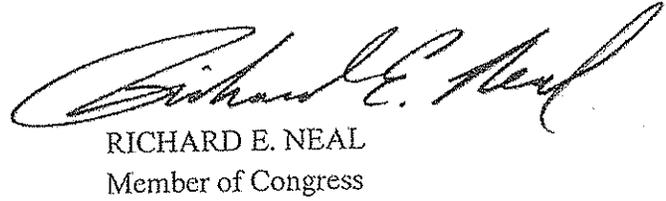
JOHN F. KERRY  
United States Senator



JOE COURTNEY  
Member of Congress



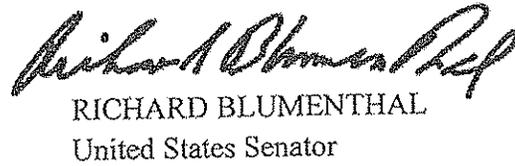
JOSEPH I. LIEBERMAN  
United States Senator



RICHARD E. NEAL  
Member of Congress



SCOTT P. BROWN  
United States Senator



RICHARD BLUMENTHAL  
United States Senator

# TOWN OF MANSFIELD & MANSFIELD BOARD OF EDUCATION



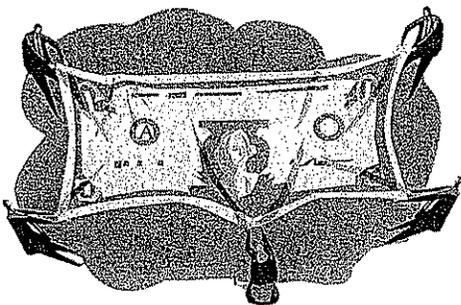
## *Citizen's Budget Guide—2012 Edition*

Item #23

### BUDGET PROCESS

Each year the Town prepares an operating budget and capital improvement program. The Town budgets for its anticipated program revenues and expenditures needed to provide services such as Pre K-12 education, fire and police protection, snow plowing, and a public library. Per state law, the Town operates on a July 1—June 30 fiscal year. Most of the key dates in the budget process occur in late winter and early spring. Electors and citizens are encouraged to actively participate in the budget process by attending budget workshops, public information sessions and hearings, and voting at the annual town meeting.

- December** Staff develops base budgets and prepares revenue projections.
- January** Town Manager and Finance Director meet with departments to discuss and analyze base budget requests.
- February** Town Manager reviews budget requests, establishes priorities, and recommends budget allocations.
- March** Town Manager presents a proposed budget to the Town Council.
- April** Town Council budget workshops, public information sessions, and public hearing held. Town Council adoption of budget.
- May** Annual Town Meeting, adoption of budget by electors.



### GENERAL FUND

*What is the General Fund?*

The General Fund provides for general purpose government services. In other words, the General Fund finances the regular day-to-day operations of the Town.

*What types of activities does the General Fund provide for?*

Examples of what the General Fund provides for are services such as education, public safety, streets maintenance, library services, senior services and general administration.

*Where does the money for the General Fund come from?*

The money that funds the General Fund comes from a wide variety of sources. The primary sources of revenue are: local property taxes and related items (58.9 %), state support for general government (16.3%), and state support for education (22.6%). Other sources include inspection fees, fines, grants, licenses, permits and other revenue.

### *Where Does the Money Go?*

#### General Fund Expenditures by Service Area FY 2012/2013 Proposed Operating Budget

Mansfield Board of Education	\$20,588,160
Region 19 Contribution	\$ 9,552,850
Public Safety	\$ 3,055,460
Government Operations (inc. energy)	\$ 2,465,070
Public Works	\$ 2,083,910
Community Services	\$ 1,675,370
Community Development	\$ 521,000
Other/Town-Wide (benefits, capital etc.)	\$ 5,144,520
<b>TOTAL:</b>	<b>\$45,086,340</b>

## UNDERSTANDING YOUR TAX CALCULATION

### *What is a mill rate?*

The mill rate is used to calculate the amount of taxes a property owner pays to the Town. The Town of Mansfield established a mill rate of 26.68 mills for Fiscal Year 2011/2012. Under the proposed Fiscal Year 2012/2013 budget the mill rate would be 27.21 mills. One mill produces one dollar for each \$1,000 of property value. In other words, under the proposed budget, a property owner would pay \$27.21 in property taxes for every \$1,000 of "assessed" value.

