



**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, September 23, 2013  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.**

**AGENDA**

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**CALL TO ORDER**

**ROLL CALL**

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**REPORTS AND COMMENTS OF COUNCIL MEMBERS**

**OLD BUSINESS**

**2. Storrs Center Update (Item #1, 08-12-13 Agenda) (Oral Report)**

**3. North Eagleville Road Walkway Easements (Item #7, 09-09-13 Agenda) ..... 11**

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**FUTURE AGENDAS**

**EXECUTIVE SESSION**

- 16. Sale or purchase of real property, in accordance with CGS §1-200(6)(D)**
- 17. Personnel in accordance with Connecticut General Statutes §1-200(6)(a), Town Manager Performance Review (if needed)**

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
September 9, 2013  
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: Freudmann, Keane, Kochenburger, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro

II. APPROVAL OF MINUTES

Mr. Schaefer moved and Mr. Ryan seconded to approve the minutes of the August 8, 2013 special meeting as presented. The motion passed with all in favor except Mr. Paulhus who abstained. Mr. Paulhus moved and Mr. Shapiro seconded to approve the minutes of August 12, 2013 meeting. Ms. Moran noted the date in section six should read September 9, 2013. The minutes, as amended, passed with all in favor except Ms. Moran who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Betty Wassmundt, Old Turnpike Road and a Republican candidate for Town Council, provided details on the upcoming public hearing and on-site walk regarding the proposed extension of North Hillside Road. Ms. Wassmundt also commented on the proposed contract with Connecticut Water Works and the pear trees in Storrs Center. (Statement attached)

Tulay Luciano, Warrenville Road, asked a number of questions regarding the impact of the NextGen and Tech Park projects on Mansfield. (Statement attached)

Ric Hossack, Middle Turnpike and a Republican candidate for Town Council, asked the Council to slow down any decision on water and agreed with Ms. Wassmundt that a referendum should be held to see how residents feel about the water issue. Mr. Hossack also spoke against a shared Town/UConn Research Fellow at the intermodal center.

Emile Poirier, Valley View Drive, relayed some concerns shared by the residents of Rolling Hills Mobile Home Park regarding the impact the extension of North Hillside Road will have on their quality of life. (Statement attached)

Peter Millman, Dog Lane, thanked the Council for their support for Storrs Center noting the project has increased the quality of life and will reduce taxes for residents. Mr. Millman noted the project has incorporated many "green" features and is excited about the intermodal center and the opportunities the shared research associate will provide.

Art Smith, Mulberry Road, asked the Council to carefully review the communications from the advisory committees regarding the water supply options. Mr. Smith asked whether the beneficiaries of the consent decree, as a result of the possible polluting of well water by UConn, will still have standing with regards access to information when UConn stops being a water company. Mr. Smith spoke to the background of the Yankee Institute.

IV. REPORT OF THE TOWN MANAGER

In addition to his written report Town Manager Matt Hart commented on the following:

- The Windham Council of Governments (WINCOG) is still reviewing its options concerning the planned consolidation of COG's across the state.

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- The Ad hoc Committee on Responsible Contractors has planned a meeting for September 18, 2013 and has invited principals from area technical schools to attend.
- Council of Small Town (COST) membership will be discussed at an October meeting.
- Staff will review the characteristics of the pear trees planted in the Storrs Center project.
- UConn has committed to fulfilling its responsibilities to the Mansfield residents to whom they currently provide water as part of the consent decree. The Town Manager will look at the "standing" issue raised in public comment.

#### V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Ms. Moran noted the Council has yet to endorse the Connecticut Water Company proposal and will be reviewing the comments offered by the advisory committees.

Mr. Ryan noted that as the Town Council representative, he has been attending the Mansfield Board of Education contract negotiation meetings.

#### VI. OLD BUSINESS

##### 1. Community Water and Wastewater Issues/Water Supply Project

Connecticut Water Company President Eric Thornburg and Vice President of Customer and Regulatory Affairs Maureen Westbrook introduced themselves and highlighted some of the key points of the proposed water supply project.

Council members discussed the roles and responsibilities of the Town and CWC in the proposed project, the fact that CWC has been managing the UConn water operation since 2005/2006, the regulatory agencies which control water company operations, and the need for a timely decision.

The Town Manager noted the next step would be, utilizing the comments of the advisory committees, the development of a non-binding letter of intent to be reviewed by the Council. Mr. Hart outlined some of the financing options available for the Four Corners project.

##### 2. Community/Campus Relations/Next Generation Connecticut Initiatives

UConn Vice Provost Sally Reis and University Master Planner and Architect Laura Cruickshank provided an update on the background, goals and impacts of the Next Generation Connecticut initiatives. Ms. Reis noted none of these initiatives will go forward if the UConn operating budget is reduced. Ms. Cruickshank reported the University is planning to construct 2 or 3 large dorms by 2016. In response to comments from the public regarding a study undertaken to identify the impacts on the Town, UConn representatives stated they took a look and a number of factors including water, parking, transportation and housing. They are interested in working with the Town.

The Council discussed the impact of additional students on the Town and its neighborhoods.

The Town/University Relations Committee will be meeting on September 10, 2013. A report on student activities over the last few weekends, including information on which landlords have been cooperative, will be presented at the next Council meeting.

##### 3. Transportation Center Operations Plan

Mr. Ryan moved and Mr. Paulhus seconded effective September 9, 2013 to: 1) approve the Nash-Zimmer Transportation Center Operations Plan and Budget as prepared by staff; and 2) to authorize the Town Manager to execute the Memorandum of Understanding between the Town of Mansfield and the University of Connecticut for the Storrs Center Intermodal Center Living Laboratory.

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Director of Public Works Lon Hultgren and Mansfield Downtown Partnership Director Cynthia vanZelm reviewed the plan and the changes made in response to advisory committee comments. Civil Engineering Professor Nick Lownes described the plan and enthusiasm surrounding the proposed Storrs Center Intermodal Center Living Laboratory.

The motion passed with all in favor except Ms. Keane and Mr. Freudmann who voted nay.

#### VII. NEW BUSINESS

##### 4. Town Square Design and Funding Plan

Town Manager Matt Hart outlined the funding plan for the town square. Staff reviewed the proposed design plan, which is designed to be flexible. The Partnership will hold a public hearing on the application on September 17, 2013 after which the Director of Planning and Development will make her recommendation as to whether or not the application meets the criteria of the Storrs Center Special Design District Regulations and Design Guidelines.

Council members discussed the design, some urging the inclusion of more green spaces.

Mr. Paulhus left the meeting at 10:26 p.m.

##### 5. Notice of Grant Award – Main Street Investment Fund Program

Ms. Moran moved and Mr. Shapiro seconded to approve the following resolution: RESOLVED, that the Town Council of the Town of Mansfield, Connecticut, authorizes approval of the Main Street Investment Fund Program Notice of Grant Award for the Storrs Center Downtown Enhancement Plan, and identifies, Matthew Hart, Town Manager, as an individual authorized to sign the Notice of Grant Award and administer the project. Such Notice of Grant Award is attached to and made part of this record. The motion passed unanimously.

##### 6. MRRA, Single Family Refuse Rate Adjustment for Automated Collection

Ms. Moran moved and Mr. Shapiro seconded to recess as the Town Council and convene as the Mansfield Resource Recovery Authority.

Motion passed unanimously.

Ms. Moran moved and Mr. Shapiro seconded to approve the following resolution: RESOLVED, to amend Sections A196-12(F)&(G) of the Mansfield Solid Waste Regulations, which amendments will be effective October 1, 2013.

Recycling Coordinator Virginia Walton explained the switch to an automated collection system and the 5% increase in single family rates.

The motion passed with all in favor.

Mr. Shapiro moved and Ms. Keane seconded to adjourn as the Mansfield Resource Recovery Authority and reconvene as the Town Council.

Motion passed unanimously.

##### 7. North Eagleville Road Walkway Easements

Ms. Moran moved and Mr. Schaefer seconded to approve the following resolutions: RESOLVED, effective September 9, 2013, the Town Council hereby refers the acquisition of easements on North Eagleville Road for the construction of a public walkway between Hunting Lodge Road and Northwood Road to the Planning and Zoning Commission as required under Connecticut General Statutes Section 8-24;

Be it further resolved, that as authorized under Connecticut General Statutes Sections 48-6 and 8-129, the affected property owners be notified and a public hearing be held at 7:30 PM at the Town Council's September 23, 2013 meeting concerning the acquisition of said easements by eminent domain.

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The motion passed with all in favor.

8. Proclamations

Ms. Moran moved and Mr. Shapiro seconded, effective September 9, 2013, to authorize the Mayor to issue the attached proclamations:

- Proclamation in Recognition of F. W. Mayo and Sons, LLC
  - Proclamation Designating September as Senior Center Month
  - Proclamation Designating September as Leukemia, Lymphoma, & Myeloma Awareness Month
- Motion passed unanimously.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

IX. REPORTS OF COUNCIL COMMITTEES

Mr. Schaefer noted the Four Corners Water and Sewer Advisory Committee met last week and its report is in the packet.

Mr. Ryan reported the Finance Committee met and will present the Financial Statements and Year End Transfers at the next Council meeting.

Ms. Moran commented the Personnel Committee will be meeting to discuss the Town Manager's evaluation.

Mr. Kochenburger announced the Committee on Committees will be meeting on Friday September 13, 2013.

X. PETITIONS, REQUESTS AND COMMUNICATIONS

9. K. Rawn

10. P. Nystrom/A. Bergen re: Central Corridor Passenger Rail Coalition

11. Mansfield Minute – September 2013

12. Mansfield Senior Center Computer Classes

13. Planning and Zoning Commission re: Pleasant Valley Resident/Agriculture and Pleasant Valley Commercial/Agriculture Regulations

14. VNA East September 2013 Health Screening and Clinics

15. Yankee Institute for Public Policy re: Transparency Audit – The Town Manager commended staff for their efforts. Council members noted the efforts of the Town Clerk and Information Technology Departments.

XI. FUTURE AGENDA

No items offered.

XII. ADJOURNMENT

Mr. Shapiro moved and Ms. Keane seconded to adjourn the meeting at 11:05 p.m.

The motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

SEPTEMBER 9, 2013

Sept 9, 2013

To: Town Council

From: Betty Wassmundt, candidate for Council  
Old Turnpike Rd, Storrs

I want to remind you and all other townspeople that there is a very important public hearing tomorrow. This is about the University's extension of North Hillside Road which will be home to the planned Tech Park. Specifically it is about a water diversion permit and a wetlands permit but it will provide the public an opportunity to see what is planned and to ask questions. This is a project that will have great impact on this town; everyone should be interested. At 1:00 there will be an on-site walk through the area of the planned roadway; meet on North Hillside Road. I'm going; I want Uconn to show me on-site what forest lands and wetlands will be lost. This is an area with extensive wetlands. I hope to see many townspeople there. At 5:00 there will be a presentation of the project and then the public hearing starts at 6:00. The public hearing is in Room 146 at the Bishop Center. If you have questions, please phone me.

About water, Uconn, the town and CWC: there is no reason for Mansfield to be under any time constraint to make any contract about water with anyone.

Before talk of contracts with CWC, this <sup>council</sup> town needs to know what the townspeople want to do about water and sewers. People need to know the cost to them of such a project. People need to know if there is a market driven need to provide water and sewer to new parts of town.

An election is coming up in November, this is the perfect opportunity to ask advisory questions of the public before committing to contracts and large expense. Ask the public via questions on the ballot for their opinion. Involve the general public. Give the public the information they need and listen to your constituents.

As an aside, this town really planted invasive trees in the Downtown/Route 195 streetscapes. These pear trees are going to damage our environment. Already we battle invasive barberry and bittersweet. Now this town has given us invasive pear trees. These pears will look beautiful when in bloom but be forewarned, soon we will see them all over the place. What happens with the invasives is that where they exist, native growth is retarded and then the entire ecosystem changes. I am nonplussed to learn of these trees.

Thank you.

To: Town Council  
From: Emile Poirier  
8 Valley view dr.  
Date: September 9, 2013  
Re: Social Impact of Water issues on Rolling Hills Mobile Home Park

Much has been discussed and written about the water and sewer lines coming to The University of Connecticut and the Four Corners area. However, there has not been much discussed regarding the impact of these changes to the residents in the four corners, particularly those in Rolling Hills.

It is my understanding that Jensen's is one of the biggest sources of revenue for the town. So I believe that it is imperative that the impact on those residents be taken in account. It is not clear from the August 24, minutes what rights the town will have vs. the University's rights. I feel very strongly that the town should have more control over the water, sewer and development of the North Hillside road extension because of the Jensen's Rolling Hills 55 and older community located adjacent to the site. I realize that Storrs/Mansfield is a University town, but the University is not the sole consideration here.

One of the major concerns for residents of Rolling Hills is the probable increase of land value and the attendant rise of taxes on both the Rolling Hills property and the individual homes. Another tax rise would adversely affect a large portion of residents. Many would be forced out or be in need of town assistance to remain in their homes

Another concern is the possibility of growth along the access road, as this would negatively impact the quiet, rural lifestyle that we now enjoy. There is also concern about noise. During Homecoming and Spring weekend the noise is overwhelming. How much worse would it be if more apartments were ever constructed along the access road?

The Route 44 terminus of the access road will impact our seniors, making it difficult to get into and out of our community due to increase traffic flow.

We will all (hopefully) grow old and after a lifetime of work we should be allowed to enjoy are remaining years in peace. We would like to see that access road remain as open and rural as possible.

Thank You  
Emile Poirier  
8 Valley View Dr.  
Storrs/Mansfield ct. 06268

I have series of questions:

1. If UConn's Master Planner Cruickshank and Vice Provost Reis are here, I would like to greet them and ask some questions:

- Did the university and the legislature study the negative effects of NextGen and Tech park projects on Mansfield and how to mitigate them before they crafted the bills?

If yes, could they share this information with us?

- If there is no such a study, why do they want us to cooperate with them?

Can we get a definite answer this evening? This question is also directed to our town management.

- My other question to the university officials is: Why are they insisting that both Tech Park and Nextgen be implemented in Storrs, a small town with no adequate water and no direct access to the highways?

2. I agree with the Conservation Commission's question about *Senate Bill No. 1242 Public Act No. 11-57 67 of 85 regarding: university's "charge and supervision.... supervision shall extend to any off-campus improvements..."* This needs to be spelled out very clearly which improvements, which locations, and if there is a conflict who will have the final decision?

3. It seems the town will get water from CWC. What happened to the environmentalists' warning about the negative effects of interbasin transfer on the rivers and who will monitor it and seek remediation?

Tulay Luciano  
808 Warrenville Road  
Mansfield Ctr. 06250

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PUBLIC HEARING  
TOWN OF MANSFIELD  
September 23, 2013

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting on September 23, 2013 to solicit comments regarding the acquisition of easements by eminent domain at 188, 194, and 202 North Eagleville Road in accordance with CGS§ 48-6 and 8-129.

At this hearing persons may address the Town Council and written communications may be received. Information regarding the acquisitions is on file and available at the Town Clerk's office: 4 South Eagleville Road, Mansfield and is posted on the Town's website ([mansfieldct.gov](http://mansfieldct.gov)).

Dated at Mansfield Connecticut this 12th day of September 2013.

Mary Stanton, Town Clerk

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant Town Manager; Lon Hultgren, Director of Public Works  
**Date:** September 23, 2013  
**Re:** North Eagleville Road Walkway Easements

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**Subject Matter/Background**

At Monday's meeting, the Town Council will conduct a public hearing regarding the North Eagleville Road Walkway Easements.

As you will recall, we have been working in concert with UConn to construct a walkway on the north side of North Eagleville Road from Hunting Lodge Road to Northwood Road. UConn has agreed to fund the design and construction, and the Town is obtaining the needed easements.

While the four property owners involved have agreed to sign the easements, we have encountered some difficulty in getting the lenders to execute the subordinations needed to allow the easements to become the Town's without encumbrances. We encountered this situation several years ago with the easements that were needed for the bikeway on Birch Road. What we did then, and are recommending now, is to use the Town's power of eminent domain to secure the easements so that the bank's subordinations are not needed. We refer to this process as a "friendly" condemnation, as the property owners have already agreed to the easements and are not contesting them.

As required by Connecticut General Statutes Sections 48-6 & 8-129, the Town has notified the property owners and will conduct a public hearing at the September 23, 2013 meeting. The Council must then make a finding that these easements are required for the purpose of establishing, constructing or maintaining a public work or municipal purpose. The condemnation must take place within six months of this action.

The Planning and Zoning Commission has responded to the Town Council's referral for review under Connecticut General Statutes Section 8-24 (see attached). Council should now be able to act to authorize the acquisition of these easements using eminent domain.

Of the four easements required for this project one has been completely executed and subrogated (204 N. Eagleville), and we expect the second (188 N. Eagleville) to be subrogated by the lender in the very near future. The other two (numbers 194 and 202) are still in limbo with the lenders, although we are optimistic that at least one of them will come through with the subrogation as well.

### **Financial Impact**

We have agreed to purchase these easements as part of the Town's local contribution to the walkway. The cost of the easements totals \$3,995 (plus closing costs), which would be charged against the Town's capital budget account for transportation enhancements.

### **Legal Review**

The agreement between the Town and UConn to fund the walkway's construction has been reviewed by the Town Attorney, and will be presented to the Council as well. The easements have been prepared by Attorney Dennis Poitras, who has assisted the Town in acquiring properties in most of our recent walkway projects.

### **Recommendation**

In order to continue progress on this project, Council can authorize the condemnation of these easements with the following resolution:

*Effective September 23, 21013, be it resolved by the Mansfield Town Council that it finds that pursuant to Connecticut General Statutes 48-6 and 8-129 the acquisition of easements at 188, 194 and 202 North Eagleville Road is required to establish, construct or maintain a public work or municipal purpose to construct a public walkway along the North side of Eagleville Road. Having conducted the required public hearing and notified the property owners, the acquisition of these properties using the powers of eminent domain prescribed in the above referenced CGS sections is hereby authorized. Be it further resolved that if the easement acquisition process, including the subrogations by the mortgage holders on said properties, is completed by October 1, 2013 on any of these three properties, said condemnations will not be necessary and the easements shall be acquired through normal signatures and closings.*

### **Attachments**

- 1) Planning and Zoning Commission re: 8-24 Referral; North Eagleville Road Sidewalks
- 2) T. Veillette re: North Eagleville Road Pedestrian Way – Easement Acquisitions
- 3) Connecticut General Statutes Sections 48-6, 8-129



**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, September 17, 2013  
Re: 8-24 Referral; North Eagleville Road Sidewalks

At a meeting held on 9/16/13, the Mansfield Planning and Zoning Commission adopted the following motion:

“That the Planning and Zoning Commission notify the Town Council that the proposed acquisition of easements for construction of a sidewalk along the north side of North Eagleville Road between Hunting Lodge Road and Northwood Road is consistent with the 2006 Plan of Conservation and Development.”

**Memo**  
September 4, 2013

To: Lon Hultgren  
From: Timothy Veillette  
Subject: North Eagleville Road Pedestrianway – Easement Acquisitions

As you are aware we have developed plans to construct an pedestrian walkway along the north side of North Eagleville Road. This segment of paved walkway will extend from the intersection of Hunting Lodge Road to Northwood Road. Because this area sees very high volumes of pedestrian traffic, safety warrants the construction of this section.

Throughout the design process we have made every effort to keep the affected owners and the general public informed. The adjacent homeowners were informed by letter. The design was then finalized, incorporating comments from the adjacent homeowners.

With the design complete, the required easement maps were prepared by F. A. Alfred Benesch and Company. Four easements will be required to construct this pedestrianway, the majority being just over the existing road right-of-way line. Joseph E. Hickey III of Connecticut, Certified General Appraiser, was then hired to appraise these easements at fair market value.

Easement packets were sent to each of the property owners that we needed an easement from. The packet contained a cover letter, a draft deed, the easement appraisal, the easement map. The letter requested that the individuals review the materials, then sign off on the easement. Of the 4 easements needed, all 4 have responded positively, returning the signed easement documents. The remaining part of the easement acquisition is the lenders signing off. This has been, as in most instances, difficult. The lenders are slow to respond, not because of opposition, but due to processing procedures.

The table below is summary of the 15 easements for this project.

Property Address	Owner	Easement Area (SF)	Appraised Value
188 No. Eagleville Rd	Mihalopoulos	110	\$820
194 No. Eagleville Rd	Shih & Yuan	54	\$120
202 No. Eagleville Rd	Tavar	705	\$1,150
204 No. Eagleville Rd	Cooper	3,175	\$1,905

We have now exhausted our ability to acquire these easements through the lenders amicably. Therefore, in order to proceed with this project we need to initiate acquisition of these properties by condemnation.

Sections 48-6, 48-12 and 8-129 of the Connecticut General Statutes (CGS), under which municipalities can acquire needed property by the power of eminent domain, require the property owners be notified and a public hearing held. After the public hearing Council will need to vote to acquire the properties pursuant to CGS 48-6 in which a finding of "convenience and necessity" for the purpose of travel by bicycle and foot is made. I recommend we proceed in this manner ASAP. Following the public hearing, we will provide the exact language for the finding and authorization for the acquisitions.