### *How are my taxes calculated?*

In Connecticut, your property taxes are calculated based on 70% of your home's current market value, or its "assessed" value. For example, the median single family home price in Mansfield is \$241,543. The assessed value of a \$241,543 home is \$169,080. Your tax bill is calculated as follows:

$$\frac{(\text{Assessed Value} \times \text{Mill Rate})}{1000} = \text{Amount Due in Taxes}$$

Using the example of a home valued at the median single family home price in Mansfield, a typical single family homeowner would pay as follows next fiscal year:

$$(\$169,080 \times 27.21) / 1000 = \$4,600$$

Property taxes are often perceived as a regressive means of taxation. Due to statutory limitations, the Town has a nearly impossible task of diversifying its revenue base in such a way that would create a more progressive tax structure.

## PROPERTY TAX RELIEF

*I need help paying my taxes. Where do I go for help?*

Mansfield offers some property tax abatement programs. Taxpayers that may be eligible for property tax relief include veterans, seniors, disabled persons, and farm owners. Information about tax abatement programs in Mansfield, including eligibility requirements can be obtained by contacting our Assessor's Office at 860-429-3311, our Human Services Department at 860-429-3315 or on the web at [www.mansfieldct.gov](http://www.mansfieldct.gov).

## CAPITAL IMPROVEMENT PROGRAM

*What's a capital improvement project?*

It is construction, renovation or physical improve-

## **BUDGET VIEWING LOCATIONS**

**Mansfield Public Library  
Mansfield Community Center  
Mansfield Senior Center  
Mansfield Town Clerk's Office  
[www.mansfieldct.gov](http://www.mansfieldct.gov)**

*Proposed budgets will be available in late March and may be viewed during normal business hours at noted public locations.*

ments, or equipment costing more than \$5,000.

### *What's a capital improvement plan?*

Annually, the Town prepares and revises a five year plan for all capital projects. The plan accounts for anticipated revenues and expenditures that will be used to fund capital projects.

### *Where does the revenue come from to fund capital projects?*

A variety of revenue sources are used such as monies from the General Fund, grants, lease-purchase options, and bond issues.

### *What's the Capital and Nonrecurring (CNR) Fund?*

The CNR Fund is primarily used for conducting transfers to other funds. It has typically been used to fund capital projects and one time expenditures.

### *What are some examples of our current capital projects?*

Examples of some upcoming capital projects include transportation improvements, street resurfacing, personal protective equipment for firefighters, and software upgrades.

## DEBT MANAGEMENT

Just like citizens often borrow money for large purchases such as homes and vehicles, so do towns. Towns often borrow money for large purchases with useful lives exceeding 15 years. Money is usually borrowed by issuing bonds or acquiring equipment through lease-purchase options. Mansfield has, for example, issued bonds to pay for renovations to the Public Library and to the elementary and middle schools.

Mansfield's debt is significantly less than its legally allowable limits for debt. In fact, Mansfield has one

of the lowest debt per capita rates in the state; in 2010 Mansfield ranked 156 out of 169 towns at \$385 per person (source: CT Office of Policy and Management, Municipal Indicators).

*What is debt service?*

Debt service provides for the payment of debt related expenses.

*Why is it in the Town's interest to have a favorable bond rating?*

Better bond ratings mean that the Town's bonds are considered to be a good investment. Good bond ratings are also evidence that the Town is financially healthy. A bond rating is the primary factor in determining the interest rate that the Town needs to pay on debt. The better the bond rating, the more likely it becomes that the Town will pay lower interest rates on debt.

*Does the Town have a favorable bond rating?*

Both Standard and Poor's and Moody's have given Mansfield very favorable bond ratings.

**Town of Mansfield Bond Rating**

Moody's Investor's Service Aa2

**FUND BALANCE**

*What is a fund balance?*

A fund balance is the excess of revenues over expenditures for a fund. A fund balance protects the Town against catastrophic revenue losses and major emergency expenditures. Examples include severe economic downturns and extreme weather conditions such as hurricanes and other natural disasters.