Sec. 48-6. Time limits for municipal corporations to take real property. Taking of property in neighborhood revitalization zones.

(a) Any municipal corporation having the right to purchase real property for its municipal purposes which has, in accordance with its charter or the general statutes, voted to purchase the same shall have power to take or acquire such real property, within the corporate limits of such municipal corporation, and if such municipal corporation cannot agree with any owner upon the amount to be paid for any real property thus taken, it shall proceed in the manner provided by section 48-12, within six months after such vote or such vote shall be void.

(b) In the case of acquisition by a redevelopment agency of real property located in a redevelopment area, except as provided in sections 8-127a, 8-193 and 32-224, the time for acquisition may be extended by the legislative body upon request of the redevelopment agency, provided the owner of the real property consents to such request.

(c) In accordance with the policy established in section 7-603, any municipal corporation may take property which is located within the boundaries of a neighborhood revitalization zone identified in a strategic plan adopted pursuant to sections 7-601 and 7-602. The acquisition of such property shall proceed in the manner provided in sections 8-128 to 8-133, inclusive, and 48-12.

Sec. 8-129. Agency to determine compensation and file with Superior Court and town clerks; notice to owners and interested parties. Possession of land. Certificate of taking. (a)(1) The redevelopment agency shall determine the compensation to be paid to the persons entitled thereto for real property to be acquired by eminent domain pursuant to section 8-128.

(2) For any real property to be acquired by eminent domain pursuant to section 8-128 or 8-193, or by condemnation pursuant to section 32-224, pursuant to a redevelopment plan approved under this chapter or a development plan approved under chapter 132 or 5881, the agency shall have two independent appraisals conducted on the real property in accordance with this subdivision. Each appraisal shall be conducted by a state-certified real estate appraiser without consultation with the appraiser conducting the other independent appraisal, and shall be conducted in accordance with generally accepted standards of professional appraisal practice as described in the Uniform Standards of Professional Appraisal Practice issued by the Appraisal Standards Board of the Appraisal Foundation pursuant to Title XI of FIRREA and any regulations adopted pursuant to section 20-504. Each appraiser shall provide a copy of the appraisal to the agency and the property owner. The amount of compensation for such real property shall be equal to the average of the amounts determined by the two independent appraisals, except that the compensation for any real property to be acquired by eminent domain pursuant to section 8-193 or by condemnation pursuant to section 32-224 shall be one hundred twenty-five per cent of such average amount. If the agency acquires real property that is subject to this subdivision five years or more after acquiring another parcel of real property within one thousand feet of the property pursuant to a redevelopment plan or development plan, the agency shall increase the amount of compensation for the subsequent acquisition of real property by an additional five per cent for each year from the sixth year until the tenth year after the acquisition of the first parcel of real property. With respect to a redevelopment plan or development plan for a project that is funded in whole or in part by federal funds, the provisions of this subdivision shall not apply to the extent that such provisions are prohibited by federal law.

(3) The redevelopment agency shall file a statement of compensation, containing a description of the property to be taken and the names of all persons having a record interest therein and setting forth the amount of such compensation, and a deposit as provided in section 8-130, with the clerk of the superior court for the judicial district in which the property affected is located.

(b) Upon filing such statement of compensation and deposit, the redevelopment agency shall forthwith cause to be recorded, in the office of the town clerk of each town in which the property is

located, a copy of such statement of compensation, such recording to have the same effect and to be treated the same as the recording of a lis pendens, and shall forthwith give notice, as provided in this section, to each person appearing of record as an owner of property affected thereby and to each person appearing of record as a holder of any mortgage, lien, assessment or other encumbrance on such property or interest therein (1) in the case of any such person found ~~to be residing within this state, by causing a copy of such notice,~~ with a copy of such statement of compensation, to be served upon each such person by a state marshal, constable or indifferent person, in the manner set forth in section 52-57 for the service of civil process, and (2) in the case of any such person who is a nonresident of this state at the time of the filing of such statement of compensation and deposit or of any such person whose whereabouts or existence is unknown, by mailing to each such person a copy of such notice and of such statement of compensation, by registered or certified mail, directed to such person's last-known address, and by publishing such notice and such statement of compensation at least twice in a newspaper published in the judicial district and having daily or weekly circulation in the town in which such property is located. Any such published notice shall state that it is notice to the widow or widower, heirs, representatives and creditors of the person holding such record interest, if such person is dead. If, after a reasonably diligent search, no last-known address can be found for any interested party, an affidavit stating such fact, and reciting the steps taken to locate such address, shall be filed with the clerk of the superior court and accepted in lieu of mailing to the last-known address.

(c) Not less than thirty-five days or more than ninety days after such notice and such statement of compensation have been so served or so mailed and first published, the redevelopment agency shall file with the clerk of the superior court a return of notice setting forth the notice given and, upon receipt of such return of notice, such clerk shall, without any delay or continuance of any kind, issue a certificate of taking setting forth the fact of such taking, a description of all the property so taken and the names of the owners and of all other persons having a record interest therein. The redevelopment agency shall cause such certificate of taking to be recorded in the office of the town clerk of each town in which such property is located. Upon the recording of such certificate, title to such property in fee simple shall vest in the municipality, and the right to just compensation shall vest in the persons entitled thereto. At any time after such certificate of taking has been so recorded, the redevelopment agency may repair, operate or insure such property and enter upon such property, and take any action that is proposed with regard to such property by the project area redevelopment plan.

(d) The notice required in subsection (b) of this section shall state that (1) not less than thirty-five days or more than ninety days after service or mailing and first publication thereof, the redevelopment agency shall file, with the clerk of the superior court for the judicial district in which such property is located, a return setting forth the notice given, (2) upon receipt of such return, such clerk shall issue a certificate for recording in the office of the ~~town clerk of each town in which such property is located,~~ (3) upon the recording of such certificate, title to such property shall vest in the municipality, the right to just compensation shall vest in the persons entitled thereto and the redevelopment agency may repair, operate or insure such property and enter upon such property and take any action that may be proposed with regard thereto by the project area redevelopment plan, and (4) such notice shall bind the widow or widower, heirs, representatives and creditors of each person named in the notice who then or thereafter may be dead.

(e) When any redevelopment agency acting on behalf of any municipality has acquired or rented real property by purchase, lease, exchange or gift in accordance with the provisions of this section, or in exercising its right of eminent domain has filed a statement of compensation and deposit with the clerk of the superior court and has caused a certificate of taking to be recorded in the office of the town clerk of each town in which such property is located as provided in this section, any judge of such court may, upon application and proof of such acquisition or rental or such filing and deposit and such recording, order such clerk to issue an execution commanding a state marshal to put such municipality and the redevelopment agency, as its agent, into peaceable possession of the property so acquired, rented or condemned. The provisions of this subsection shall not be limited in any way by the provisions of chapter 832.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matthew Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Linda Painter, Director of Planning & Development  
**Date:** September 23, 2013  
**Re:** Council of Governments (COG) Consolidation

---

**Subject Matter/Background**

As we have briefly discussed, the State of Connecticut plans to consolidate the existing regional planning organizations (RPO's) and councils of government (COG's) by January 1, 2014. Currently, Connecticut has 14 regional RPO's and COG's, which the state plans to consolidate into eight COG's. The Connecticut Office of Policy and Management (OPM) plans to issue an initial report on October 1, 2013 to the General Assembly's Planning and Development Committee outlining the state's proposed configuration.

Mansfield is currently part of the Windham Region Council of Governments (WINCOG). I sit on the WINCOG Board of Directors as Mansfield's representative. The WINCOG board has been reviewing the consolidation issue for some time. As part of our review, we have met with the three other area COG's: the Capitol Region Council of Governments (CRCOG), the Northeastern Connecticut Council of Governments (NECCOG) and the Southeastern Connecticut Council of Governments (SECCOG). At our recent meeting on September 6<sup>th</sup>, the WINCOG board indicated its preference to join CRCOG or SECCOG as a district or a sub-region, with the understanding that some of our eastern rural towns (Hampton and Scotland) would likely move to join NECCOG.

With disappointment, the WINCOG board learned this week that it will not be able to pursue its district concept in earnest as OPM plans to consolidate WINCOG and NECCOG, and will announce this proposal in its October 1<sup>st</sup> report to the legislature. OPM will, however, honor any individual town's request to join another COG, as long as that request is received by October 1, 2013. This has prompted a flurry of moves and requests by WINCOG towns. Columbia and Coventry have voted to request permission to join CRCOG, and Hampton and Scotland have asked to join NECCOG. I anticipate that Lebanon and Windham will indicate a preference for SECCOG and am uncertain how Chaplin and Willington will respond.

To assist the Town Council with its review of this item, staff has prepared the attached comparison of two COG's: CRCOG and NECCOG. We have not included SECCOG in our analysis as this option does not appear to be favored by OPM and our neighboring communities of Columbia and Coventry have expressed a desire to join CRCOG. CRCOG is comprised of 30 towns in the Metro Hartford area, with offices located in Hartford. Many of our comparable council-manager communities belong to CRCOG, including Farmington, Tolland and Glastonbury. In addition, Mansfield is part of the Greater Hartford Urbanized Transportation Area and the Coventry-Mansfield-Tolland-Willington Probate District. Most of our existing business relationships are with municipalities that either belong or intend to join CRCOG. As the largest council of governments in the state, CRCOG has significant capacity and depth of resources available to member towns. Various CRCOG members do share a number of services, including animal control, dispatch and information technology.

NECCOG is comprised of 12 towns in northeastern Connecticut, with offices located in the Dayville section of Killingly. While NECCOG does not have the capacity or depth of CRCOG, it does provide certain regional services such as animal control and revaluation.

I have asked Mark Paquette, WINCOG Executive Director, and Linda Painter, Mansfield's Director of Planning and Development, to attend Monday's Council meeting to assist you with your discussion of this item.

### **Recommendation**

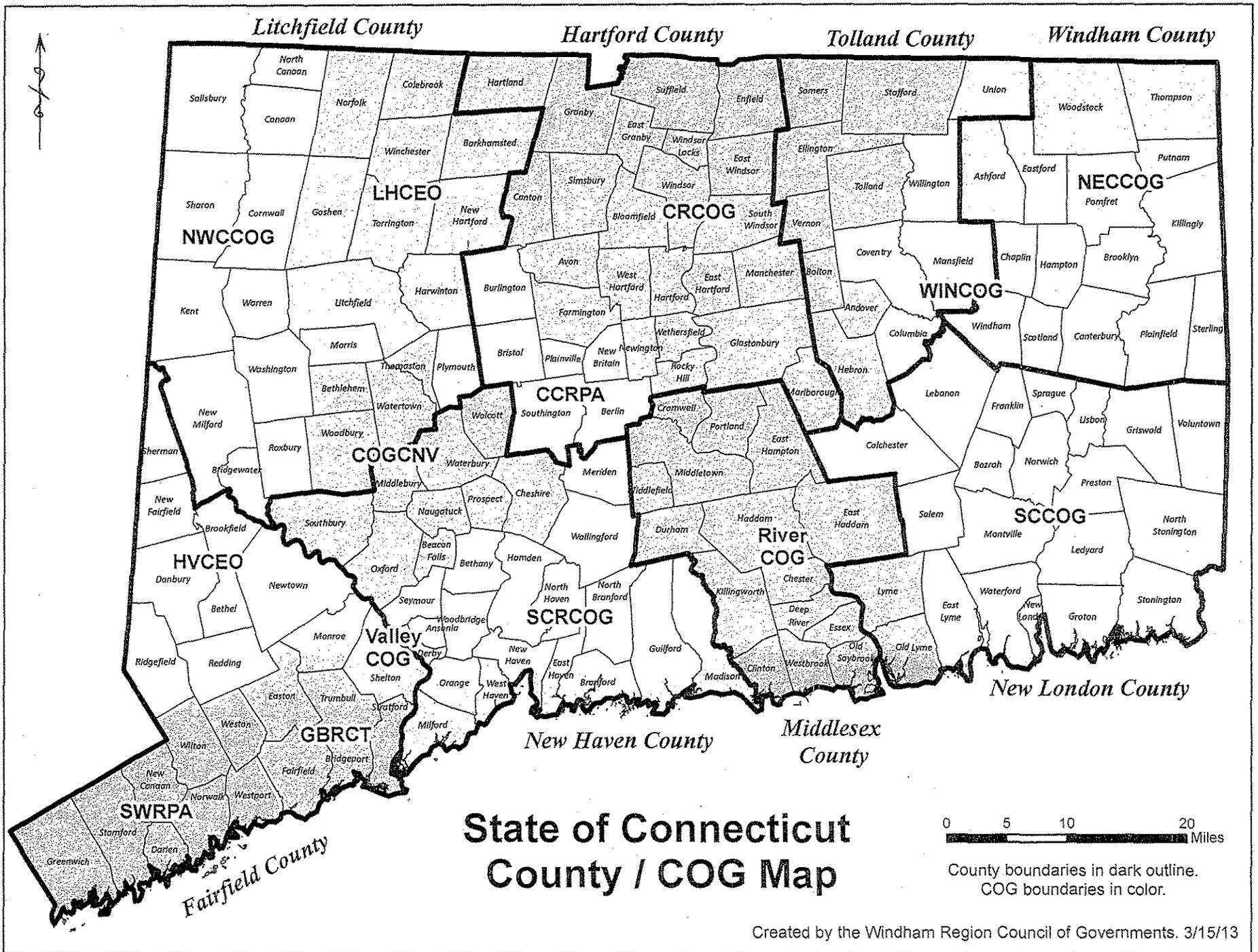
Based on its comparison of the two COG's and Mansfield's demographics, needs and interests, staff views CRCOG as a better fit for Mansfield and recommends that the Town Council endorse this option.

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

*Resolved, effective September 23, 2013, to authorize Town Manager Matthew W. Hart to issue a letter to the Connecticut Office of Policy and Management on behalf of the Town of Mansfield, indicating Mansfield's preference to join the Capitol Region Council of Governments (CRCOG) as part of the state's consolidation process.*

### **Attachments**

- 1) State of Connecticut/County COG map
- 2) Comparison of CRCOG and NECCOG



# State of Connecticut County / COG Map

0 5 10 20 Miles

County boundaries in dark outline.  
COG boundaries in color.

## Summary of recent Legislation regarding the OPM Boundary Study

### SUMMARY of Changes:

#### SECTION 249

**PLANNING REGION BOUNDARY DETERMINATION:** Adds to the list of criteria the OPM secretary must consider in his analysis of state planning regions and requires him to report to the Planning and Development Committee on its status by October 1, 2013. Adds the Commissioner of Transportation to the process.

On or before January 1, 2014 the Office of Policy and Management shall conduct an analysis of the boundaries of logical planning regions designated or re-designated under section 16a-4a, as amended by this act.

Regions that voluntarily consolidate prior to Jan 1, 2014 "shall be exempt from -re-designation"

**NOTIFY MUNICIPALITY OF BOUNDARY CHANGE / APPEALS:** The secretary shall, not later than January 1, 2014, notify the chief executive officer of each municipality located in a planning region in which the boundaries are proposed for re-designation.

If the legislative body of the municipality objects to such proposed re-designation, the chief executive officer of the municipality may petition the secretary to commence an appeals process that can take up to 300 days to complete.

**NEW REGIONAL BOUNDARIES FINAL JANUARY 2015:** Any revision to the boundaries of a planning area shall be effective on January 1, 2015.

### DETAILS:

Sec. 249. Section 16a-4c of the general statutes is repealed and the following is substituted in lieu thereof (Effective from passage ):

(a) On or before January 1, 2014, and at least every twenty years thereafter, the Secretary of the Office of Policy and Management, within available appropriations, and in consultation with regional planning organizations, as defined in section 4-124i, as amended by this act, the Connecticut Conference of Municipalities, the Connecticut Council of Small Towns, the Commissioner of Transportation and the chairpersons and ranking members of the joint standing committee of the General Assembly having cognizance of matters relating to planning and development, shall conduct an analysis of the boundaries of logical planning regions designated or re-designated under section 16a-4a, as amended by this act . As part of such analysis, the secretary shall evaluate opportunities for coordinated planning and the regional delivery of state and local services. Such analysis shall include, but not be limited to, an evaluation of (1) economic regions, including regional economic development districts established pursuant to chapter 588ff; (2) comprehensive economic development strategies developed by such regional economic development districts; (3) labor market areas and workforce investment regions; (4) natural boundaries, including watersheds, coastlines, ecosystems and habitats; (5) relationships between urban, suburban and rural areas, including central cities and areas outside of the state; (6) census and other demographic information, **including areas in the state designated by the United States Census Bureau as urbanized areas and urbanized clusters** ; (7) political boundaries, including municipal boundaries and congressional, senate and assembly districts; (8) transportation corridors, connectivity and boundaries, including the boundaries of metropolitan planning agencies; (9) current federal, state and municipal service delivery regions, including, but not limited to, regions established to provide emergency, health, transportation or human services; and (10) the current capacity of each regional planning organization to deliver diverse state and local services and to comply with the requirements of any relevant federal transportation authorizing acts . Such analysis shall also establish a minimum size for logical planning areas that takes into consideration the number of municipalities, total population, total square mileage and whether [the] a proposed planning region will have the capacity to successfully deliver [necessary regional services] sophisticated planning

activities and regional services. **Such analysis shall consider designating rural regions in areas of the state that do not have urbanized areas**. The secretary may enter into such contractual agreements as may be necessary to carry out the purposes of this subsection. On or before October 1, 2013, said secretary shall submit a report, in accordance with section 11-4a, to the joint standing committee of the General Assembly having cognizance of matters concerning planning and development. Such report shall provide the status of the analysis required pursuant to this subsection.

(b) Any two or more contiguous planning regions that contain a total of fourteen or more municipalities and voluntarily consolidate to form a single [ regional council of governments or regional council of elected officials] planning region shall be exempt from re-designation pursuant to subsection (a) of this section, provided the Secretary of the Office of Policy and Management formally re-designates such planning regions prior to January 1, 2014. The secretary may, in his or her discretion, waive the requirement that such re-designated planning region contain a total of fourteen or more municipalities.

(c) (1) The secretary shall, not later than January 1, 2014, notify the chief executive officer of each municipality located in a planning region in which the boundaries are proposed for re-designation. If the legislative body of the municipality objects to such proposed re-designation, the chief executive officer of the municipality may, not later than thirty days after the date of receipt of the notice of re-designation, petition the secretary to attend a meeting of such legislative body. The petition shall specify the location, date and time of the meeting. The meeting shall be held not later than sixty days after the date of the petition. The secretary shall make a reasonable attempt to appear at the meeting, or at a meeting on another date within the sixty-day period. If the secretary is unable to attend a meeting within the sixty-day period, the secretary and the chief executive officer of the municipality shall jointly schedule a date and time for the meeting, provided such meeting shall be held not later than two hundred ten days after the date of the notice to the chief executive officer. At such meeting, the legislative body of the municipality shall inform the secretary of the objections to the proposed re-designation of the planning area boundaries. The secretary shall consider fully the oral and written objections of the legislative body and may re-designate the boundaries. Not later than sixty days after the date of the meeting, the secretary shall notify the chief executive officer of the determination concerning the proposed re-designation. The notice of determination shall include the reasons for such determination. As used in this subsection, "municipality" means a town, city or consolidated town and borough; "legislative body" means the board of selectmen, town council, city council, board of alderman, board of directors, board of representatives or board of the warden and burgesses of a municipality; and "secretary" means the Secretary of the Office of Policy and Management or the designee of the secretary.

(2) Any revision to the boundaries of a planning area, based on the analysis completed pursuant to subsection (a) of this section or due to a modification by the secretary in accordance with this subsection, **shall be effective on January 1, 2015.**

Sec. 250. (NEW) (Effective from passage ) (a) On or before January 1, 2015, each regional planning agency created pursuant to sections 8-31a to 8-37a, inclusive, of the general statutes, revision of 1958, revised to January 1, 2013, and each regional council of elected officials created pursuant to sections 4-124c to 4-124h, inclusive, of the general statutes, shall be restructured to form a regional council of governments as provided in section 4-124j of the general statutes, as amended by this act.

(b) A regional council of governments may accept or participate in any grant, donation or program available to any political subdivision of the state and may also accept or participate in any grant, donation or program made available to counties by any other governmental or private entity. Notwithstanding the provisions of any special or public act, any political subdivision of the state may enter into an agreement with a regional council of governments to perform jointly or to provide, alone or in cooperation with any other entity, any service, activity or undertaking that the political subdivision is authorized by law to perform. A regional council of governments established pursuant to this section may administer and provide regional services to municipalities and may delegate such authority to sub-regional groups of such municipalities. Regional services provided to member municipalities shall be determined by each regional council of governments and may include, without limitation, the following services: (1) Engineering; (2) inspectional and planning; (3) economic development; (4) public safety; (5) emergency management; (6) animal control; (7) land use management; (8) tourism promotion; (9) social; (10) health; (11) education; (12) data management; (13) regional sewerage; (14) housing; (15) computerized mapping; (16) household hazardous waste collection; (17) recycling; (18) public facility siting; (19) coordination of master planning; (20) vocational training and development; (21) solid waste disposal; (22) fire protection; (23) regional resource protection; (24) regional impact studies; and (25) transportation.



### Council of Governments Comparison

Topic	CRCOG	NECCOG
Population Represented	Approx. 750,000 (current) <i>Mansfield would be the 10<sup>th</sup> largest town in CRCOG based on current membership.</i>	Approx. 88,000 (current) <i>Mansfield would be the largest town by nearly 10,000 residents. Mansfield's current population is equivalent to 30% of the current member towns' population.</i>
Member Towns	30 in the metro Hartford area. Many of Mansfield's council-manager comparable communities are member towns. Many of Mansfield's neighboring communities (Bolton, Columbia, Coventry, Tolland and Vernon) are existing members or plan to join CRCOG. Mansfield is a member of the Coventry, Mansfield, Tolland and Willington Probate District, and our superior court is located in Rockville (Vernon). <i>CRCOG has a familiarity working with council-manager form of government. CRCOG represents a number of urban and suburban communities as well as more rural communities such as Andover and Bolton.</i>	12 in northeastern Connecticut. Only one member town, Killingly is a council-manager town.  <i>NECCOG may not be as used to working with council-manager communities as CRCOG. NECCOG represents mostly rural communities.</i>
Dues Structure <sup>1</sup>	\$ 0.532 per capita; with base of \$2,000 for rural towns and \$3,000 for urban towns <i>Mansfield's dues would likely decrease</i>	\$.95 per capita  <i>Mansfield's dues would likely increase</i>
COG Organization Resources	More staff capacity, more resources available to member towns. Member towns share various resources and service (e.g. animal control, dispatch, IT). <i>Mansfield would pay less for dues, but have access to a greater scope of services.</i>	Does provide certain regional services (e.g. animal control, revaluation)  <i>Mansfield would pay more for dues, but have access to fewer services.</i>

<sup>1</sup> Estimated

<b>Topic</b>	<b>CRCOG</b>	<b>NECCOG</b>
Transportation & Commuting Patterns	Metro Hartford Area. <i>Mansfield is part of the Greater Hartford Urban Area for purposes of transportation planning and funding. 65% of employed residents work in the greater Hartford area (Hartford and Tolland Counties). 52% of people who work in Mansfield live in Hartford or Tolland Counties.</i>	Northeastern Connecticut, Worcester, MA. <i>15% of Mansfield residents work in the northeast corner (Windham County). 21% of people who work in Mansfield live in the northeast corner (Windham County) or Worcester area.</i>
Planning Region <sup>2</sup>	<i>Mansfield's representative to our current regional planning agency favors joining CRCOG<sup>3</sup>.</i>	
Economic Development Region	Capital Area <i>CRCOG member towns are included in the MetroHartford Comprehensive Economic Development Strategy (CEDS)</i>	Northeast <i>Mansfield is included in the Northeastern Connecticut Economic Partnership Comprehensive Economic Development Strategy (CEDS), which includes all WINCOG and NECOG Towns</i>
Other Regional Considerations	Emergency Management <i>Mansfield is not part of Region-3, of which all current CRCOG towns are included.</i>	Emergency Management <i>Mansfield is part of Region-4, of which all NECCOG towns are included.</i>
	Tourism <i>CRCOG towns are part of the "River Valley" Region, of which Mansfield is not a member town.</i>	Tourism <i>NECCOG towns are part of the "Mystic Country" Region, of which Mansfield is a member town.</i>  <i>Mansfield is part of The Last Green Valley, a 35-town National Heritage Corridor located in eastern Connecticut and south central Massachusetts</i>
	Workforce Board <i>CRCOG towns are part of the Capital Workforce Partners, of which Mansfield is not a member town.</i>	Workforce Board <i>NECCOG towns are part of the Eastern CT Workforce Investment Board, of which Mansfield is a member town.</i>

<sup>2</sup> It is likely that planning regions will be redefined post COG consolidation, and regional plans updated as a result.

<sup>3</sup> Mansfield's regional planning agency representative is Kay Holt; she will be available to provide comment if needed.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant Town Manager; Lon Hultgren, Director of Public Works; Tim Veillette, Project Engineer  
**Date:** September 23, 2013  
**Re:** Memorandum of Agreement (MOA) with UConn for North Eagleville Sidewalk

---

**Subject Matter/Background**

As previously discussed, the Town has been working in concert with the University of Connecticut to construct a walkway on the north side of North Eagleville Road from Hunting Lodge Road to Northwood Road. UConn has agreed to fund the design and construction, and the Town is obtaining the needed easements.

The attached memorandum of agreement between the Town and UConn is now ready for Council's review.

**Financial Impact**

Under the MOA, the Town would purchase the required easements as part of the Town's local contribution to the walkway. The cost of the easements totals \$3,995 (plus closing costs), which would be charged against the Town's capital budget account for transportation enhancements. UConn would agree to pay for the construction itself as well as the nominal costs of construction inspection and quality assurance testing.

The Town would be responsible for the cost of maintaining the walkway following the completion of construction. Staff projects this expense would have minimal impact on the Town's operating budget.

**Legal Review**

The form of agreement has been reviewed and approved by the Town Attorney and the UConn Attorney General's office.

**Recommendation**

Staff recommends that the Town Council authorize me to execute the agreement in order to allow the project to proceed.

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

*Resolved, effective September 23, 2013, to authorize Town Manager Matthew W. Hart to execute the Memorandum of Agreement for the Construction, Inspection and Maintenance of a Sidewalk along North Eagleville Road, Mansfield, Connecticut.*

**Attachments**

- 1) Proposed Memorandum of Agreement



**MEMORANDUM OF AGREEMENT  
FOR  
THE CONSTRUCTION, INSPECTION AND MAINTENANCE OF A SIDEWALK  
ALONG NORTH EAGLEVILLE ROAD, MANSFIELD, CONNECTICUT**

This Agreement is made and entered into by and between the **UNIVERSITY OF CONNECTICUT** (hereinafter "UCONN"), acting herein by its Executive Vice President for Administration and Chief Financial Officer, pursuant to the provisions of Conn. Gen. Stat. Section 4b-38, as revised, AND the **TOWN OF MANSFIELD**, Connecticut (hereinafter "TOWN"), acting herein by its Town Manager, duly authorized.

WITNESSETH:

**WHEREAS**, UCONN has identified a public safety need for a walkway to be constructed along the northern edge of North Eagleville Road between Hunting Lodge and Northwood Roads, and the TOWN has agreed to do so; and

**WHEREAS**, the required contract plans, specifications and estimates have been prepared for an approximately 1,900-foot long by 6-foot wide bituminous walkway on the north side of North Eagleville Road between Hunting Lodge and Northwood Roads as depicted on a set of plans entitled "North Eagleville Road Sidewalk, Project No.: 201544, Town of Mansfield, Town Review Set," dated May 20, 2013 (the "Premises"); and

**WHEREAS**, the TOWN has agreed to be responsible for acquiring the necessary easements and local wetlands approvals, as well as for the construction phase of the Project, which includes, but is not limited to, administration, inspection, and construction engineering services in conjunction therewith, and

**WHEREAS**, upon completion of the walkway, the TOWN has agreed to grant to UCONN an exclusive right to install walkway lighting and up to three (3) emergency call boxes within the bounds of the walkway; and

**WHEREAS**, in exchange, UCONN has agreed to be responsible for funding the design and reimbursing the TOWN for the construction of the Project, and

**NOW, THEREFORE**, for good and other valuable consideration, the parties covenant and agree as follows:

**I. DEFINITIONS**: The following definitions shall apply to this Agreement:

The term "Claims" as used herein is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or

unknown, at law or in equity, in any forum.

The term "Project" as used herein is defined as the construction, inspection and maintenance of a bituminous sidewalk along the north side of North Eagleville Road, between Hunting Lodge and Northwood Roads, as depicted in the contract documents, which include a set of plans entitled "North Eagleville Road Sidewalk, Project No.: 201544, Town of Mansfield, Town Review Set," prepared by BVH Integrated Services, Inc. and Purcell Associates, dated May 20, 2013. A list of the sheets comprising these plans is set forth in Exhibit A, which is attached hereto and made a part hereof.

The term "Records" as used herein is defined as all working papers and such other information and materials as may have been accumulated by the TOWN in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

## II. TOWN'S OBLIGATIONS:

The TOWN shall:

1. Cause the construction, inspection and maintenance of the Project.
2. Designate an individual to act as liaison with UCONN to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.
3. Advertise, receive bids, award a contract or contracts, make payments to a contractor or contractors, and administer construction activities associated with the Project, upon written approvals by UCONN.
4. Obtain bids for all Project items to be supplied or constructed by the TOWN's Contractor utilizing a bidding procedure that must be reviewed and approved by UCONN prior to advertisement of the Project.
5. Obtain the Bid, Performance and Payment Bonds in accordance with TOWN requirements.
6. Analyze all bids, submit a bid summary, including the non-collusion affidavit(s) that the TOWN has received, and any other applicable bid submission requirements pursuant to the Specifications, and request in writing UCONN's approval to award the Project to the lowest responsible bidder.
7. Make no change which will increase the cost of the Project beyond the amounts described in Section IV of this Agreement without prior UCONN approval. TOWN notice to UCONN of any such proposed change shall be in writing. In addition, the TOWN shall not grant any contract time extensions without prior UCONN approval.
8. Notify UCONN in writing regarding the commencement of the Project's construction activities.
9. Provide administration, inspection, field density testing and construction engineering services during the construction phase of the Project. The construction engineering services may include, but not be limited to, consultation, advice, visits to the work site, design services as may be required and review and approval of all shop details and construction drawings received from the Contractor. The TOWN shall also submit to UCONN for review and approval, the name(s) and qualifications of the

TOWN's individual(s) responsible for the administration and inspection of the Project prior to awarding the Project.

10. Cooperate fully with UCONN and permit UCONN to review, at any time, all work performed under the terms of this Agreement and all Project records pertaining thereto.
11. Obtain for the contractor, the right to enter into and pass over and utilize the right-of-way owned by the TOWN, as may be required for the construction phase of the Project.
12. Document expenses by recording all contractor's costs, consultant fees and all municipal costs including payroll hours on time sheets, material purchases (including bills), and equipment charges.
13. Pay one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the TOWN or its contractor(s) or consultant(s), due to inadequate administration, inspection and/or construction engineering services. The percentage(s) derived from the ratio of the total cost of all UCONN-provided services to the total construction cost, as determined by a post-construction audit, will be used to determine the cost of UCONN-provided services incurred due to said errors and/or omissions.
14. Pay for all incurred construction related costs, without reimbursement, in the event the Project is cancelled by the TOWN without proper justification. The TOWN may request cancellation of the Project, and if the Parties mutually determine it is properly justified, the Project may be cancelled.
15. Pay for advertising, construction contract items, administration, and inspection and construction engineering services, including assistants and/or consultants or contractors, rendering professional, technical, engineering or other assistance and advice during the construction phase of the Project. Expenditures reasonably approved by UCONN will be reimbursed under the provisions of Section IV of this Agreement. Written documentation shall be provided to UCONN indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing administrative and inspection services for the Project.
16. Assume all responsibility and liability for:
  - i. The proper maintenance and operation of all the TOWN's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of UConn.
  - ii. The payment for electrical energy from such time as it is required for illumination installed on this Project, located at intersections and lighting pre-existing the project, on municipally maintained roadways.
  - iii. Any and all claims by the contractor which are the result of errors and/or omissions, solely of the TOWN or its consultant(s), due to inadequate administration, inspection and/or construction engineering services.
17. Notify UCONN, in writing, when the construction phase of the Project has been completed and assist UCONN, if requested, in obtaining reproducible copies of the "as built" plans for the Project from the project design consultant.
18. Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State of Connecticut and municipal traffic laws, ordinances and regulations.

19. Reimburse UCONN for any and all damages to the real or personal property of UCONN caused by the acts of the TOWN. UCONN shall give the TOWN reasonable notice of any such damages.
20. Not assert the defense of governmental immunity in the adjustment of claims or in the defense of any suit, unless requested to do so by UCONN. The TOWN agrees that in the event of an adjustment of claims or in the defense of any suit between UCONN and the TOWN, the TOWN shall not assert the defense of governmental immunity.
21. Maintain all aspects of the finished project, except for any emergency call boxes or walkway lighting erected by UCONN.

The TOWN agrees that:

22. In the event the approved construction cost, based on lowest qualified bid, exceeds the total construction cost indicated in Section IV(2)(D) of this Agreement, the TOWN shall: (1) negotiate to add the additional amount of the increased construction cost; (2) reduce the Project's scope in order to not exceed the total construction cost as indicated in Section IV(2)(D), or (3) terminate the Project. Notification in writing of the TOWN's decision shall be provided to UCONN within sixty (60) days of bid opening.
23. If at any time during the construction phase of the Project, UCONN determines that the administration of the Project by the TOWN is not adequate, UCONN may take over or supplement the administration of the Project. The additional costs associated with this action, if any, shall be considered part of the Project costs and shall be funded in accordance with the terms of this Agreement.
24. The obligations set forth in this Section II shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

### **III. UCONN'S OBLIGATIONS:**

UCONN shall:

1. Reimburse the TOWN for Project costs under the terms of this Agreement, pursuant to Section IV of this Agreement. Reimbursement will be made in the following manner:
  - A. The TOWN, on a monthly basis, during active construction periods, shall submit to UCONN on an appropriate UCONN invoice form with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipal personnel costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.
  - B. Upon review and approval of the invoice by UCONN, payment of the reimbursement portion of said costs and expenses will be made to the TOWN.
2. Assume maintenance responsibility for those UCONN facilities constructed as part of this Project (including emergency call boxes and walkway lighting).

3. Reserve the right to inspect all construction activities for the Project.

#### IV. CONSTRUCTION COST REIMBURSEMENT:

1. The maximum amount of reimbursement to the TOWN under the terms of this Agreement is **Two Hundred Forty-Five Thousand Five Hundred Forty Dollars (\$245,540.00)**.
2. The total estimated cost for the construction phase of the Project is set forth below:
  - A. Contract Items and Contingencies: \$225,500.00
  - B. Incidentals to Construction-Municipal Services: \$18,040.00
  - C. Incidentals to Construction-Construction Engineering Services: \$2000.00
  - D. Total Construction Cost [(A)+(B)+(C)]: \$245,540.00
3. If extra work requested, in writing by the TOWN and accepted by UCONN, results in an accumulative cost greater than the amount identified under Item D above, UCONN and TOWN shall enter into a supplemental agreement.
4. Before completion of the construction phase of the Project, the TOWN shall notify UCONN in writing of the semi-final and final inspection dates. Subsequent to UCONN's acceptance of such dates, the TOWN, in concert with UCONN, shall perform the semi-final and final inspections of the Project.
5. UCONN assumes no liability for payment under the terms of this Agreement until this Agreement has been approved in accordance with Section XX below.

V. TERM: The term of this Agreement shall commence on the date of approval of the Agreement as to form by the Office of the Attorney General (see Article XX) and end on August 31, 2014 (hereinafter "Term").

VI. UCONN'S RIGHT OF ENTRY: The TOWN agrees that UCONN shall have the right to enter upon the Premises at any time or from time to time for whatever purpose UCONN deems necessary to enforce its rights or perform its obligations under this Agreement, provided that UCONN will use its best efforts to avoid interfering with TOWN'S business on the Premises.

VII. COMPLIANCE WITH LAW: The TOWN agrees that it will use and perform its work on the Premises so as to conform with and not violate any laws, regulations and/or requirements of the United States and/or the State of Connecticut and/or any ordinance, rule or regulation of the Town of Mansfield, now or hereafter made, relating to the use of the Premises to the extent applicable, and the TOWN shall indemnify and save UCONN harmless from any fines, penalties or costs for violation of or noncompliance with the same, relating to the operation of TOWN'S business on the Premises.

#### VIII. RIGHT TO TERMINATE

1. Upon written notice, UCONN may suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of this Agreement. Any such action may be taken by UCONN for its own convenience. Any such suspension, postponement or termination shall be affected by

delivery to the TOWN of a written notice specifying the extent to which performance of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

2. If UCONN terminates this Agreement prior to the completion of the Project, UCONN shall reimburse the TOWN for allowable costs incurred prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

3. Materials obtained by the TOWN or its prime contractor for the Project, that have been inspected, tested as required, and accepted by UCONN, and that have not been incorporated into the physical Project, shall be purchased from the prime contractor at actual cost as shown by receipted bills; to this cost shall be added all actual costs for delivery at such points of delivery as may be designated by UCONN, as shown by actual cost records. The TOWN shall be reimbursed by UCONN for such costs of the material; and UCONN at its discretion, will determine which material will become the property of UCONN.

**IX. INSURANCE:**

1. The TOWN shall maintain its own insurance policy covering such personal property.

2. TOWN shall obtain and keep in force at its sole expense during the Agreement Term, the following insurance coverage:

- (a) Commercial General Liability
  - 1. Each Occurrence \$1,000,000
  - 2. Products/Completed Operations \$1,000,000
  - 3. Personal and Advertising Injury \$1,000,000
  - 4. General Aggregate \$2,000,000
  - 5. Fire Legal Liability \$ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- (b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (c) Workers' Compensation and Employer's Liability: As required under state law.
- (d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of UCONN and TOWN against other insurable hazards relating to performance.

3. All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of TOWN, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut with respect to liability arising out of operations, maintenance or use of that part of the Premises Agreement to the TOWN. Certificates thereof shall be delivered to UCONN within thirty (30) days after substantial completion of the Premises, and thereafter certificates thereof shall be delivered to UCONN within ten (10) days prior to

the expiration of the term of each such policy, all at no cost to UCONN. All certificates delivered to UCONN shall contain a provision that the company writing said policy will give to UCONN at least twenty (20) days' notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Agreement. Policies shall waive the right of recovery against UCONN and shall be primary.

**X. NOTICES:**

1. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices demands and requests shall be deemed to have been properly served if sent by Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

**If directed to UCONN, written notice shall be addressed to:**

Real Estate Officer  
Real Estate & Risk Management  
31 LeDoyt Road, U-3094  
Storrs, CT 06269-3094

**If directed to the TOWN, written notice shall be directed to:**

Director of PublicWorks  
Town of Mansfield  
4 South Eagleville Road  
Mansfield, CT 06268

**XI. COMPLETE AGREEMENT:** No prior stipulations, agreements or understandings, verbal or otherwise, of the parties hereto or their agents, shall be valid or enforceable unless embodied in the provisions of this Agreement.

**XII. NON-DISCRIMINATION.** References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean the TOWN.

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: Non-Discrimination

- (a) For purposes of this Section, the following terms are defined as follows:
- i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
  - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following

factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**XIII. EXECUTIVE ORDERS:** The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are

incorporated into and are made a part of the Agreement as if they had been fully set forth herein. At the TOWN'S request, UCONN shall provide a copy of these orders to the TOWN. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**XIV. STATE ELECTION ENFORCEMENT COMMISSION (SEEC) CAMPAIGN**

**CONTRIBUTION BAN:** This Agreement is subject to the provisions of the State Election Enforcement Commission (SEEC) Campaign Contribution Ban. For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form (below):

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
Rev. 1/11

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

**CAMPAIGN CONTRIBUTION AND SOLICITATION  
LIMITATIONS**

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

### **DUTY TO INFORM**

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

### **PENALTIES FOR VIOLATIONS**

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

**Civil penalties**—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

### **CONTRACT CONSEQUENCES**

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

### **DEFINITIONS**

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

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

in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

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

an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

**XV. POWER TO EXECUTE.** The individual signing this Agreement on behalf of the TOWN certifies that s/he has full authority to execute the same on behalf of the TOWN and that this Agreement has been duly authorized, executed and delivered by the TOWN and is binding upon the TOWN in accordance with its terms. The TOWN shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the TOWN to sign on behalf of the TOWN, signed on or after the date of the Agreement execution by TOWN.

**XVI. ETHICS AFFIDAVITS AND NONDISCRIMINATION CERTIFICATION REQUIREMENTS**

1. UCONN, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. (Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.)

2. An executed Nondiscrimination Certification must also be provided by the TOWN at the time of Agreement execution for all Agreements with individuals, corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the TOWN has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original Agreements as well as Agreement Amendments, signed on or after the date of the Agreement execution by the TOWN.

**XVII. GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Connecticut.

**XVIII. CLAIMS AGAINST THE STATE:** The TOWN agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the TOWN further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**XIX. MODIFICATION:** The terms of this Agreement may be modified or altered only by written Amendment between UCONN and TOWN approved and signed by both the Attorney General and the Treasurer of the State of Connecticut, and no act or omissions of any employee or agent of UCONN or TOWN shall alter, change or modify any of the provisions hereof.

**XX. APPROVAL:** This Agreement shall not be binding on UCONN or TOWN unless and until approved as to form by and signed by the Attorney General.

**XXI. FORCE MAJEURE.** UCONN and TOWN shall be excused for the period of delay in

the performance of any of their respective obligations, excepting monetary obligations hereunder, and shall not be considered in default when prevented from so performing due to a labor strike, riot, war, fire, flood or other casualty, or Acts of God so extensive as to prevent TOWN from conducting business or preventing TOWN or UCONN from complying with their obligations under the Agreement.

*[Remainder of the page intentionally blank]*

IN WITNESS WHEREOF, the parties have hereunto set their hands.