*How much needs to be in the General Fund balance for the Town to be considered financially healthy?*

A healthy fund balance contributes to the Town's favorable bond ratings. Bond rating agencies advise that the General Fund reserve be kept to at least 10 to 15% of the total general fund revenues. Additionally, Mansfield has a fund balance policy goal of maintaining the undesignated fund balance at 5% of the general fund operating budget. It is estimated that on June 30, 2012 fund balance will be at 5.22% of the operating budget. Policy makers and leaders are working to improve the fund balance and an ad-

ditional \$214,000 contribution is included in the proposed Fiscal Year 2012/2013 budget.

**ANNUAL TOWN MEETING**

Each year the voters in Mansfield have an opportunity to vote to approve or reject the Town Council's proposed budget for the Town. The Mansfield Board of Education budget is also included in the proposed budget presented to the electors.

*When is the Town Meeting held?*

The Town Meeting will be held on May 8, 2012 at 7:00pm at the Mansfield Middle School Auditorium. For the Town Meeting, the Town's Human Services Office makes childcare, hearing impairment, and transportation accommodations (elderly and disabled) for citizens upon request. More information about these programs is published in the spring.

*Who may vote at the Town Meeting?*

Any person who is registered to vote and any citizen of the United States over the age of 18 who owns property (motor vehicle or land) in Mansfield valued at \$1,000 or more may vote at the Town meeting. Citizens can register to vote by contacting the Registrars of Voters, Andrea Epling and Bev Miela at 429-3368.

*How do I vote on the budget at the Town Meeting?*

Electors have the ability to vote to accept, increase or decrease program expenditures. General Fund programs are defined as cost centers within functions of government i.e. Mansfield Board of Education, Town Clerk, Road Services, Senior Services. Capital Fund programs are defined by the major functions of government i.e. General Government, Public Safety, Public Works, Facilities Management and Community Services. Capital & Nonrecurring Fund programs are defined by the recipient of the fund transfer i.e. debt service fund, property revaluation fund. Mansfield utilizes program based budgeting so programs are clearly presented in the materials for the Town Meeting.

**MANSFIELD BOARD OF EDUCATION BUDGET PROCESS**

Mansfield Board of Education (MBOE) provides for education of Mansfield students in grades PreK-8. MBOE has its own elected board of officials. In the fall, the Superintendent begins to prepare his proposed budget to the Board. The Superintendent's budget is submitted to the Board in January. After a

series of meetings in the winter, the Board adopts a proposed budget that is then submitted to the Town Council for its consideration. Council has the ability to increase or decrease the MBOE budget as a whole; it cannot be increased or decreased by program or line item. The MBOE budget is then submitted with Council's proposed budget to the electors at the annual Town Meeting. Voters have the legal ability to approve, increase or decrease the MBOE budget as a whole.

**REGION 19 BUDGET PROCESS**

Regional School District 19 provides for education of Mansfield-Ashford-Willington students in grades 9-12. As a regional school district, Region 19 is a separate entity from the Town of Mansfield, with its own elected board of officials. Consequently, the

Region's budget process and adopted budget are outside of the Town's legal control. The Superintendent submits his proposed budget to the Region Board during the winter. After a series of budget workshops, the Region 19 Board adopts a proposed budget that is then submitted to the voters of its three member towns. Registered voters in Mansfield-Ashford-Willington have an opportunity to vote on the Region's budget at a referendum held on May 8, 2012. Once the voters have approved a budget for the Region, Mansfield then has a legal obligation to appropriate funds for its proportionate share of the Region's budget. By state law, Mansfield's proportionate share is determined by the number of Mansfield students enrolled in classes at the Region.

**BUDGET DATES TO REMEMBER**

*Budget Workshops*

March 27, 2012, 6:30pm  
 March 29, 2012, 6:30pm  
 April 9, 2012, 6:30pm  
 April 10, 2012, 6:30pm  
 April 11, 2012, 6:30pm

*Public Information Session #1*

April 5, 2012, 7:00pm  
 Council Chambers

*Public Hearing*

April 9, 2012, 7:30pm  
 Council Chambers

*Council Adoption of Budget*

Anticipated for week of  
 April 23rd, 2012

*Public Information Session #2*

April 30, 2012, 7:00pm  
 Council Chambers

*Region 19 Budget Referendum*

May 8, 2012  
 6:00am - 8:00pm

*Annual Town Meeting*

May 8, 2012, 7:00pm  
 Mansfield Middle School

Dates & times subject to revision. Check [www.mansfieldct.gov](http://www.mansfieldct.gov) for updates & other meeting information.