Signed in the presence of:

**TOWN OF MANSFIELD**

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

By \_\_\_\_\_  
Matthew W. Hart, Town Manager  
Duly authorized

Date signed: \_\_\_\_\_

State of Connecticut

County of \_\_\_\_\_ ss: \_\_\_\_\_  
(Town/City)

The foregoing instrument is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by Matthew W. Hart, Town Manager, of the Town of Mansfield, a Connecticut municipality, on behalf of the municipality.

\_\_\_\_\_  
Notary Public:  
My commission expires:

Signed in the presence of:

**UNIVERSITY OF CONNECTICUT**

\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_) )  
\_\_\_\_\_)

By \_\_\_\_\_  
Richard D. Gray,  
Executive Vice President for  
Administration & Chief  
Financial Officer  
Duly authorized

Date signed: \_\_\_\_\_

State of Connecticut

County of Tolland ss: Mansfield

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, Melissa M. Frank, the undersigned officer, personally appeared Richard D. Gray, Executive Vice President for Administration and Chief Financial Officer for the University of Connecticut, Storrs, Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

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Notary Public:  
My commission expires:

APPROVED AS TO FORM:

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Assistant/Associate Attorney General

Date: \_\_\_\_\_

EXHIBIT A

**PAGE  
BREAK**



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Lon Hultgren, Director of Public Works; Tim Veillette, Project Engineer  
**Date:** September 23, 2013  
**Re:** Adjustment to Easement for North Hillside Road Bikeway

---

**Subject Matter/Background**

The University of Connecticut's planned construction of North Hillside Road out to Route 44 will intersect the Town's existing bikeway on the south side of Route 44 just west of the small rotary between the two existing banks. In order to construct this intersection and provide for a slight widening of Route 44 to accommodate an eastbound right turn lane and to realign the bikeway to these improvements, a minor adjustment to the bikeway easement the Town holds is necessary. The portion of the easement that would become part of the public roadway owned by the State of Connecticut would be extinguished (as it will no longer be needed) and the portion to the west of the new road would be shifted slightly.

**Financial Impact**

The adjustment of this easement would have no financial impact on the Town.

**Legal Review**

The easement document has been referred to the Town Attorney for review. It will be completed prior to Council's formal action to authorize this easement adjustment, which staff will request at the October 15, 2013 meeting.

**Recommendation**

At this point in the process, staff recommends that the Council refer the proposed easement adjustment to the Planning and Zoning Commission (PZC) for its review under Connecticut General Statutes Section 8-24.

The following motion is suggested:

*Move, to refer the proposed adjustment to the easement for the North Hillside Road Bikeway to the Planning and Zoning Commission for review under Connecticut General Statutes Section 8-24.*

**Attachments**

- 1) Easement plan excerpt
- 2) Draft Amendment to Bikeway Easement
- 3) Existing Bikeway Easement

P.O.B. EASEMENT #1

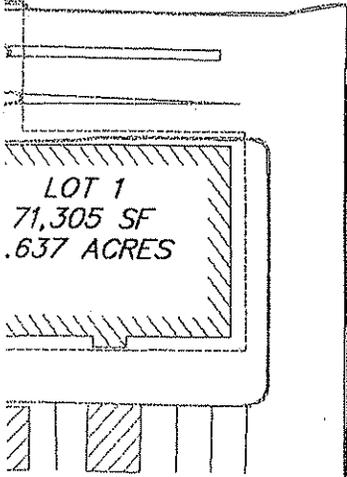
206.87'  
S36°31'36"E

S36°31'36"E  
6.26'

COMMON  
TOP BROKEN

P.O.B. PARCEL #3

CAMPUS CROSSING, LLC  
VOL. 608 PG. 488  
574 MIDDLE TURNPIKE  
1AP/BLOCK/LOT 8-23-2



LOT 1  
71,305 SF  
.637 ACRES

S51°29'37"W  
44.22'

S52°04'53"W 378.88'

S51°29'37"W

365.92'

EASEMENT #5

N52°04'53"E  
44.70'

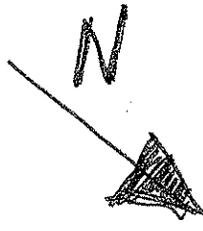
P.O.B. EASEMENT #5

8.86'

EXTINGUISHMENT AREA



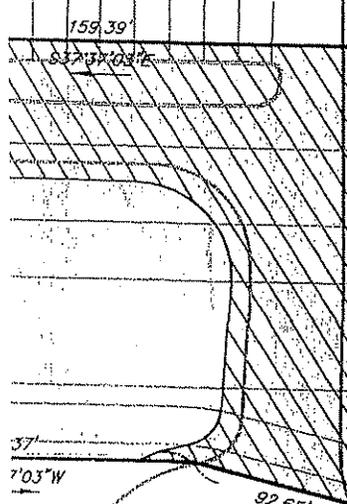
N38°30'23"W  
S37°37'03"E



IRON  
PIPE

CT. ROUTE 44

Prop. Park Drive



TO BE CONVEYED  
INTO 8-23-1

PROPERTY LINE TO BE  
MODIFIED AND RELOCATED

CROSSING, LLC  
9 PG. 488  
E TURNPIKE  
BLOCK 8-23-1

S51°29'37"W  
20.70'

79.48'  
N51°29'37"E

N51°29'37"E

THENCE S37°37'03"E A

THENCE ALONG A CURVE  
LENGTH OF 140.61 FEET

THENCE S43°56'47"W A

THENCE N89°46'08"W A  
COURSES ALONG LAND

THENCE S36°31'36"E A L

THENCE S30°33'25"E A L  
ALONG LAND OF JENSEN

THENCE N65°02'57"E A D  
ALONG LAND OF STATE

THENCE N35°59'38"W A D.

THENCE N36°06'38"W A D.

THENCE N36°09'28"W A DI  
COURSES THROUGH LAND

THENCE S43°46'21"W A DI.

THENCE ALONG A CURVE  
ARC LENGTH OF 126.98 F

THENCE N37°37'03"W A DI.

THENCE N23°41'19"W A DIS  
THROUGH LAND OF CAMPUS

THENCE S51°29'37"W A DIS  
OF CONNECTICUT ROUTE 4

PARCEL 4

"LAND TO BE CONVEYED 1  
162,036 S.F. 3.720 ACRE

BEGINNING AT A POINT 29  
OF CONNECTICUT ROUTE 4

THENCE N43°46'21"E A DIS

THENCE N36°53'08"W A DIS

THENCE N53°06'52"E A DIS  
COURSES THROUGH LAND

THENCE S36°53'08"E A DIS

THENCE S37°05'43"E A DIS  
ALONG LAND OF D.D.S. AS

THENCE S39°25'14"E A DIS

THENCE S64°54'59"W A DIS  
COURSES ALONG LAND OF

THENCE N35°59'38"W A DIS

THENCE N36°06'38"W A DIS

THENCE N36°09'28"W A DIS  
THE LAST THREE COURSES

EASEMENT #1

"EASEMENT FROM CAMPUS

DRAFT

**AMENDMENT TO BIKEWAY EASEMENT**

**THIS AMENDMENT TO BIKEWAY EASEMENT** (this "Amendment") is made as of the \_\_, day of \_\_\_\_\_, 2013, by and between **CAMPUS CROSSING, LLC**, a Connecticut limited liability company and successor in interest to The Savings Bank of Manchester (together with its successors and assigns, collectively, the "Grantor"), and the **TOWN OF MANSFIELD**, a municipality located in the County of Tolland, State of Connecticut (together with its successors and assigns, collectively, the "Grantee"; Grantor, together with Grantee, collectively, the "Parties", and each individually, a "Party").

WITNESSETH:

WHEREAS, pursuant to a certain Warranty Deed of even date herewith from Grantor to The University of Connecticut, a constituent unit of the state system of public higher education of the State of Connecticut ("UConn"), UConn has acquired fee simple title to a portion of Grantor's property located at 574 and 596 Middle Turnpike in Mansfield, Connecticut (the "UConn Land"), which UConn Land is more particularly identified as "Parcel 3 and Parcel 4" on that certain survey entitled "Limited Property/Boundary Survey and Easement Map, prepared for the University of Connecticut, Connecticut Route 44, Storrs, Connecticut, prepared by Fuss & O'Neill, dated August 2, 2013," a mylar copy of which has been or will be filed with the Town of Mansfield and is incorporated herein (the "Survey");

WHEREAS, Grantor has retained fee simple title to the remaining portion of its property, which property is more particularly identified as "Lot 1 and Lot 2" on the Survey (the "Grantor's Land");

WHEREAS, UConn intends to construct an extension of the roadway identified as Proposed North Hillside Road (the "North Hillside Road Extension Area") from Connecticut Route 44 through a portion of the UConn Land in the area more particularly identified as "Proposed Hillside Road" on the Survey;

WHEREAS, pursuant to the terms and conditions of a certain Bikeway Easement dated December 10, 2003 (the "Existing Bikeway Easement"), The Savings Bank of Manchester, a Connecticut banking corporation and predecessor in interest to Grantor, granted to Grantee an easement to construct and maintain a bikeway over and across a portion of the Grantor's Land;

WHEREAS, in connection with the acquisition by UConn of the UConn Land, Grantor and Grantee have agreed to amend the Existing Bikeway Easement to relocate the bikeway to an area shown on the Survey as "Easement #1 From Campus Crossing to the Town of Mansfield for Bikeway Relocation 7,623 S.F." (the "Existing Bikeway Easement Area").

NOW, THEREFORE, for One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Parties, for themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. Amendments to Existing Bikeway Easement.

DRAFT

(a) The legal description of the easement area in the fifth paragraph of the Bikeway Easement is hereby amended and restated in its entirety as follows:

BEGINNING AT A POINT 6.26 FEET SOUTHERLY OF A CONCRETE MONUMENT ON THE SOUTHERLY STREET LINE OF CONNECTICUT ROUTE 44;

THENCE N52°04'53"E A DISTANCE OF 383.47 FEET TO A POINT;

THENCE S23°41'19"E A DISTANCE OF 20.63 FEET TO A POINT;

THENCE S52°04'53"W A DISTANCE OF 378.88 FEET TO A POINT;

THENCE N36°31'36"W A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING, ALL COURSES RUN THROUGH LAND OF CAMPUS CROSSING LLC. (LOT 1).

The foregoing area is hereinafter referred to as the "Relocated Bikeway Easement Area."

(b) Grantor and Grantee, agree for themselves and their successors and assigns, that that portion of the Existing Bikeway Easement Area that is not included in the Relocated Bikeway Easement Area is hereby released from the Bikeway Easement (as hereinafter defined).

(c) Notwithstanding anything to the contrary contained in the Existing Bikeway Easement, as hereby amended (the "Bikeway Easement"), the Parties hereby acknowledge and agree that UConn shall be permitted to construct the North Hillside Road Extension in the North Hillside Road Extension Area on the Survey and at such time as construction is complete and such roadway is open and becomes operational, the Bikeway Easement shall terminate and be of no further force and effect only as to that portion of the easement area which is located over, under and across the North Hillside Road Extension Area.

2. Running with the Land. The terms of this Amendment and all covenants, restrictions, easements and other rights granted hereunder shall run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principals of conflicts of law.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the

DRAFT

same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed one instrument.

5. Incorporation. The Recitals set forth at the beginning of this Amendment are hereby incorporated in and made a part of this Amendment by this reference.

[Remainder of Page Intentionally Left Blank; Signature Page Follows].

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal as of the day first above written.

Signed and Sealed in the presence of:

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

CAMPUS CROSSING, LLC

By: \_\_\_\_\_  
Name:  
Title:

Signed and Sealed in the presence of:

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

TOWN OF MANSFIELD

By: \_\_\_\_\_  
Name:  
Title:

D | 2/21/17

[Signature Page to Amendment to Bikeway Easement]

STATE OF CONNECTICUT)

: ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ on behalf of Campus Crossing, LLC, a Connecticut limited liability company, as its and his/her free act and deed.

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

STATE OF CONNECTICUT)

: ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ on behalf of the Town of Mansfield, a municipality located in the County of Tolland, State of Connecticut, as its and his/her free act and deed.

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

DRAFT

[Acknowledgment Page to Amendment to Bikeway Easement]



Mansfield, CT  
 Doc # 2004-0061143  
 Vol 535 Pg. 166  
 01/20/2004 12:16:40pm  
 Recorded - Joan E. Gerdsen  
 Town Clerk

(Existing)  
**BIKEWAY EASEMENT**

THE SAVINGS BANK OF MANCHESTER, a Connecticut banking corporation, having an office and principal place of business in the Town of Manchester, County of Hartford and State of Connecticut,

for Two Thousand Five Hundred Eighty (\$2,580.00) Dollars consideration paid do hereby give, convey and Grant

to the TOWN OF MANSFIELD, a municipality located in the County of Tolland, State of Connecticut

with Quit Claim Covenants, an easement for constructing and maintaining a bicycle path and appurtenances over the following described parcel of land,

A certain piece or parcel of land on the southerly side of Middle Turnpike (Conn Route 44) designated as "EASEMENT AREA= 1599.0+SQ.METERS (17,211 SQ.FT+)" shown on a map entitled "Right Of Way Survey Town of Mansfield Showing Easement Acquired From Savings Bank of Manchester By The State of Connecticut Department of Transportation Installation of Birch Road Bikeway Scale: 1:500 March 2002 James F. Byrnes, Jr., P.E. - Transportation Chief Engineer Bureau of Engineering and Highway Operations".

Signed and sealed this 10<sup>th</sup> day of December, 2003.

Signed, Sealed and Delivered  
 In the Presence Of

Allan D. Thomas

The Savings Bank of Manchester  
  
 By: Christopher Martin  
 Its Executive Vice President

Jenni Fortson

STATE OF CONNECTICUT:

COUNTY OF HARTFORD : ss. Manchester December 10, 2003

Personally appeared, Christopher Martin, duly authorized Exec. Vice Pres. of The Savings Bank of Manchester, known to me (or satisfactorily proven) signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed as such Exec. Vice President and the free act and deed of said corporation, before me.

Allan D. Thomas  
 Commissioner of the Superior Court/  
~~Notary Public~~

Grantee's Address:  
 4 South Eagleville Road  
 Storrs, CT 06268

PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance  
**Date:** September 23, 2013  
**Re:** Financial Statements dated June 30, 2013

---

**Subject Matter/Background**

Enclosed please find the fourth quarter financial statements for the period ending June 30, 2013. The Finance Committee reviewed this item at its meeting on September 9, 2013.

**Recommendation**

The Finance Committee recommends acceptance of the financial statements, the following motion is in order:

*Move, effective September 23, 2013, to accept the Financial Statements dated June 30, 2013.*

**Attachments**

1) Financial Statements Dated June 30, 2013

TOWN OF MANSFIELD  
MANSFIELD BOARD OF EDUCATION

Quarterly Financial Statements

(For the Quarter Ending June 30, 2013)

Finance Department  
Cherie Trahan  
Director of Finance  
September 9, 2013

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JUNE 30, 2013

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Parks and Recreation Fund .....

CNR Fund Roll Forward .....

Capital Projects .....

Debt Service Fund .....

Solid Waste Disposal Fund .....

Health Insurance Fund .....

Workers’ Compensation Fund .....

Management Services Fund .....

Cemetery Fund .....

Long Term Investment Pool .....

Eastern Highlands Health District .....

Downtown Partnership.....

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Detail of Debt Outstanding – Schools and Towns .....

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Town of Mansfield YTD Revenue Summary by Source .....

Town of Mansfield Expenditure Summary by Activity .....

Mansfield Board of Education Expenditure Summary by Activity .....

*To: Mansfield Town Council  
Mansfield Board of Education*  
*From: Cherie Trahan, Director of Finance*  
*Date: September 9, 2013*  
*Subject: June 30, 2013 Quarterly Financial Statements*

Attached please find the fourth quarter financial statements for the quarter ending June 30, 2013.

Attachment

## OVERVIEW

### GENERAL FUND BUDGET

#### REVENUES:

##### Tax Collections

The total collection rate through June 30, 2013 is 98.5%, consistent with June 30, 2012. Real estate collections, which account for approximately 85% of the levy, are 98.8% as compared to 98.9% for last year. Collections in motor vehicles are 95.2% as compared to 94.8% at June 30, 2012.

##### Licenses and Permits

Conveyance taxes received are \$127,441 or 85.0% of the annual budget. Building permits received are \$144,810 or 82.75% of the annual budget.

##### Federal Support for General Government

No major change from the budget.

##### State Support for Education

The ECS grant payment was 10,189,049 or \$36,669 more than budget. The Transportation grant payment was \$132,423 or \$27,883 more than budget.

##### State Support for General Government

The Pilot grant is by far the largest single grant within this category: We received \$7,021,354 or \$26,066 less than budget. We also received a State Revenue Sharing payment of \$403,656.

##### Charges for Services

Charges for services are primarily fixed by contract and are normally received during the year. The primary exceptions are: Recording, where we have received \$63,166 or 105.3% of budget and Police Services which are based on expenditures.

##### Fines and Forfeitures

No major change from budget.

##### Miscellaneous

This area is primarily interest income and the telecommunications service payment. Total interest income through June 30, 2013 is \$15,508 as compared to \$22,392 for the same period last

year. STIF interest rate for June, 2013 is 0.18% as compared to 0.12% in June 2012. The amount of the telecommunications payment was \$48,089 or \$6,910 short of budget.

## GENERAL FUND BUDGET - EXPENDITURES

### Town Expenditures

Town expenditures remained within budget after receiving FEMA grant payments. Areas that were overspent were offset by savings in other accounts. Budget transfers will be presented for Council's approval.

### Board Expenditures

There are no significant issues at this time.

### DAY CARE FUND

The Day Care Fund ended the fiscal year with revenues exceeding expenditures by \$50,676. Fund balance at July 1, 2012 of \$252,152 increased to \$302,828 at June 30, 2013.

### CAFETERIA FUND

Revenues exceeded expenditures by \$54,021 for the period. Fund balance at July 1, 2012 increased from \$371,312 to \$425,333 at June 30, 2013.

### RECREATION PROGRAM FUND

The Recreation Program Fund ended the period with expenditures exceeding revenues by \$7,688. Fund Balance decreased from \$116,442 to \$108,753. Reimbursement of approximately \$40,000 in fee waivers is due to the Recreation Fund from the General Fund.

### CAPITAL NONRECURRING FUND

The Pequot/Mohegan Grant was budgeted at \$212,000 and we received \$231,700.

### DEBT SERVICE FUND

Fund Balance decreased from \$79,431 on July 1, 2012 to \$62,345 at June 30, 2013, as budgeted.

### ENTERPRISE/INTERNAL SERVICE FUNDS

#### Solid Waste Fund

Revenues exceeded expenditures by \$11,621. Retained Earnings increased from \$210,405 at July 1, 2012 to \$222,026 at June 30, 2013.

Health Insurance Fund (Town of Mansfield, Mansfield BOE, and Region 19 BOE)

Revenues and Other Financing sources were less than expenditures through the fiscal year by \$274,289. Fund Equity decreased from \$3,905,066 (including contributed capital) at July 1, 2012 to \$3,630,777 at June 30, 2013. Claims through June have averaged \$521,892 as compared to \$463,669 for the prior year. We have determined that the increase in claims is primarily due to an increase in hospital rates and not due to an increase in usage. We had anticipated drawing down on Fund Balance this fiscal year. To be considered fully funded, the Health Insurance Fund needs to maintain an estimated fund balance of \$2.0 million.

Worker's Compensation Fund

Operating expenditures exceeded revenues by \$42,122 through the fiscal year. Retained Earnings decreased from \$51,293 to \$9,171 at June 30, 2013.

Management Services Fund

Management Services Fund revenues through June 30, 2013 exceeded expenditures by \$272,537. Fund Balance increased from \$1,970,384 at July 1, 2012 to \$2,242,921 at June 30, 2013.

CEMETERY FUND

Retained earnings in the Cemetery Fund decreased from \$307,261 at July 1, 2012 to \$273,361 at June 30, 2013. The major costs for this fund are mowing and cemetery maintenance.

LONG TERM INVESTMENT POOL

The pool experienced a \$8,739 decrease in the market value of its portfolio for the period July 1, 2012 to June 30, 2013.

EASTERN HIGHLANDS HEALTH DISTRICT

Operating expenditures exceeded revenues by \$39,837 and Fund Balance decreased from \$384,599 to \$344,762. This reflects an additional operating transfer to the capital non-recurring fund of \$80,000 as approved by the Board of Directors.

MANSFIELD DOWNTOWN PARTNERSHIP

Operating expenditures exceeded revenues by \$12,671 through June 30, 2013, and Fund Balance decreased from \$303,274 to \$290,603 as expected.

Town of Mansfield  
General Fund

Preliminary Schedule of Changes in Fund Balance - Budgetary Basis

For the Year Ended June 30, 2013

Designated for 2012/2013 Budget	\$ -
Undesignated	<u>2,371,657</u>
 Fund Balance, July 1, 2012	 \$ 2,371,657

	Original Budget	Proposed Amendment	Final Budget	Estimated Actual	Budget Comparison	
Total revenues and transfers in	\$ 45,251,040	\$ 250,000	\$ 45,501,040	\$ 45,704,214	\$ 203,174	
<hr/>						
Appropriation of fund balance						
Total appropriation, transfers in	<u>45,251,040</u>	<u>250,000</u>	<u>45,501,040</u>	<u>45,704,214</u>	<u>203,174</u>	
<hr/>						
Total expenditures and transfers out:						
Town	14,945,330	250,000	15,195,330	15,184,651	10,679	
Mansfield Board of Education	20,588,160		20,588,160	20,585,635	2,525	
Contribution to Region #19 Board of Ed	9,503,550		9,503,550	9,503,549	1	
Total expenditures	<u>45,037,040</u>	<u>250,000</u>	<u>45,287,040</u>	<u>45,273,835</u>	<u>13,205</u>	
Results from budgetary operations	<u>\$ 214,000</u>	<u>\$ -</u>	<u>\$ 214,000</u>	<u>\$ 430,379</u>	<u>\$ 216,379</u>	<u>430,379</u>
Fund balance, June 30, 2013						<u>\$ 2,802,036</u>
						6.2%
 Fund balance:						
Designated for 2013/14 budget						<u>2,802,036</u>
Undesignated						<u>\$ 2,802,036</u>

TOWN OF MANSFIELD  
TRIAL BALANCE  
June 30, 2013

GENERAL FUND	DEBIT	CREDIT
Cash Equivalent Investments	\$ 6,937,483	\$ -
Working Cash Fund	4,800	
Accounts Receivable	98,038	
Taxes Receivable - Current	435,310	
Taxes Receivable - Delinquent	326,228	
Accounts and Other Payables		3,249,011
Refundable Deposits		99,998
Due to Other Funds		299,171
Deferred Revenue - Taxes		652,978
Taxes Collected in Advance		109,512
Encumbrances Payable - Prior Year		253,527
Liquidation - Prior Year Encumbrances	227,723	
Fund Balance - Undesignated		2,371,657
Actual Expenditures	44,663,933	
Actual Revenues		45,657,661
	<u>\$ 52,693,515</u>	<u>\$ 52,693,515</u>

DAYCARE COMBINED PROGRAM  
 COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES  
 AND CHANGES IN FUND BALANCE  
 FOR THE PERIOD ENDED JUNE 30, 2013  
 (with comparative totals for June 30, 2012)

	BUDGET	JUNE 30	
	2012/13	2013	2012
<b>REVENUES:</b>			
Intergovernmental - Nat'l. School Lunch	\$ 34,000	\$ 29,372	\$ 37,384
Intergovernmental - Day Care Grant	319,119	335,712	332,983
School Readiness Program	32,890	36,048	36,291
UConn	78,750	78,750	78,750
Fees	877,200	833,308	788,813
Subsidies	32,500	47,917	65,490
<b>Total Revenues</b>	<b>1,374,459</b>	<b>1,361,107</b>	<b>1,339,711</b>
<b>EXPENDITURES:</b>			
Administrative	187,911	171,768	190,212
Direct Program	1,043,057	1,007,442	963,233
Purchased Property Services	18,250	18,397	18,512
Repairs & Maintenance	6,500	6,967	10,337
Insurance	18,000	10,150	8,308
Other Purchased Services	11,150	9,562	13,897
Food Service Supplies	37,250	41,682	41,786
Energy	28,500	28,500	28,500
Supplies & Miscellaneous	18,850	15,963	16,895
Capital Projects/Air Conditioning			27,563
Equipment	1,250	-	1,207
<b>Total Expenditures</b>	<b>1,370,718</b>	<b>1,310,431</b>	<b>1,320,450</b>
<b>EXCESS/(DEFICIENCY)</b>	<b>3,741</b>	<b>50,676</b>	<b>19,261</b>
<b>FUND BALANCE, JULY 1</b>	<b>252,152</b>	<b>252,152</b>	<b>228,292</b>
<b>FUND BALANCE, END OF PERIOD</b>	<b>\$ 255,893</b>	<b>\$ 302,828</b>	<b>\$ 247,553</b>

MANSFIELD BOARD OF EDUCATION  
CAFETERIA FUND  
BALANCE SHEET  
AS OF JUNE 30, 2013  
(with comparative totals for JUNE 30, 2012)

	June 30	
	2013	2012
<u>Assets</u>		
Cash	\$ 380,148	\$ 332,650
Due From State	54,429	47,900
Accounts Receivable	443	509
Inventory	16,001	15,568
Total Assets	\$ 451,021	\$ 396,627
<u>Liabilities and Fund Balances</u>		
<u>Liabilities</u>		
Accounts Payable	\$ 2,699	\$ 3,720
Due to Other Funds	7,679	7,528
Total Liabilities	10,378	11,248
<u>Fund Balance</u>		
Fund Balance:		
Deferred Revenue	15,310	14,067
Unreserved, undesignated	425,333	371,312
Total Fund Balance	440,643	385,379
Total Liabilities and Fund Balance	\$ 451,021	\$ 396,627

MANSFIELD BOARD OF EDUCATION  
CAFETERIA FUND  
COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE PERIOD ENDED JUNE 30, 2013  
(with comparative totals for JUNE 30, 2012)

	BUDGET	JUNE 30	
	2012/13	2013	2012
Operating Revenues:			
Intergovernmental	\$ 244,130	\$ 319,538	\$ 302,659
Sales of Food	600,700	578,222	586,712
Other	51,580	58,348	58,913
Total Operating Revenues	896,410	956,108	948,284
Other Financing:			
Transfers In - General Fund Board	-	-	20,000
Total Revenues & Other Financing	896,410	956,108	968,284
Operating Expenditures:			
Salaries & Benefits	581,520	547,703	522,578
Food & Supplies	297,358	350,713	380,240
Professional and Technical	2,550	2,500	2,500
Equipment - Other	10,000	762	10,320
Equipment Repairs & Contracts	2,000	409	
Total Operating Expenditures	893,428	902,087	915,638
Excess/(Deficiency)	2,982	54,021	52,646
Fund Balance, July 1	371,312	371,312	318,666
Fund Balance, End of Period	\$ 374,294	\$ 425,333	\$ 371,312

Mansfield Parks and Recreation  
Balance Sheet  
As of June 30, 2013  
(with comparative totals for June 30, 2012)

	June 30	
	2013	2012
<u>Assets</u>		
Cash	\$ 265,425	\$ 336,551
Due From State Government		8,000
Accounts Receivable	788	1,652
Total Assets	<u>\$ 266,213</u>	<u>\$ 346,203</u>
<u>Liabilities and Fund Balances</u>		
<u>Liabilities</u>		
Accounts Payable	\$ 18,845	\$ 26,362
Due to Other Funds	7,357	8,244
Total Liabilities	\$ 26,201	\$ 34,606
<u>Fund Balance</u>		
Fund Balance:		
Deferred Revenue	\$ 123,622	\$ 195,155
Reserve for Encumbrances	7,637	9,721
Unreserved, undesignated	108,753	106,721
Total Fund Balance	240,012	311,597
Total Liabilities and Fund Balance	<u>\$ 266,213</u>	<u>\$ 346,203</u>

MANSFIELD PARKS & RECREATION FUND  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
AS OF June 30th, 2013  
(With comparative totals as of June 30th, 2012)

	Budget	June 30	
	2012/13	2013	2012
<b>REVENUES:</b>			
Membership Fees	\$ 875,000	\$ 835,603	\$ 808,911
Program Fees	645,360	679,857	634,007
Fee Waivers	122,020	130,988	128,683
Daily Admission Fees	63,250	54,183	60,158
Rent - Facilities/Parties	32,000	17,176	26,277
Employee Wellness	20,160	18,885	18,620
Rent - E.O. Smith	11,250	5,100	13,100
Contributions	4,050	3,965	6,160
Sale of Merchandise	3,600	5,327	5,085
Sale of Food	3,200	3,781	585
Charge for Services	10,000	10,331	
Other	3,900	4,436	4,532
<b>Total Revenues</b>	<b>1,793,790</b>	<b>1,769,633</b>	<b>1,706,117</b>
<b>OPERATING TRANSFERS:</b>			
General Fund - Recreation Administrative	321,700	321,700	314,160
General Fund - Community Programs	75,000	75,000	75,000
CNR Fund - Bicent. Pond	25,000	25,000	25,000
CNR Fund - Teen Center	25,000	25,000	25,000
<b>Total Rev. &amp; Op Trans</b>	<b>2,240,490</b>	<b>2,216,333</b>	<b>2,145,277</b>
<b>EXPENDITURES:</b>			
Salaries & Wages	1,294,680	1,267,845	1,231,731
Benefits	255,830	242,717	254,761
Professional & Technical	146,100	166,443	155,087
Purchased Property Services	28,600	33,210	34,778
Repairs & Maintenance	20,200	30,819	18,049
Other Purchased Services/Rentals	151,550	130,975	125,638
Other Supplies	7,320	8,093	6,355
Energy	144,000	144,000	128,750
Building Supplies	42,900	55,176	49,676
Recreation Supplies	77,460	90,675	72,855
Equipment	54,370	54,068	46,965
Improvements	-	-	2,300
<b>Total Expenditures</b>	<b>2,223,010</b>	<b>2,224,021</b>	<b>2,126,944</b>
<b>EXCESS/DEFICIENCY</b>	<b>17,480</b>	<b>(7,688)</b>	<b>18,333</b>
<b>FUND BALANCE, JULY 1</b>	<b>116,442</b>	<b>116,442</b>	<b>88,388</b>
<b>FUND BALANCE, End of Period</b>	<b>\$ -723,922</b>	<b>\$ 108,753</b>	<b>\$ 106,721</b>

Town of Mansfield  
 Capital and Nonrecurring Reserve Fund Budget  
 Estimated Revenues, Expenditures and Changes in Fund Balance  
 Fiscal Year 2013/14

	FY 11/12 Actual	FY 12/13 Adopted	FY 12/13 Est. Actual	FY 13/14 Adopted	FY 14/15 Projected	FY 15/16 Projected	FY 16/17 Projected	FY 17/18 Projected
<b>Sources:</b>								
General Fund Contribution	\$ 561,000	\$ 1,014,210	\$ 1,349,886	\$ 1,325,550	\$ 1,107,550	\$ 1,247,550	\$ 1,272,550	\$ 1,272,550
Ambulance User Fees	251,085	330,000	255,627	300,000	300,000	300,000	300,000	300,000
Other			18,806					
Insurance Refund			603,077					
Sewer Assessments	-	3,000	912	500	500	500	500	500
Pequot Funds	211,700	212,000	231,700	206,280				
<b>Total Sources</b>	<b>1,023,785</b>	<b>1,559,210</b>	<b>2,460,008</b>	<b>1,832,330</b>	<b>1,408,050</b>	<b>1,548,050</b>	<b>1,573,050</b>	<b>1,573,050</b>
<b>Uses:</b>								
<b>Operating Transfers Out:</b>								
Management Services Fund	175,000	175,000	175,000	175,000	200,000	200,000	200,000	200,000
Property Tax Revaluation Fund	25,000	25,000	25,000	25,000				
Capital Fund	718,566	1,208,000	2,095,497	1,474,540	1,027,600	1,245,000	1,250,000	1,250,000
Capital Fund - Storrs Center Reserve		96,210	119,816	123,760	123,760	123,760	123,760	123,760
Parks & Recreation Operating Subsidy	50,000							
Compensated Absences Fund	55,000	58,000	58,000	36,000	35,000			
<b>Total Uses</b>	<b>1,023,566</b>	<b>1,562,210</b>	<b>2,473,313</b>	<b>1,834,300</b>	<b>1,386,360</b>	<b>1,568,760</b>	<b>1,573,760</b>	<b>1,573,760</b>
Excess/(Deficiency)	219	(3,000)	(13,305)	(1,970)	21,690	(20,710)	(710)	(710)
Fund Balance/(Deficit) July 1	13,203	13,422	13,422	117	(1,853)	19,837	(873)	(1,583)
Fund Balance, June 30	\$ 13,422	\$ 10,422	\$ 117	\$ (1,853)	\$ 19,837	\$ (873)	\$ (1,583)	\$ (2,293)

General Government

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
81103 Landscape Public Buildings	10,000.00	10,000.00	-	10,000.00	0.00	9,997.91	2.09
81611 Pool Cars	80,784.00	60,784.00	20,000.00	80,784.00	0.00	60,784.20	19,999.80
81820 Financial Software	320,799.58	245,799.58	75,000.00	320,799.58	0.00	243,657.17	77,142.41
81821 Fiber Connection to Fire Stations	50,000.00	25,000.00	25,000.00	50,000.00	0.00	49,800.00	400.00
81822 Town Clerk Imaging/Mgmt System	20,000.00	20,000.00	-	20,000.00	136.89	19,863.11	-
81919 Strategic Planning Study	185,000.00	185,000.00	-	185,000.00	0.00	173,549.97	11,450.03
86291 Technology Infrastructure - Schools	200,000.00	-	200,000.00	200,000.00	8,804.00	28,794.16	162,401.84
<b>Total General Government:</b>	<b>\$ 866,583.58</b>	<b>\$ 546,583.58</b>	<b>\$ 320,000.00</b>	<b>\$ 866,583.58</b>	<b>\$ 8,940.89</b>	<b>\$ 586,246.52</b>	<b>\$ 271,396.17</b>

Community Development

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
83530 Four Corners Sewer/Water Impro	680,000.00	330,000.00	350,000.00	680,000.00	69,270.00	169,660.37	441,069.63
84103 Storrs Center Reserve	1,772,460.00	1,886,067.53	(113,607.53)	1,772,460.00	27,052.18	1,523,944.85	221,462.97
84122 Improvements Storrs Rd Urban	2,500,000.00	808,059.00	1,691,941.00	2,500,000.00	338,185.85	1,915,628.48	246,185.67
84123 Streetscape/Ped.Improv. DOT	1,474,800.00	302,000.00	1,172,800.00	1,474,800.00	209,705.31	292,470.69	972,624.00
84124 Imprvmnts StorrsRd DOT/Lieber	2,250,000.00	213,049.64	2,036,950.36	2,250,000.00	-	2,249,997.31	2.69
84125 StorrsCtr Inter Transp CtrDesign	612,500.00	284,263.18	328,236.82	612,500.00	21,385.80	310,663.81	280,450.39
84126 Parking Garage Transit Hub	10,000,000.00	10,015,120.00	(15,120.00)	10,000,000.00	105,955.23	11,563,712.60	(1,669,667.83)
84127 DECD STEAP#2 Pha1A+Dog Lane C	500,000.00	486,461.00	13,539.00	500,000.00	-	500,000.00	-
84128 DECD STEAP #3 Dog Lane Design	200,000.00	200,000.00	-	200,000.00	-	199,999.49	0.51
84129 Omnibus Budget Bill Feb2009	552,000.00	467,400.01	84,599.99	552,000.00	158,540.70	560,145.24	(166,685.94)
84130 Bus Facilities Program (FTA)	6,175,000.00	2,073,705.74	4,101,294.26	6,175,000.00	1,682,181.25	3,797,403.01	695,415.74
84131 DECD STEAP 4 Village Street Utilitie	500,000.00	66,232.00	433,768.00	500,000.00	208,215.76	294,504.24	(2,720.00)
84132 Leyland/EDR Infrastructure (\$3M)	3,000,000.00	800,000.00	2,200,000.00	3,000,000.00	542,561.40	2,088,576.65	368,861.95
84133 DECD Brownfield Remediation	450,000.00	-	450,000.00	450,000.00	-	-	450,000.00
84134 Future Projects - Local Share	40,000.00	-	40,000.00	40,000.00	-	-	40,000.00
84170 HUD Community Challenge Grant	413,060.00	178,382.13	234,677.87	413,060.00	243,675.00	289,982.36	(120,597.36)
<b>Total Community Development:</b>	<b>\$ 31,119,820.00</b>	<b>\$ 18,110,740.23</b>	<b>\$ 13,009,079.77</b>	<b>\$ 31,119,820.00</b>	<b>\$ 3,606,728.48</b>	<b>\$ 25,756,689.10</b>	<b>\$ 1,756,402.42</b>

Capital Projects as of July 31, 2013

Public Safety

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
82701 Animal Control Van	21,070.63	21,070.63	-	21,070.63	-	21,070.63	-
82801 Fire & Emerg Serv Comm Equipmen	40,000.00	30,000.00	10,000.00	40,000.00	-	-	40,000.00
82819 Vehicle Key Boxes	7,500.00	7,500.00	-	7,500.00	-	559.00	6,941.00
82822 Forestry 307 Chassis Changeover	30,000.00	30,000.00	-	30,000.00	884.56	29,115.44	-
82823 Rescue Equipment	18,000.00	18,000.00	-	18,000.00	-	15,202.33	2,797.67
82824 Fire Hose	20,000.00	20,000.00	-	20,000.00	-	10,867.26	9,132.74
82825 Ambulance 607 11/12	210,000.00	-	210,000.00	210,000.00	-	213,381.46	(3,381.46)
82826 SCBA Air Tanks	50,000.00	25,000.00	25,000.00	50,000.00	39,750.00	9,998.00	252.00
82827 Fire Personal Protective Equipment	56,000.00	31,000.00	25,000.00	56,000.00	-	13,020.00	42,980.00
82828 Replacement 78MF	33,000.00	33,000.00	-	33,000.00	-	32,318.57	681.43
82829 Replacement ET507	200,000.00	200,000.00	-	200,000.00	-	-	200,000.00
82830 Thermal Imager Cameras	20,000.00	-	20,000.00	20,000.00	-	-	20,000.00
82831 Replacement 20MF	34,000.00	-	34,000.00	34,000.00	-	-	34,000.00
82902 Fire Ponds	48,500.00	41,500.00	7,000.00	48,500.00	-	33,258.07	15,241.93
<b>Total Public Safety:</b>	<b>\$ 788,070.63</b>	<b>\$ 457,070.63</b>	<b>\$ 331,000.00</b>	<b>\$ 788,070.63</b>	<b>\$ 40,634.56</b>	<b>\$ 378,790.76</b>	<b>\$ 368,645.31</b>

Community Services

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
84808 Senior Center Van 11/12	45,482.00	45,481.60	0.40	45,482.00	-	45,482.00	-
85102 BCP Restroom Improvements	13,000.00	13,000.00	-	13,000.00	-	4,500.00	8,500.00
85104 Lions Club Park	566,000.00	566,000.00	-	566,000.00	-	566,000.00	-
85105 Open Space Purchase	3,369,389.00	3,369,355.00	34.00	3,369,389.00	-	3,190,196.07	179,192.93
85107 Open Space - Bonded	1,040,000.00	1,040,000.00	-	1,040,000.00	4,000.00	25,500.00	1,010,500.00
85804 Community Center Equipment	335,200.00	283,200.00	52,000.00	335,200.00	42,995.00	279,068.95	13,136.05
85806 Skate Park	40,000.00	40,000.00	-	40,000.00	-	38,565.68	1,434.32
85808 Comm Center Locker Room Ventilati	20,000.00	20,000.00	-	20,000.00	9,390.56	18,466.71	(7,857.27)
85811 Playscapes New/Replacements	100,000.00	60,000.00	40,000.00	100,000.00	-	50,203.00	49,797.00
85812 Comm Center Facility Upgrades	30,000.00	15,000.00	15,000.00	30,000.00	-	15,000.00	15,000.00
85816 Park Improvements	271,795.00	243,000.00	28,795.00	271,795.00	18,790.00	243,956.94	9,048.06
85824 Playscape Resurfacing	57,000.00	52,000.00	5,000.00	57,000.00	-	51,480.18	5,519.82
85830 WMTC River Greenway/Blueway	156,874.00	156,874.00	-	156,874.00	-	156,874.34	(0.34)
85831 Commonfields Trail Improvement	21,023.36	21,023.40	(0.04)	21,023.36	-	21,023.36	-
85835 WHIP Grants-MHP EGVP OSHF	9,200.00	9,200.00	-	9,200.00	-	-	9,200.00
<b>Total Community Services:</b>	<b>\$ 6,074,963.36</b>	<b>\$ 5,934,134.00</b>	<b>\$ 140,829.36</b>	<b>\$ 6,074,963.36</b>	<b>\$ 75,175.56</b>	<b>\$ 4,706,317.23</b>	<b>\$ 1,293,470.57</b>

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
82205 Boiler/Heat/Plumbing - Fire	50,000.00	50,000.00	-	50,000.00	-	39,848.94	10,151.06
86106 New Wells - Schools	1,100,000.00	960,687.00	139,313.00	1,100,000.00	-	1,172,656.26	(72,656.26)
86260 Maintenance Projects	819,391.00	784,391.00	35,000.00	819,391.00	47,284.08	756,421.89	15,685.03
86278 Four School Renovation Project	160,000.00	10,000.00	150,000.00	160,000.00	-	287,068.93	(127,068.93)
86284 MMS Heating Alterations	4,650,000.00	4,103,706.86	546,293.14	4,650,000.00	-	4,507,868.34	142,131.66
86285 MMS Asbestos Removal 2007	65,000.00	46,152.13	18,847.87	65,000.00	-	44,559.13	20,440.87
86286 MMS Carpet Replacement	25,000.00	26,808.87	(1,808.87)	25,000.00	-	23,397.00	1,603.00
86290 Roof Repairs	219,900.00	199,900.00	20,000.00	219,900.00	2,764.82	194,759.10	22,376.08
86293 Security Improvements	65,000.00	-	65,000.00	65,000.00	-	-	65,000.00
86294 Vault Climate Control	10,000.00	-	10,000.00	10,000.00	-	-	10,000.00
86295 Emergency Generators	50,000.00	-	50,000.00	50,000.00	-	-	50,000.00
86296 Oil Tank Repairs	40,000.00	-	40,000.00	40,000.00	-	-	40,000.00
<b>Total Facilities Management:</b>	<b>\$ 7,254,291.00</b>	<b>\$ 6,181,645.86</b>	<b>\$ 1,072,645.14</b>	<b>\$ 7,254,291.00</b>	<b>\$ 50,048.90</b>	<b>\$ 7,026,579.59</b>	<b>\$177,662.51</b>