**Opportunities to Let Your Voice be Heard**

Public Hearing on Proposed FY 12/13 Budget  
 7:30pm, April 9th, 2012  
 Council Chambers, 4 South Eagleville Road

Public Comment, Town Council Meetings, 7:30pm, 2nd & 4th Mondays of Every Month,  
 Council Chambers, 4 South Eagleville Road

Comments can be submitted in writing to Council members:

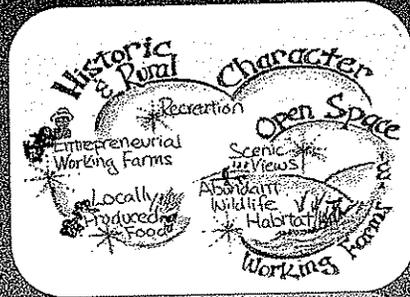
Via email at [TownCouncil@mansfieldct.org](mailto:TownCouncil@mansfieldct.org)

Hard copy in c/o of the Town Manager's Office, 4 South Eagleville Road, Mansfield, CT 06268

# What does the future hold for Mansfield?

- Build-out of Storrs Center 200,000 square feet of commercial space and up to 700 units
- A new research and technology park at UCONN projected to add 2,800 jobs and 900,000 square feet at build-out
- Extension of public water and sewer facilities to four corners serving as a catalyst for redevelopment
- Addition of projected 275 new faculty at UCONN over the next three years

How will we respond? What steps can we take to ensure that we grow in a way that is both sustainable and preserves our community character?



## Get Involved

As we move forward, there will be many different ways for you to participate and provide input. Until our project website is up and running, please indicate your interest in receiving project updates and event invitations by:

- Registering for email notifications at [www.mansfieldct.gov](http://www.mansfieldct.gov) (enter your email address, select 'Sustainable Mansfield' from the list, and click 'Join')
- Send an email to [PlanZoneDept@mansfieldct.org](mailto:PlanZoneDept@mansfieldct.org)



## Moving Forward in Mansfield

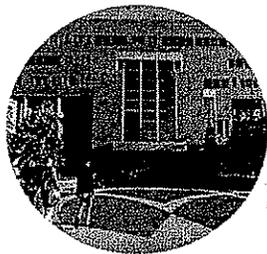
Planning for the future  
Your Town. Your Voice. Your Vision.

MANSFIELD DEPT OF PLANNING & DEVELOPMENT  
4 SOUTH EAGLEVILLE ROAD, MANSFIELD, CT 06268-2599

[www.mansfieldct.gov](http://www.mansfieldct.gov)

# Seizing the Opportunity

Understanding the potential impact of these new projects, the Town of Mansfield applied for a grant in 2011 from the Department of Housing and Urban Development (HUD) to help us plan for growth anticipated as a result of the technology park. Fortunately, we were one of only twenty-seven communities across the country awarded funding. Over the next three years, we will be working with the community to address key issues related to housing, business growth, community character, and overall sustainability. This is your opportunity to help shape the future of your town.



## What is your vision for the future?



### Project Initiatives

#### Housing and Economic Development Strategies

*Best practices and tools related to housing, business, and agriculture will be developed*

#### Plan of Conservation and Development (POCD) Update

*The town's long range land use plan will be updated to reflect housing and economic development strategies as well as overall sustainability objectives*

#### New Zoning and Subdivision Regulations

*The zoning and subdivision regulations will be completely re-written to incorporate sustainable design features and strategies related to community character, housing, business, and agriculture in a user-friendly format*

With great opportunities come great challenges. Here are some of the questions we hope to be able to answer at the end of this process:

- How can we accommodate demand for new housing while continuing our strong tradition of preserving prime agricultural land and natural resources?
- How can we preserve our rural character and give our farmers the tools they need to succeed?
- How can we strengthen our existing neighborhoods?
- How can we support our local businesses and capitalize on opportunities presented by the Tech Park to increase job opportunities for residents?
- How can we increase availability and access to affordable housing?
- How can we improve our development regulations to make sustainable design easier?
- How can we ensure that new development meets demand and is compatible with surrounding neighborhoods?