Public Works

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
83101 Tree Replacement	42,500.00	32,500.00	10,000.00	42,500.00	-	15,612.41	26,887.59
83219 Salt Storage Building	250,000.00	250,000.00	-	250,000.00	-	231,144.96	18,855.04
83302 Sm Bridges & Culverts	329,084.00	319,084.00	10,000.00	329,084.00	1,340.45	278,569.27	49,174.28
83303 Large Bridge Maintenance	551,286.00	536,286.00	15,000.00	551,286.00	-	480,861.91	70,424.09
83306 Stone Mill Bridge	1,716,350.00	870,734.88	845,615.12	1,716,350.00	34,187.26	1,042,281.46	639,881.28
83308 Town Walkways/Transp Enhancemnt	776,000.00	698,084.89	77,915.11	776,000.00	5,705.69	766,950.63	3,343.68
83309 Laurel Lane Bridge	1,340,600.00	490,480.55	850,119.45	1,340,600.00	454,716.65	772,677.35	113,206.00
83310 South Eagleville Walkway 11/12	400,000.00	-	400,000.00	400,000.00	-	-	400,000.00
83401 Road Drainage	558,811.00	509,840.09	48,970.91	558,811.00	23,041.88	396,364.81	139,404.31
83510 Guard Rails	49,197.00	44,197.00	5,000.00	49,197.00	-	31,866.53	17,330.47
83524 Road Resurfacing	3,313,810.00	2,767,951.00	545,859.00	3,313,810.00	-	2,770,027.01	543,782.99
83527 Hunting Lodge Rd Walkway 0809	100,000.00	100,000.00	-	100,000.00	-	90,718.54	9,281.46
83601 Pickup Mounted Sign	10,000.00	10,000.00	-	10,000.00	-	-	10,000.00
83636 LARGE DUMP TRUCK 11/12	167,192.46	21,229.11	145,963.35	167,192.46	-	167,192.46	-
83637 Small Dump Truck & Sander 11/12	46,901.08	1,710.00	45,191.08	46,901.08	-	46,901.08	-
83638 Small Dump Truck & Sander	85,000.00	30,000.00	55,000.00	85,000.00	-	30,000.00	55,000.00
83639 Large Dump Trucks	265,000.00	100,000.00	165,000.00	265,000.00	-	-	265,000.00
83640 Gas Pumps	15,000.00	-	15,000.00	15,000.00	-	-	15,000.00
83641 Mowers & Attachments	65,000.00	-	65,000.00	65,000.00	-	-	65,000.00
83642 WINCOG Equipment - Regional	15,000.00	-	15,000.00	15,000.00	-	-	15,000.00
83729 Snowplows	26,500.00	20,500.00	6,000.00	26,500.00	-	19,227.50	7,272.50
83733 Storrs Center Equipment	100,000.00	100,000.00	-	100,000.00	13,258.15	49,264.44	37,477.41
83911 Engineering Cad Upgrades	183,500.00	168,500.00	15,000.00	183,500.00	-	157,588.98	25,911.02
83917 GPS Units - Additional Units	15,000.00	-	15,000.00	15,000.00	-	4,167.00	10,833.00
<b>Total Public Works:</b>	<b>\$10,421,731.54</b>	<b>\$ 7,071,097.52</b>	<b>\$ 3,350,634.02</b>	<b>\$ 10,421,731.54</b>	<b>\$ 532,250.08</b>	<b>\$ 7,351,416.34</b>	<b>\$ 2,538,065.12</b>

Capital Projects as of July 31, 2013

Revenue/Expenditure Summary

<u>Account and Description</u>	<u>Revenues</u>			<u>Expenses</u>			
	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
General Government	866,584	546,584	320,000	866,584	8,941	586,247	271,396
Community Development	31,119,820	18,110,740	13,009,080	31,119,820	3,606,728	25,756,689	1,756,402
Public Safety	788,071	457,071	331,000	788,071	40,635	378,791	368,645
Community Services	6,074,963	5,934,134	140,829	6,074,963	75,176	4,706,317	1,293,471
Facilities Management	7,254,291	6,181,646	1,072,645	7,254,291	50,049	7,026,580	177,663
Public Works	10,421,732	7,071,098	3,350,634	10,421,732	532,250	7,351,416	2,538,065
<b>Grand Total:</b>	<b>\$ 56,525,460.11</b>	<b>\$ 38,301,271.82</b>	<b>\$ 18,224,188.29</b>	<b>\$ 56,525,460.11</b>	<b>\$ 4,313,778.47</b>	<b>\$ 45,806,039.54</b>	<b>\$ 6,405,642.10</b>

DEBT SERVICE FUND  
BALANCE SHEET  
AS OF JUNE 30, 2013  
(with comparative totals for June 30, 2012)

	JUNE 30	
	2013	2012
Assets:		
Cash and cash equivalents	\$ 62,345	\$ 79,431
Total Assets	\$ 62,345	\$ 79,431
Liabilities and Fund Balance		
Liabilities:		
Interest Payable	\$ -	\$ -
Total Liabilities	-	-
Fund Balance:		
Unreserved:		
Undesignated	\$ 62,345	\$ 79,431
Total Liabilities and Fund Balance	\$ 62,345	\$ 79,431

DEBT SERVICE FUND  
 COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES AND  
 CHANGES IN FUND BALANCE  
 FOR THE PERIOD ENDED JUNE 30, 2013  
 (with comparative totals for June 30, 2012)

	BUDGET	JUNE 30	
	2012/13	2013	2012
Revenues:			
Bond Proceeds	\$ -	\$ -	\$ -
Interest Income		-	1,285
Total Revenues	-	-	1,285
Other Financing:			
Operating Transfers In:			
General Fund	\$ 825,000	\$ 825,000	\$ 825,000
CNR Fund			
Total Revenues and Other Financing Sources	825,000	825,000	826,285
Expenditures:			
Principal Payments	705,870	704,375	711,491
Interest Payments	153,190	137,711	165,508
Financial Services & Fees			
Total expenditures	859,060	842,086	876,999
Excess of revenues and other financing sources over expenditures	(34,060)	(17,086)	(50,714)
Fund balance, July 1	79,431	79,431	130,145
Fund balance, End of Period	\$ 45,371	\$ 62,345	\$ 79,431

Town of Mansfield  
Debt Service Fund  
Estimated Revenues, Expenditures and Changes in Fund Balance

	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Budget	FY 13/14 Projected	FY 14/15 Projected	FY 15/16 Projected	FY 16/17 Projected	FY 17/18 Projected
<b>Revenues:</b>								
Bonds	\$ 133,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income	55,542							
Interest on Unspent Balance		1,285						
<b>Total Revenues</b>	<b>188,542</b>	<b>1,285</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Operating Transfers In - General Fund	760,000	825,000	825,000	675,000	350,000	300,000	300,000	300,000
Operating Transfers In - CNR Fund	150,000							
Operating Transfers In - MS Fund								
<b>Total Revenues and Operating Transfers In</b>	<b>1,098,542</b>	<b>826,285</b>	<b>825,000</b>	<b>675,000</b>	<b>350,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>
<b>Expenditures:</b>								
Principal Retirement	455,000	460,000	460,000	145,000				
Interest	64,765	45,656	25,900	5,220				
Principal Retirement - GOB 2011				220,000	220,000	220,000	220,000	220,000
Interest - GOB 2011		91,706	93,525	93,525	86,925	80,325	73,725	67,125
Lease Purchase - Co-Gen/Pool Covers	64,129	78,134	78,134					
Lease Purchase - CIP Equip 08/09	113,886	113,886	113,886	113,886				
Lease Purchase - CIP Equip 09/10	87,617	87,617	70,641	87,617	87,617			
Financial/Issuance Costs	110,206							
<b>Total Expenditures</b>	<b>895,603</b>	<b>876,999</b>	<b>842,086</b>	<b>665,248</b>	<b>394,542</b>	<b>300,325</b>	<b>293,725</b>	<b>287,125</b>
Revenues and Other Financing Sources Over/(Under) Expend	202,939	(50,714)	(17,086)	9,752	(44,542)	(325)	6,275	12,875
Fund Balance, July 1	(72,794)	130,145	79,431	62,345	72,097	27,555	27,230	33,505
Fund Balance, June 30	\$ 130,145	\$ 79,431	\$ 62,345	\$ 72,097	\$ 27,555	\$ 27,230	\$ 33,505	\$ 46,380

Town of Mansfield  
Debt Service Fund  
Estimated Revenues, Expenditures and Changes in Fund Balance  
(Continued)

	FY 18/19 Projected	FY 19/20 Projected	FY 20/21 Projected	FY 21/22 Projected	FY 22/23 Projected	FY 23/24 Projected	FY 24/25 Projected	FY 25/26 Projected
<b>Revenues:</b>								
Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income								
Interest on Unspent Balance								
<b>Total Revenues</b>	-	-	-	-	-	-	-	-
Operating Transfers In - General Fund	275,000	275,000	275,000	250,000	250,000	250,000	250,000	200,000
Operating Transfers In - CNR Fund								
Operating Transfers In - MS Fund								
<b>Total Revenues and Operating Transfers In</b>	275,000	275,000	275,000	250,000	250,000	250,000	250,000	200,000
<b>Expenditures:</b>								
Principal Retirement								
Interest								
Principal Retirement - GOB 2011	220,000	220,000	220,000	220,000	220,000	220,000	220,000	200,000
Interest - GOB 2011	60,525	53,925	47,325	40,725	33,850	25,600	16,800	8,000
Lease Purchase - Co-Gen/Pool Covers								
Lease Purchase - CIP Equip 08/09								
Lease Purchase - CIP Equip 09/10								
Financial/Issuance Costs								
<b>Total Expenditures</b>	280,525	273,925	267,325	260,725	253,850	245,600	236,800	208,000
Revenues and Other Financing Sources Over/(Under) Expend	(5,525)	1,075	7,675	(10,725)	(3,850)	4,400	13,200	(8,000)
Fund Balance, July 1	46,380	40,855	41,930	49,605	38,880	35,030	39,430	52,630
Fund Balance, June 30	\$ 40,855	\$ 41,930	\$ 49,605	\$ 38,880	\$ 35,030	\$ 39,430	\$ 52,630	\$ 44,630

SOLID WASTE DISPOSAL FUND  
BALANCE SHEET  
AS OF JUNE 30, 2013  
(with comparative totals for JUNE 30, 2012)

	JUNE 30	
	2013	2012
<u>CURRENT ASSETS</u>		
Cash	\$ 313,876	\$ 304,250
Accounts Receivable (net of allow. for uncollectable accts)	21,448	8,740
Total Current Assets	335,324	312,990
<u>FIXED ASSETS</u>		
Land	8,500	8,500
Buildings & Equipment	565,138	565,138
Less: Accumulated Depreciation	(506,792)	(497,257)
Total Fixed Assets	66,846	76,381
TOTAL ASSETS	\$ 402,170	\$ 389,371
<u>LIABILITIES AND FUND EQUITY</u>		
<u>CURRENT LIABILITIES</u>		
Accounts Payable	\$ 58,789	\$ 51,788
Accrued Compensated Absences	10,930	14,853
Refundable Deposits	22,425	20,325
Total Current Liabilities	92,144	86,966
<u>LONG-TERM LIABILITIES</u>		
Landfill Postclosure Costs	88,000	92,000
Total Long-Term Liabilities	88,000	92,000
TOTAL LIABILITIES	180,144	178,966
<u>FUND EQUITY</u>		
Retained Earnings	222,026	210,405
Total Fund Equity	222,026	210,405
TOTAL LIABILITIES AND FUND EQUITY	\$ 402,170	\$ 389,371

SOLID WASTE DISPOSAL FUND  
 COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE  
 JUNE 30, 2013  
 (with comparative totals for June 30, 2012)

	BUDGET	JUNE 30	
	2012/13	2013	2012
Operating Revenues:			
Transfer Station Fees	\$ 84,000	\$ 113,892	\$ 80,391
Garbage Collection Fees	901,700	952,017	895,236
Sale of Recyclables	15,000	8,667	25,198
Other Revenues	-	14,781	3,581
Total Operating Revenues	1,000,700	1,089,357	1,004,406
Operating Expenses:			
Hauler's Tipping Fees	177,290	166,574	155,627
Mansfield Tipping Fees	53,180	61,831	65,593
Wage & Fringe Benefits	326,645	314,344	325,126
Computer Software	4,320	4,020	4,320
Trucking Fee	33,275	19,288	22,735
Recycling Cost	15,500	18,027	27,919
Contract Pickup	377,965	421,672	386,746
Supplies and Services	24,690	49,446	10,749
Depreciation Expense	9,535	9,535	9,535
Hazardous Waste	15,000	-	16,259
Equipment Parts/Other	2,100	2,999	5,117
LAN/WAN Expenditures	10,000	10,000	10,000
Total Operating Expenses	1,049,500	1,077,736	1,039,726
NET INCOME (LOSS)	(48,800)	11,621	(35,320)
Retained Earnings, July 1	210,405	210,405	245,725
Retained Earnings, End of Period	\$ 161,605	\$ 222,026	\$ 210,405

HEALTH INSURANCE FUND  
BALANCE SHEET  
JUNE 30, 2013  
(with comparative totals for June 30, 2012)

	June 30	
	2013	2012
<u>Assets</u>		
Cash and cash equivalents	\$ 3,535,399	\$ 4,299,009
Accounts Receivable	188,756	186,833
Due from Other Funds	317,370	339,224
Total Assets	\$ 4,041,525	\$ 4,825,066
<u>Liability and Fund Equity</u>		
Liabilities:		
Accrued Medical Claims	\$ 409,500	\$ 348,000
Accounts Payable	1,248	130,000
Due to General Fund	-	442,000
Total Liabilities	410,748	920,000
Fund Equity		
Net Contributed Capital	400,000	400,000
Retained Earnings	3,230,777	3,505,066
Total Fund Equity	3,630,777	3,905,066
Total Liabilities and Fund Equity	\$ 4,041,525	\$ 4,825,066

HEALTH INSURANCE FUND  
 COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE  
 JUNE 30, 2013  
 (with comparative totals for June 30, 2012)

	JUNE 30	
	2013	2012
Revenues:		
Premium income	\$ 6,845,399	\$ 6,544,028
Interest income	4,999	3,646
Total Revenues	6,850,398	6,547,674
Expenditures:		
Payroll	118,870	102,556
Administrative expenses	740,153	706,653
Medical claims	6,027,126	5,230,788
Consultants	17,000	17,000
Employee Wellness	48,982	-
Payment in Lieu of Insurance	87,711	87,109
Medical Supplies	74,845	104,420
LAN/WAN Expenditures	10,000	10,000
Total Expenditures	7,124,687	6,258,526
Revenues and Other Financing Sources Over/ (Under) Expenditures	(274,289)	289,148
Contributed Capital	400,000	400,000
Fund Equity, July 1	3,505,066	3,215,918
Fund Equity plus Cont. Capital, End of Period	\$ 3,630,777	\$ 3,905,066

ANTHEM BLUE CROSS MONTHLY CLAIMS  
FISCAL YEAR BASIS

MONTH	99/00	00/01	FY 01/02	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY08/09	FY09/10	FY10/11	FY11/12	FY12/13	Average '92-'13	5 Yr. Average FY'09-'13
JULY	170,906	216,792	216,195	231,239	353,025	332,653	368,941	409,635	430,780	493,991	534,203	667,615	410,100	471,363	288,065	515,454
AUGUST	146,139	215,571	247,118	247,238	296,808	327,584	323,401	499,754	554,171	567,129	520,970	583,042	443,808	576,008	291,797	538,191
SEPTEMBER	140,741	264,603	230,526	257,491	323,667	302,399	298,440	415,053	430,908	438,495	438,428	320,452	475,683	386,452	257,798	420,793
OCTOBER	108,729	180,875	240,996	262,401	312,245	275,610	351,888	370,945	384,033	440,640	518,768	524,875	429,967	526,558	257,518	459,657
NOVEMBER	125,629	203,813	208,715	217,831	342,691	448,834	299,882	370,405	489,535	383,653	461,484	371,112	419,740	488,559	253,260	425,105
DECEMBER	181,592	185,278	256,252	190,532	415,554	358,577	343,209	427,447	436,589	358,543	368,522	502,648	451,734	429,097	262,205	423,607
JANUARY	204,232	200,762	251,986	333,923	342,476	358,256	356,891	364,331	508,001	454,813	389,841	497,371	461,600	596,583	281,118	462,325
FEBRUARY	194,411	180,879	267,614	331,286	340,298	305,259	492,485	527,867	629,924	521,301	497,159	550,094	480,989	525,952	316,612	535,894
MARCH	211,199	200,818	237,003	358,881	386,649	409,245	392,138	482,188	399,055	482,221	519,594	600,223	503,600	613,319	304,516	500,939
APRIL	181,703	206,143	342,562	259,835	402,093	443,382	321,969	484,465	476,056	473,587	517,452	513,677	461,016	512,034	289,803	488,357
MAY	215,754	244,270	276,117	387,515	391,287	387,104	383,505	562,876	516,518	511,932	346,650	398,403	557,547	662,586	304,018	466,210
JUNE	193,549	251,842	251,747	347,060	357,517	399,827	386,641	606,023	425,253	419,214	465,244	483,975	468,241	494,196	297,590	452,385
ANNUAL TOTAL	2,074,584	2,551,446	3,026,831	3,425,231	4,264,309	4,348,731	4,319,389	5,520,987	5,680,824	5,545,518	5,578,314	6,013,488	5,564,023	6,262,708	3,525,895	5,792,810
MONTHLY AVG	172,882	212,620	252,236	285,436	355,359	362,394	359,949	460,082	473,402	462,127	464,860	501,124	463,669	521,892	293,825	482,734
% OF INCREASE	-5.1%	23.0%	18.6%	13.2%	24.5%	2.0%	-0.7%	27.8%	2.9%	-2.4%	0.6%	7.8%	-7.5%	12.6%	9.94%	2.2%



WORKERS' COMPENSATION FUND  
BALANCE SHEET  
JUNE 30, 2013  
(with comparative totals for June 30, 2012)

	JUNE 30	
	2013	2012
<u>ASSETS</u>		
Current Assets:		
Cash and Cash Equivalents	\$ 9,171	\$ 51,293
Total Assets	\$ 9,171	\$ 51,293

<u>FUND BALANCE</u>		
Equity:		
Retained Earnings	\$ 9,171	\$ 51,293
Total Liabilities and Equity	\$ 9,171	\$ 51,293

WORKERS' COMPENSATION FUND  
 COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE  
 AS OF JUNE 30, 2013  
 (with comparative totals for June 30, 2012)

	BUDGET	JUNE 30	
	2012/13	2013	2012
<u>REVENUES:</u>			
Premium Income	\$ 441,500	\$ 448,130	\$ 420,000
CIRMA Member Distribution		26,684	23,632
Total Revenues	441,500	474,814	443,632
<u>OPERATING EXPENSES:</u>			
Workers' Compensation Insurance	453,810	516,936	449,030
Total Operating Expenses	453,810	516,936	449,030
NET INCOME (LOSS)	(12,310)	(42,122)	(5,398)
Fund Balance, July 1	51,293	51,293	56,691
Fund Balance, End of Period	\$ 38,983	\$ 9,171	\$ 51,293

MANAGEMENT SERVICES FUND  
BALANCE SHEET  
JUNE 30, 2013  
(With comparative totals for June 30, 2012)

	June 30	
	2013	2012
<u>ASSETS</u>		
Current Assets:		
Cash and Cash Equivalents	\$ 1,062,709	\$ 682,296
Due from Region 19/Town GF	12,879	47,686
Accounts Receivable	66,410	58,350
Inventory	10,908	10,908
Total Current Assets	1,152,906	799,240
Fixed Assets:		
Construction in Progress		
Land	145,649	145,649
Buildings	226,679	226,679
Office Equipment	2,148,250	1,966,087
Construction in Progress	-	-
Accum. Depreciation	(1,134,464)	(1,037,073)
Net Fixed Assets	1,386,114	1,301,342
Total Assets	\$ 2,539,020	\$ 2,100,582
 <u>LIABILITIES AND EQUITY</u>		
Liabilities:		
Accounts Payable	\$ 217,648	\$ 51,086
Lease Purchase Payable	75,288	75,288
Due to the General Fund		
Due to Internal Service Fund	3,163	3,826
Total Liabilities	296,099	130,200
Equity:		
Contributed Capital	146,000	146,000
Retained Earnings	2,096,921	1,824,382
Total Equity	2,242,921	1,970,382
Total Liabilities and Equity	\$ 2,539,020	\$ 2,100,582

MANAGEMENT SERVICES FUND  
ESTIMATED STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE  
FOR THE PERIOD ENDING JUNE 30, 2013

TOTAL MANAGEMENT SERVICES FUND			
	Budget 2012/13	Actual 2012/13	Proposed 2013/14
<b>REVENUES:</b>			
Mansfield Board of Education	\$ 109,440	\$ 146,790	\$ 112,720
Region 19	103,950	100,950	107,070
Town of Mansfield	10,820	10,820	18,880
Communication Service Fees	221,490	223,767	222,750
Copier Service Fees	226,240	224,651	225,000
Energy Service Fees	2,019,710	2,003,810	1,994,200
Rent	74,260	72,450	72,450
Rent - Telecom Tower	120,000	157,663	145,000
Sale of Supplies	35,000	40,924	38,000
CNR Fund	175,000	175,000	175,000
Health Insurance Fund	10,000	10,000	10,000
Solid Waste Fund	10,000	10,000	10,000
Sewer Operating Fund	3,000	3,000	3,000
Local Support		7,320	
Postal Charges	88,290	87,140	87,140
Universal Services Fund	33,340	31,234	28,340
<b>Total Revenues</b>	<b>3,240,540</b>	<b>3,305,519</b>	<b>3,249,550</b>
<b>EXPENDITURES:</b>			
Salaries & Benefits	419,550	390,022	438,519
Training	8,550	5,493	8,950
Repairs & Maintenance	28,350	44,160	35,550
Professional & Technical	40,870	22,084	40,870
System Support	126,820	114,667	121,420
Copier Maintenance Fees	91,000	77,565	90,000
Communications	165,780	182,934	182,404
Supplies and Software Licensing	26,800	54,636	26,800
Equipment	158,000	248,732	163,000
Postage	73,000	64,336	73,000
Energy	1,909,000	1,834,369	1,909,000
Equipment Rental/Cost of Sales	48,660	58,875	55,000
<b>Total Expenditures</b>	<b>3,096,380</b>	<b>3,097,873</b>	<b>3,144,513</b>
<b>Add:</b>			
Depreciation	198,080	199,942	186,600
<b>Less:</b>			
Equipment Capitalized	(133,500)	(264,833)	(163,000)
<b>Operating Expenditures</b>	<b>3,160,960</b>	<b>3,032,982</b>	<b>3,168,113</b>
<b>Net Income (Loss)</b>	<b>79,580</b>	<b>272,537</b>	<b>81,437</b>
<b>Total Equity &amp; Contributed Capital, July 1</b>	<b>1,970,384</b>	<b>1,970,384</b>	<b>2,242,921</b>
<b>Total Equity &amp; Contributed Capital, End of Period</b>	<b>\$ 2,049,964</b>	<b>\$ 2,242,921</b>	<b>\$ 2,324,358</b>

CEMETERY FUND  
BALANCE SHEET  
JUNE 30, 2013  
(with comparative totals for June 30, 2012)

	JUNE 30	
	2013	2012
<u>ASSETS</u>		
Cash and cash equivalents	\$ -	\$ -
Investments	403,955	436,082
Total Assets	\$ 403,955	\$ 436,082
 <u>LIABILITIES AND FUND BALANCE</u>		
<u>Liabilities</u>		
Accounts Payable	\$ 1,385	\$ 910
Due to General Fund	129,209	127,911
Total Liabilities	130,594	128,821
 <u>FUND BALANCE</u>		
Fund Balance		
Reserved for perpetual care	564,249	517,125
Reserved for nonexpendable trust	1,200	1,200
Unreserved, undesignated	(292,088)	(211,064)
Total Fund Balance	273,361	307,261
Total Liabilities and Fund Balance	\$ 403,955	\$ 436,082

CEMETERY FUND  
 COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE  
 JUNE 30, 2013  
 (with comparative totals for June 30, 2012)

	BUDGET	JUNE 30	
	2012/13	2013	2012
Operating Revenues:			
Interest & Dividend Income	\$ 10,000	\$ 13,792	\$ 16,403
Capital Gain Distribution		2,608	
Gain/(Loss) on Sale of Maturities			
Unrealized Gain (Loss) in Market Value	19,500	(18,877)	16,963
Sale of Plots	2,700	1,200	6,000
Total Operating Revenues	32,200	(1,277)	39,366
Operating Expenses:			
Salaries	3,000	4,728	6,211
Road Work		-	7,535
Cemetery Maintenance	14,000	17,270	22,630
Mowing Service	21,500	10,625	17,980
Total Operating Expenses	38,500	32,623	54,356
Operating Income/(Loss)	(6,300)	(33,900)	(14,990)
Retained Earnings, July 1	307,261	307,261	322,251
Retained Earnings, End of Period	\$ 300,961	\$ 273,361	\$ 307,261

TOWN OF MANSFIELD  
INVESTMENT POOL  
AS OF JUNE 30, 2013

	MARKET VALUE JUN 30, 2012	MARKET VALUE SEP 30, 2012	MARKET VALUE DEC 31, 2012	MARKET VALUE MAR 31, 2013	MARKET VALUE JUN 30, 2013	FISCAL 12/13 CHANGE IN VALUE
<b>STOCK FUNDS:</b>						
<b>FIDELITY INVESTMENTS:</b>						
SELECT UTILITIES GROWTH	54,594.10	54,833.93	54,699.18	62,520.59	60,521.86	5,927.76
<b>BANK OF AMERICA *</b>						
U.S. LARGE CAP	8,204.47	8,918.03	8,860.14	9,763.85		
INTERNATIONAL DEVELOPED	1,985.07	2,104.49	2,191.35	2,253.65		
EMERGING MARKETS	2,576.78	2,759.52	2,768.02	2,736.85		
U.S. MID CAP	2,993.73	3,146.66	3,157.10	3,488.37		
U.S. SMALL CAP	1,872.51	1,991.18	1,989.62	2,195.86		
SUB-TOTAL BANK OF AMERICA	17,632.56	18,919.88	18,966.23	20,439.56		
<b>TOTAL STOCK FUNDS</b>	<b>72,226.66</b>	<b>73,753.81</b>	<b>73,665.41</b>	<b>82,960.17</b>	<b>60,521.86</b>	<b>5,927.76</b>
<b>BOND FUNDS:</b>						
<b>WELLS FARGO ADVANTAGE</b>						
WELLS FARGO INCOME PLUS-INV	69,259.84	70,666.50	70,913.09	71,065.47	69,124.56	(135.28)
<b>T. ROWE PRICE</b>						
U.S. TREASURY LONG	87,034.18	87,061.73	86,104.23	84,213.62	79,259.81	(7,774.37)
<b>PEOPLE'S SECURITIES</b>						
U.S. TREASURY NOTES	66,935.97	66,944.52	66,954.00	66,961.34	66,969.89	33.92
<b>BANK OF AMERICA *</b>						
GLOBAL HIGH YIELD TAXABLE	4,181.55	4,297.12	4,354.90	4,405.84		
INTERNATIONAL DEVELOPED BONDS	467.48	498.81	467.48	446.87		
INVESTMENT GRADE TAXABLE	15,791.97	16,268.54	15,912.17	15,934.30		
SUB-TOTAL BANK OF AMERICA	20,441.00	21,064.47	20,734.55	20,787.01		
<b>VANGUARD INVESTMENTS</b>						
GNMA FUND	351,906.81	356,202.53	354,918.12	355,269.20	345,115.38	(6,791.43)
<b>TOTAL BOND FUNDS</b>	<b>595,577.80</b>	<b>601,939.75</b>	<b>599,623.99</b>	<b>598,296.64</b>	<b>560,469.64</b>	<b>(14,667.16)</b>
<b>PUBLIC REAL ESTATE INVESTMENT TRUST:</b>						
<b>BANK OF AMERICA *</b>						
REAL ESTATE EQUITY FUND	476.62	475.62	444.40	471.41		
<b>TOTAL CASH</b>	<b>476.62</b>	<b>475.62</b>	<b>444.40</b>	<b>471.41</b>		
<b>COMMODITIES</b>						
<b>BANK OF AMERICA</b>						
PIMCO Comm. Real Return Strategy Fund	2,099.15	2,334.57	2,171.08	2,148.19		
<b>TOTAL COMMODITIES</b>	<b>2,099.15</b>	<b>2,334.57</b>	<b>2,171.08</b>	<b>2,148.19</b>		
<b>CASH:</b>						
<b>BANK OF AMERICA *</b>						
MONEY MARKET RESERVES	15,896.29	16,130.36	17,215.38	17,441.85	5.80	
<b>TOTAL CASH</b>	<b>15,896.29</b>	<b>16,130.36</b>	<b>17,215.38</b>	<b>17,441.85</b>	<b>5.80</b>	
<b>TOTAL INVESTMENTS</b>	<b>686,276.52</b>	<b>694,634.11</b>	<b>693,120.26</b>	<b>701,318.26</b>	<b>620,997.30</b>	<b>(8,739.40)</b>

\* BANK OF AMERICA investments liquidated and deposited in People's Disbursing account

Town of Mansfield  
Investment Pool  
As of June 30, 2013

	Equity Percentage	Equity In Investments	Equity In Cash Equiv.	Total Equity
Cemetery Fund	65.050%	403,954.97	3.77	403,958.74
School Non-Expendable Trust Fund	0.092%	571.31	0.01	571.32
Compensated Absences Fund	34.858%	216,465.22	2.02	216,467.24
<b>Total Equity by Fund</b>	<b>100.000%</b>	<b>620,991.50</b>	<b>5.80</b>	<b>620,997.30</b>

Investments	Market Value
<u>Stock Funds:</u>	
Fidelity - Select Utilities Growth	60,521.86
B of A US Large Cap	-
B of A International Developed	-
B of A Emerging Markets	-
B of A US Mid Cap	-
B of A US Small Cap	-
Sub-Total Stock Funds	60,521.86
<u>Bond Funds:</u>	
Wells Fargo Advantage -Income Plus	69,124.56
T. Rowe Price - U. S. Treasury Long-Term	79,259.81
People's Securities, Inc. - U.S. Treasury Notes	66,969.89
B of A Global High Yield	-
B of A International Developed Bonds	-
B of A Investment Grade Taxable	-
Vanguard - GNMA Fund	345,115.38
Sub-Total Bond Funds	560,469.64
<u>Public Real Estate Investment Trust</u>	
B of A Real Estate Equity	-
<u>Commodities</u>	
B of A Commodities	-
<u>Cash Equivalents:</u>	
B of A Money Market Reserves	5.80
<b>Total Investments</b>	<b>620,997.30</b>

Allocation	Amount	Percentage
Stocks	60,521.86	9.75%
Bonds	560,469.64	90.25%
Public Real Estate Investment Trust	0.00	0.00%
Commodities	0.00	0.00%
Cash Equivalents	5.80	0.00%
<b>Total Investments</b>	<b>620,997.30</b>	<b>100.00%</b>

EASTERN HIGHLANDS HEALTH DISTRICT  
BALANCE SHEET  
As of June 30th, 2013  
(with comparative totals for June 30th, 2012)

<u>Assets</u>	June 30th,	
	2013	2012
Cash and cash equivalents	\$ 351,188	\$ 390,919
 Total Assets	<u>\$ 351,188</u>	<u>\$ 390,919</u>
<u>Liabilities and Fund Balance</u>		
<u>Liabilities</u>		
Accounts Payable	\$ 6,426	\$ 6,320
 Total Liabilities	<u>6,426</u>	<u>6,320</u>
<u>Fund Balance</u>		
Fund Balance:		
Reserved for Prior Year Encumbrances		-
Unreserved, undesignated	344,762	384,599
 Total Fund Balance	<u>344,762</u>	<u>384,599</u>
 Total Liabilities & Fund Balance	<u>\$ 351,188</u>	<u>\$ 390,919</u>

EASTERN HIGHLANDS HEALTH DISTRICT  
COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE

As of June 30th, 2013

(with comparative totals for June 30th, 2012)

	Adopted	Amended	June 30th,		
	Budget	Budget			
	2012/13	2012/13	2013		2012
<b>Operating Revenues:</b>					
Member Town Contributions	\$ 371,620	\$ 371,620	\$ 371,615	100.0%	\$ 365,536
State Grants	152,440	152,440	152,436	100.0%	149,943
Septic Permits	29,500	29,500	28,455	96.5%	29,295
Well Permits	14,000	14,000	12,505	89.3%	12,135
Soil Testing Service	23,000	23,000	33,590	146.0%	31,475
Food Protection Service	54,500	54,500	59,701	109.5%	51,781
B100a Reviews	22,000	22,000	24,790	112.7%	20,770
Septic Plan Review	24,200	24,200	26,210	108.3%	24,365
Other Health Services	5,700	5,700	5,847	102.6%	15,033
Appropriation of Fund Balance	17,415	17,415	-	0.0%	
<b>Total Operating Revenues</b>	<b>714,375</b>	<b>714,375</b>	<b>715,149</b>	<b>100.1%</b>	<b>700,332</b>
<b>Operating Expenditures:</b>					
Salaries & Wages	499,545	547,300	547,024	99.9%	443,808
Grant Deductions	(31,995)	(86,505)	(110,808)	128.1%	(31,911)
Benefits	158,685	165,440	160,352	96.9%	137,124
Miscellaneous Benefits	6,110	6,110	4,767	78.0%	3,989
Insurance	15,800	15,800	15,338	97.1%	15,336
Professional & Technical Services	15,700	15,700	13,818	88.0%	13,061
Other Purchased Services	39,080	39,080	35,383	90.5%	34,271
Other Supplies	8,000	8,000	6,165	77.1%	7,223
Equipment - Minor	1,450	1,450	947	65.3%	440
Contingency	-	-	-	0.0%	-
<b>Total Operating Expenditures</b>	<b>712,375</b>	<b>712,375</b>	<b>672,985</b>	<b>94.5%</b>	<b>623,341</b>
<b>Transfers Out:</b>					
Transfers to CNR	2,000	2,000	82,000	4100.0%	3,000
<b>Total Operating Exp. &amp; Transfers O</b>	<b>714,375</b>	<b>714,375</b>	<b>754,985</b>	<b>105.7%</b>	<b>626,341</b>
<b>Operating Income/(Loss)</b>	<b>-</b>	<b>-</b>	<b>(39,837)</b>		<b>73,991</b>
<b>Fund Balance, July 1</b>	<b>384,599</b>	<b>384,599</b>	<b>384,599</b>		<b>310,607</b>
<b>Fund Balance, End of Period</b>	<b>\$ 384,599</b>	<b>\$ 384,599</b>	<b>\$ 344,762</b>		<b>\$ 384,599</b>

EASTERN HIGHLANDS HEALTH DISTRICT  
 CAPITAL NONRECURRING FUND BALANCE SHEET  
 As of June 30th, 2013  
 (with comparative totals for June 30th, 2012)

	June 30th,	
	2013	2012
<u>Assets</u>		
Cash and cash equivalents	\$ 141,177	\$ 60,032
Total Assets	\$ 141,177	\$ 60,032
<u>Fund Balance</u>		
Fund Balance:		
Unreserved, undesignated	\$ 141,177	\$ 60,032
Total Fund Balance	\$ 141,177	\$ 60,032

EASTERN HIGHLANDS HEALTH DISTRICT  
 CAPITAL NONRECURRING FUND  
 COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE  
 As of June 30th, 2013  
 (with comparative totals for June 30th, 2012)

	June 30th,	
	2013	2012
Operating Revenues:		
State Grants	\$ -	\$ -
Transfers In-G/F	82,000	3,000
Total Operating Revenues	82,000	3,000
Operating Expenditures:		
Prof & Tech Services	2,780	3,200
Vehicles	(2,925)	14,235
Office Equipment	1,000	-
Total Operating Expenditures	855	17,435
Operating Income/(Loss)	81,145	(14,435)
Fund Balance, July 1	60,032	74,467
Fund Balance, End of Period	\$ 141,177	\$ 60,032

**Mansfield Downtown Partnership**  
**Statement of Financial Position**  
**June 30, 2013**  
**(with comparative totals for June 30, 2012)**

	2013	2012
<b>Assets</b>		
Cash & Cash Equivalents	\$ 294,548	\$ 304,094
Accounts Receivable	900	900
Total Assets	295,448	304,994
<b>Liabilities</b>		
Accounts Payable	4,845	1,720
Total Liabilities	4,845	1,720
<b>Fund Balance</b>		
Unreserved	290,603	303,274
Total Fund Balance	290,603	303,274
<b>Total Liabilities and Fund Balance</b>	\$ 295,448	\$ 304,994

Mansfield Down partnership  
Statement of Revenues, Expenditures and  
Changes in Fund Balance  
Since Inception

	Actual 2000/01	Actual 2001/02	Actual 2002/03	Actual 2003/04	Actual 2004/05	Actual 2005/06	Actual 2006/07	Actual 2007/08	Actual 2008/09	Actual 2009/10	Actual 2010/11	Actual 2011/12	Adopted Budget 2012/13	Amended Budget 2012/13	Actual 06/30/13	Adopted Budget 2013/14
<b>Revenues</b>																
Intergovernmental																
Mansfield General Fund/CNR	\$ 32,500	\$ 20,000	\$ 30,000	\$ 41,500	\$ 50,000	\$ 62,000	\$ 62,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
UConn	-	32,500	45,000	46,500	60,000	62,000	62,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Mansfield Capital Projects *	-	-	-	-	-	60,000	-	-	-	-	-	-	-	-	-	-
Leyland Share - Relocation	-	-	-	-	-	-	-	30,210	-	-	10,000	-	-	-	-	-
Membership Fees	-	-	10,040	13,085	17,355	20,282	19,215	21,820	22,440	20,199	16,983	16,778	15,000	15,000	17,463	15,000
Local Support	-	-	-	1,500	1,500	-	-	-	-	-	-	-	-	-	-	-
State Support	-	-	-	-	-	4,993	-	-	-	-	-	-	-	-	-	-
Contributions/Other	-	-	-	-	200	2,165	(165)	-	-	240	-	-	-	-	-	-
<b>Total Revenues</b>	<b>32,500</b>	<b>52,500</b>	<b>85,040</b>	<b>102,585</b>	<b>129,055</b>	<b>211,440</b>	<b>143,050</b>	<b>302,030</b>	<b>272,440</b>	<b>270,439</b>	<b>276,983</b>	<b>266,778</b>	<b>265,000</b>	<b>265,000</b>	<b>267,463</b>	<b>265,000</b>
<b>Operating Expenditures</b>																
Salaries and Benefits	-	15,531	71,378	73,007	83,974	92,800	107,140	121,544	133,679	135,713	147,126	170,810	178,264	178,264	182,066	186,860
Professional & Technical	930	9,519	7,386	5,406	8,397	63,068	44,967	31,817	27,202	28,893	71,561	61,608	61,700	71,700	78,617	55,700
Relocation Costs	-	-	-	-	-	-	20,000	40,420	-	-	-	-	-	-	-	-
Office Rental	-	3,600	11,000	11,800	13,181	13,775	16,451	17,565	17,584	15,918	15,040	8,000	7,810	7,810	7,810	7,970
Insurance	-	-	1,850	1,760	1,764	1,772	1,702	1,704	1,713	1,724	1,715	1,747	2,205	2,205	1,545	3,100
Purchased Services	-	-	8,029	5,005	6,092	9,065	7,092	7,003	8,157	6,666	6,612	9,641	7,000	7,000	8,716	13,000
Supplies & Services	-	3,980	4,704	2,837	2,463	4,075	2,055	2,733	2,783	3,257	3,000	1,276	900	900	1,380	1,900
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	25,000	15,000	-	25,000
<b>Total Operating Expenditures</b>	<b>930</b>	<b>32,630</b>	<b>104,147</b>	<b>99,815</b>	<b>115,871</b>	<b>184,555</b>	<b>199,407</b>	<b>222,786</b>	<b>191,118</b>	<b>192,171</b>	<b>245,054</b>	<b>253,082</b>	<b>282,879</b>	<b>282,879</b>	<b>280,134</b>	<b>293,530</b>
Operating Income/(Loss)	31,570	19,870	(19,107)	2,770	13,184	26,885	(56,357)	79,244	81,322	78,268	31,929	13,696	(17,879)	(17,879)	(12,671)	(28,530)
Fund Balance, July 1	-	31,570	51,440	32,333	35,103	48,287	75,172	18,815	98,059	179,381	257,649	289,578	303,274	285,395	303,274	290,603
Fund Balance, End of Period	\$ 31,570	\$ 51,440	\$ 32,333	\$ 35,103	\$ 48,287	\$ 75,172	\$ 18,815	\$ 98,059	\$ 179,381	\$ 257,649	\$ 289,578	\$ 303,274	\$ 285,395	\$ 267,516	\$ 290,603	\$ 262,073
<b>Contribution Recap</b>																
Mansfield	\$ 32,500	\$ 20,000	\$ 30,000	\$ 41,500	\$ 50,000	\$ 62,000	\$ 62,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Mansfield Capital Projects	-	-	-	-	-	60,000	-	-	-	-	-	-	-	-	-	-
UCONN	-	32,500	45,000	46,500	60,000	62,000	62,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
<b>Total Contributions</b>	<b>\$ 32,500</b>	<b>\$ 52,500</b>	<b>\$ 75,000</b>	<b>\$ 88,000</b>	<b>\$ 110,000</b>	<b>\$ 184,000</b>	<b>\$ 124,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>					

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Town of Mansfield  
Downtown Revitalization and Enhancement  
Project #84120 through #84134  
Estimated Statement of Revenues, Expenditures and  
Changes in Fund Balance  
Since Inception

	Budget	Actual
Operating Revenues		
Intergovernmental Revenues		
USDA Rural Development Grant	\$ 175,509	\$ 175,509
DECD STEAP Grants - I, II, III, IV	1,700,000	1,252,693
Urban Action Grant	2,500,000	808,059
DOT Grant # 77-217	1,172,800	-
Urban Action Grant/Rell	10,000,000	10,000,000
DOT Grant # 77-223	2,250,000	213,050
Federal Transit Authority (GHTD)	490,000	222,140
Omnibus Bill (DOT)	552,000	467,400
Federal Transit Authority (Bus Facility)	4,940,000	2,073,706
DECD Brownfield Remediation	450,000	-
Local Support (DECD grant)	115,640	55,535
Local Share - Bonds	302,000	302,000
Leyland Share (FTA Match & Other)	2,113,860	9,000
EDR Share	1,765,000	800,000
Reserve	372,000	-
Other	-	21,708
Total Operating Revenues	28,898,809	16,400,800
Operating Expenditures		
Downtown Revitalization & Enhancement:		
Salaries - Temporary		33,984
Legal Services	226,847	234,931
Legal Services - DECD Contract	7,442	2,442
Contracted Services	285,884	55,882
Architects & Engineers	2,141,943	1,856,899
Demolition	930,460	949,631
Environmental Remediation	70,022	79,559
Site Improvements	1,474,800	292,471
Construction Costs	21,152,318	19,228,677
Construction - Storrs Road	2,386,822	1,261,054
Construction - Walkway	222,271	222,271
Construction - Intermodal Center	-	273,794
Total Operating Expenditures	28,898,809	24,491,595
Revenues Over/(Under) Expenditures *	-	(8,090,796)
Fund Balance, July 1	-	-
Fund Balance, End of Period	\$ -	\$ (8,090,796)

\* Due from other agencies (grants)

SERIAL BONDS SUMMARY  
SCHOOLS AND TOWN  
June 30, 2013

	Schools	Town	Total
Balance at July 1, 2012	\$1,185,000	\$2,260,000	\$3,445,000
Issued During Period			
Retired During Period	80,000	380,000	460,000
Balance at 6/30/13	<u>\$1,105,000</u>	<u>\$1,880,000</u>	<u>\$2,985,000</u>

CHANGES IN BOND AND NOTES OUTSTANDING

	Serial Bonds	BAN's	Promissory Note	Total
Balance at July 1, 2012	\$3,445,000			\$3,445,000
Debt Issued				
Debt Retired	460,000			460,000
Balance at 6/30/13	<u>\$2,985,000</u>			<u>\$2,985,000</u>

Description	Original Amount	Payment Date		Bonds	BAN's	Promissory Note	Total
		P & I	I				
2004 Town Taxable Gen. Obligation Bond	2,590,000	6/01	12/01				
2004 Town General Obligation Bond	940,000	6/01	12/01	80,000			80,000
2004 Town General Obligation Bond	725,000	6/01	12/01	65,000			65,000
2011 Town General Obligation Bond	1,485,000	3/01	09/01	1,485,000			1,485,000
2011 Town Sewer Purpose Bond	330,000	3/01	09/01	330,000			330,000
2011 School General Obligation Bond	1,025,000	3/01	09/01	1,025,000			1,025,000
2011 Town Sewer Purpose Bond							
	<u>\$7,095,000</u>			<u>\$2,985,000</u>			<u>\$2,985,000</u>

DETAIL OF DEBT OUTSTANDING  
SCHOOLS AND TOWNS  
AS OF JUNE 30, 2013

	<u>Original Amount</u>	<u>Balance 06/30/13</u>
Schools		
Consists of -		
2004 General Obligation Bonds:		
MMS IRC	\$ 940,000	\$ 80,000
2011 General Obligation Bonds:		
MMS Heating Conversion	1,025,000	1,025,000
Schools Outstanding Debt	1,965,000	1,105,000
Town		
Consists of -		
2004 Taxable General Obligation Bonds:		
Community Center	\$ 2,590,000	\$ -
2004 General Obligation Bonds:		
Library Renovations	725,000	65,000
2011 General Obligation Bonds:		
Community Center Air Conditioning	173,620	173,620
Hunting Lodge Road Bikeway	105,250	105,250
Salt Storage Shed	263,130	263,130
Storrs Rd/Flaherty Rd Streetscape Improvements	302,000	302,000
Various Equipment Purchases	93,000	93,000
Facility Improvements	40,000	40,000
Transportation Facility Improvements	130,000	130,000
Stone Mill Rd/Laurel Lane Bridge Replacements	378,000	378,000
2011 Sewer Purpose Obligation Bonds:		
Four Corners Sewer & Water Design	330,000	330,000
Town Outstanding Debt	5,130,000	1,880,000
Total Debt Outstanding	\$ 7,095,000	\$ 2,985,000

TOWN OF MANSFIELD  
SUMMARY OF INVESTMENTS  
JUNE 30, 2013

ALL OTHER FUNDS:

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 06/30/13
State Treasurer	4,021,811	0.180	Various	Various	
Total Accrued Interest @ 06/30/13					15,508
Interest Received 7/1/12 - 06/30/13					<u>15,508</u>
Total Interest, General Fund, 06/30/13					<u><u>15,508</u></u>

CAPITAL FUND:

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 06/30/13
State Treasurer			Various	Various	
Total Accrued Interest @ 06/30/13					_____
Interest Received 7/1/12 - 06/30/13					_____
Total Interest, Capital Fund @ 06/30/13					<u><u>          </u></u>

HEALTH INSURANCE FUND:

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 06/30/13
MBIA - Class	396,450	-	Various	Various	
State Treasurer	3,138,948	0.180	Various	Various	
Total Accrued Interest @ 06/30/13					2649
Interest Received 7/1/12 - 06/30/13					<u>4,999</u>
Total Interest, Health Insurance Fund @ 06/30/13					<u><u>4,999</u></u>

Town of Mansfield  
Memo

DATE: July 31, 2013  
 To: Matt Hart, Town Manager  
 Cherie Trahan, Director of Finance  
 From: Christine Gamache, Collector of Revenue  
 Subject: Amounts and % of Collections for 7/1/12 to 06/30/2013 comparable to 7/1/11 to 06/30/2012 and 7/1/10 to 6/30/2011

	GRAND LIST	ADJUSTMENTS	ADJUSTED LIST	PAID	% PAID	DELINQUENT BALANCE	% DEL
RE	23,607,247	(4,663)	23,602,584	(23,319,701)	98.8%	282,883	1.2%
STORRS CENTER	54,160	84,702	138,862	(138,475)	99.7%	387	0.3%
PER	907,292	5,946	913,239	(890,969)	97.6%	22,270	2.4%
MV	1,995,020	(33,641)	1,961,379	(1,867,640)	95.2%	93,740	4.8%
DUE	26,563,720	52,345	26,616,065	(26,216,785)	98.5%	399,279	1.5%
MVS	253,072	(3,657)	249,415	(213,385)	85.6%	36,030	14.4%
TOTAL	26,816,792	48,688	26,865,480	(26,430,170)	98.4%	435,310	1.6%

PRIOR YEARS COLLECTION  
July 1, 2012 to June 30, 2013

Suspense Collections	16,378	Suspense Interest Less Fees	15,344
Prior Years Taxes	<u>244,298</u>	Interest and Lien Fees	<u>173,174</u>
	<u>260,676</u>		<u>188,518</u>

	GRAND LIST	ADJUSTMENTS	ADJUSTED LIST	PAID	% PAID	DELINQUENT BALANCE	% DF'
RE	23,202,933	(129,774)	23,073,159	(22,818,462)	98.9%	254,697	1
STORRS CENTER	27,995	26,037	54,032	(52,131)	96.5%	1,901	3.5%
PER	887,978	(1,447)	886,531	(856,505)	96.6%	30,026	3.4%
MV	1,866,225	(51,248)	1,814,977	(1,721,486)	94.8%	93,491	5.2%
DUE	25,985,132	(156,433)	25,828,699	(25,448,585)	98.5%	380,115	1.5%
MVS	211,218	(4,216)	207,002	(176,254)	85.1%	30,748	14.9%
TOTAL	26,196,350	(160,649)	26,035,701	(25,624,839)	98.4%	410,862	1.6%

PRIOR YEARS COLLECTION  
July 1, 2011 to June 30, 2012

Suspense Collections	12,454.93	Suspense Interest	9,264.84
Prior Years Taxes	<u>104,326.01</u>	Interest and Lien Fees	<u>120,296.56</u>
	<u>116,780.94</u>		<u>129,561.40</u>

	GRAND LIST	ADJUSTMENTS	ADJUSTED LIST	PAID	% PAID	DELINQUENT BALANCE	% DEL
RE	22,250,372	(14,457)	22,235,915	(22,041,597)	99.1%	194,318	0.9%
PER	846,956	(9,643)	837,313	(816,079)	97.5%	21,234	2.5%
MV	1,755,812	(56,578)	1,699,234	(1,638,848)	96.4%	60,386	3.6%
DUE	24,853,140	(80,678)	24,772,462	(24,496,524)	98.9%	275,939	1.1%
MVS	187,103	(2,483)	184,620	(164,971)	89.4%	19,649	10.6%
TOTAL	25,040,243	(83,161)	24,957,082	(24,661,495)	98.8%	295,588	1.2%

PRIOR YEARS COLLECTION  
July 1, 2010 to June 30, 2011

Suspense Collections	9,766	Suspense Interest Less Fees	11,259
Prior Years Taxes	<u>434,442</u>	Interest and Lien Fees	<u>254,661</u>
	<u>444,207</u>		<u>265,920</u>

CAPITAL PROJECTS - OPEN SPACE  
STATUS REPORT THROUGH JUNE 30, 2013

	Acreage	Total Budget	Expended Thru 6/30/2012	Current Year Expenditures	Estimated Unexpended Balance	Anticipated Grants
Expenditures Prior to 92/93		\$4,409,389	130,794			
<b>UNALLOCATED COSTS:</b>						
Appraisal Fees - Various			17,766			
Financial Fees			8,975			
Legal Fees			15,159			
Survey & Inspections			6,475			
Outdoor Maintenance			13,952			
Major Additions - Improvements			3,000			
Miscellaneous Costs			2,927			
Forest Stewardship-50' Cliff Preserve			3,852			
Parks Coordinator			103,604			
<b>PROPERTY PURCHASES:</b>						
Bassetts Bridge Rd Lots 1,2,3	8.23		128,439			
Baxter Property	25.80		163,330			
Bodwell Property	6.50		42,703			
Boettiger, On, Parish Property	106.00		101,579			
Dorwart Property	61.00		342,482			
Dunnack Property	32.00		35,161			
Eaton Property	8.60		162,236			
Ferguson Property	1.19		31,492			
Fesik Property	7.40		7,636			
Hatch/Skinner Property	35.33		291,780			
Holinko Property	18.60		62,576			
Larkin Property	11.70		24,202			
Laugardia Property - Dodd Rd.			500	5,200		
Lion's Club Park			81,871			
Malek Property				25,500		
Marshall Property	17.00			17,172		
McGregor Property	2.10		8,804			
McShea Property			1,500			
* Merrow Meadow Park Develop.	15.00					
Morneau Property			4,310			
Moss Property	134.50		100,000			
Mulberry Road (Joshua's Trust)	5.90		12,500			
Mullane Property (Joshua's Trust)	17.00		10,000			
Olsen Property	59.75		104,133			
Ossen - Birchwood Heights Property			500			
Porter Property	6.70		135,466			
Reed Property	23.70		69,527			
Rich Property	102.00		283,322			
Sibley Property	50.57		90,734			
Swanson Property (Browns Rd)	29.00		64,423			
Thompson/Swaney Prop. (Bone Mill)			1,500			
Torrey Property	29.50		91,792			
Vernon Property	3.00		31,732			
Estate of Vernon - Property	68.41		257,996			
Warren Property	6.80		24,638			
Watts Property	23.50		92,456			
	916.78	\$4,409,389	\$3,167,824	\$47,872	\$1,193,693	\$0

Project Name		Breakdown of Expenditures of Prior to 92/93	
85105 - Local Funds 94/95	\$250,000	White Cedar Swamp - Purchase	\$50,000
85105 - Local Funds 90/91	227,855	Appraisal Fees	250
85105 - Local Funds 97/98	250,000	Financial Fees	5,457
85105 - Local Funds 98/99	250,000	Miscellaneous Costs	605
85105 - Local Funds 99/00	250,000	Unidentifiable (Prior 89/90)	74,478
85105 - Local Funds 00/01	250,000		
85105 - Local Support June 15, 2001	5,000		\$130,790
85105 - Local Funds 01/02	250,000		
85105 - Local Funds 02/03	75,000		
85105 - Local Funds 03/04	100,000		
85105 - State Support - Rich Property	60,000		
85105 - State Support - Hatch/Skinner Property	126,000		
85105 - State Support - Olsen Property	50,000		
85105 - State Support - Vernon Property	113,000		
85105 - State Support - Dorwart Property	112,534		
85114 - Bonded Funds	1,000,000		
85107 - Authorized Bonds 2D10/11	1,040,000		
	<u>\$4,093,889</u>		

Mansfield Board of Education  
 Special Education Reserve Fund Running Balance  
 Estimates on July 19, 2013

	July 1, Beg. Balance	Revenues	Usage	June 30, Ending Bal.	Net Actual (Usage)/Incr.	Budget Usage
FY 2013/14 (Prop)	\$ 467,929	\$ <i>300,000</i>	\$ <i>(400,000)</i>	\$ 367,929	<i>(100,000)</i>	(250,000)
FY 2012/13	573,063	257,693	(362,827)	467,929	(105,134)	(350,000)
FY 2011/12	646,181	306,801	(379,919)	573,063	(73,118)	(235,240)
FY 2010/11	556,703	262,047	(172,569)	646,181	89,478	(60,000)
FY 2009/10	283,273	273,430		556,703	273,430	
FY 2008/09	280,407	152,866	(150,000)	283,273	2,866	
FY 2007/08	168,129	112,278		280,407	112,278	

*\* Italicized figures are estimates*

MAINTENANCE PROJECTS - CAPITAL 86260

Date	Project Description	Status	Paid	Encumbered	Total Estimated Project Cost	Account Balance
7/1/2011	Beginning Balance					120,192
1	Arrow Fence Goodwin	Completed 9/11	3,828		3,828	116,364
2	Fuss & O'Neill Modifications to Generator at MCC	Completed 12/11	3,500		3,500	112,864
3	Willimantic Winnelson Boiler at Historical Society	Completed 1/12	4,666		4,666	108,198
4	Piela Electric Generator	Completed	27,400		27,400	80,798
5	Rovic Rug Extractor	Completed 4/12	1,499		1,499	79,299
6	Overhead Door Repairs/Installation PW & Maint. Shop Doors	Open	3,265	235	3,500	75,799
7	Automated Building System Software License/25425	Open	4,820		4,820	70,979
8	A&A Asphalt LLC Vinton, Southeast, Goodwin Play area repairs	Completed 11/11	1,712		1,712	69,267
9	Grainger Air Compressor	Completed 11/11	3,307		3,307	65,960
10	Automated Building System Software License/25440	Open	4,920		4,920	61,040
11	Nutmeg Companies Repairs to waste pipe at Town Hall	Completed 4/12	4,642		4,642	56,398
12	Depot Pump Repairs to Well Pump at MMS	Completed 4/12	3,668		3,668	52,731
13	Willimantic Winnelson Plumbing/Electrical supplies MCC Generator	Open		2,500	2,500	50,231
14	Andert's Carpet Service Replaced Vinyl Flooring at Historical Society	Completed	1,894		1,894	48,337
15	Art Signs Senior Center Sign	Completed	1,750		1,750	46,587
7/1/2012	12/13 Appropriation \$55,000					101,587
16	Andert's Carpet Service Replace MMS & SE portable classroom carpets	Completed	23,223		23,223	78,364
17	Andert's Carpet Service Rebinding carpets MMS, SE, Goodwin, and replace bathroom flooring in SE portable.	Completed	5,968		5,968	72,396
18	Major Electric Repairs to generator at MMS	Completed	921		921	71,475
19	Willimantic Winnelson Repairs to MCC generator	Completed	157		157	71,319
20	Tennett Tree Service Removal of trees at MMS	Completed	2,000		2,000	69,319
21	Woodland Building & Revoations MCC shower stall replacements	Completed	7,851		7,851	61,468
22	Kittredge Equipment Freezer	Completed	5,368		5,368	56,100
23	New England Door Closer Library	Completed	1,859		1,859	54,241
24	American DG Energy Beckwith Installation	Completed	3,500		3,500	50,741
25	Professional Lock Security Locks for all schools	Completed	11,000		11,000	39,741
26	Andert's Carpet Service Library	Open	1,494	6,011	7,505	32,236
27	Signs Plus Security signs for all schools	Completed	1,920		1,920	30,316
28	Willimantic Winnelson Goodwin water heater	Completed	3,141		3,141	27,174
29	Pats Power Equipment Blower	Completed	2,699		2,699	24,475
30	Silva Engineering Design of atrium doors at Southeast	Open		4,000	4,000	20,475
31	Kittredge Equipment Co. Pressure Steamer at MMS	Open		17,058	17,058	3,417
32	SB Church Vinton well repairs	Open	950	8,180	9,130	(5,713)
33	A-1 Line Striping MMS and Vinton parking lots	Completed	2,192		2,192	(7,904)
34	Johnstone Supply 3 heat pumps Sr Ctr dining room	Open		9,300	9,300	(17,204)
35	Numbers & Letters Labels for outside entrances (school security)	Completed	2,148		2,148	(19,352)

Town of Mansfield  
YTD Revenue Summary

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriation	Appropriation Adj	Debit Amounts	Credit Amounts	Ending Balance	% Rec'd	Activity
<b>111 General Fund - Town</b>							
<b>15100 Town Clerk</b>							
40201 Misc Licenses & Permits	(2,400.00)	.00	.00	2,365.00	(35.00)	98.54	2,365.00
40202 Sport Licenses	(400.00)	.00	26.00	304.00	(122.00)	69.50	278.00
40203 Dog Licenses	(8,000.00)	.00	(69.20)	7,841.30	(89.50)	98.88	7,910.50
40204 Conveyance Tax	(150,000.00)	.00	.00	127,441.46	(22,558.54)	84.96	127,441.46
40610 Recording	(60,000.00)	.00	30.00	63,196.00	3,166.00	105.28	63,166.00
40611 Copies Of Records	(10,000.00)	.00	.00	12,396.45	2,396.45	123.96	12,396.45
40612 Vital Statistics	(11,000.00)	.00	.00	12,808.00	1,808.00	116.44	12,808.00
40613 Sale Of Maps/regs	(100.00)	.00	10.00	67.00	(43.00)	57.00	57.00
<b>Total 15100 Town Clerk</b>	<b>(241,900.00)</b>	<b>.00</b>	<b>(3.20)</b>	<b>226,419.21</b>	<b>(15,477.59)</b>	<b>93.60</b>	<b>226,422.41</b>
<b>16200 Accounting &amp; Disbursements</b>							
40451 Pilot - State Property	(7,047,420.00)	.00	.00	7,030,230.08	(17,189.92)	99.76	7,030,230.08
40470 State Revenue Sharing	(214,000.00)	(139,000.00)	50,000.00	403,656.25	656.25	100.19	353,656.25
40496 Pilot-holinko Estates	(13,500.00)	.00	9,854.00	8,876.00	(14,478.00)	(7.24)	(978.00)
40551 Pilot - Senior Housing	.00	.00	17,447.00	34,447.00	17,000.00	.00	17,000.00
40605 Region 19 Financial Serv	(91,680.00)	.00	.00	91,680.00	.00	100.00	91,680.00
40606 Health District Services	(24,580.00)	.00	.00	24,580.00	.00	100.00	24,580.00
40817 Telecom Services Payment	(55,000.00)	.00	.00	48,089.42	(6,910.58)	87.44	48,089.42
40820 Interest Income	(25,000.00)	.00	6,387.31	21,895.78	(9,491.53)	62.03	15,508.47
40890 Other	(2,500.00)	.00	986.62	11,316.85	7,830.23	413.21	10,330.23
<b>Total 16200 Accounting &amp; Disbursements</b>	<b>(7,473,680.00)</b>	<b>(139,000.00)</b>	<b>84,674.93</b>	<b>7,674,771.38</b>	<b>(22,583.55)</b>	<b>99.70</b>	<b>7,590,096.45</b>
<b>16300 Revenue Collections</b>							
40101 Current Year Levy	(26,034,470.00)	49,300.00	296,585.42	26,412,756.45	131,001.03	100.50	26,116,171.03
40102 Prior Year Levy	(175,000.00)	(69,000.00)	123,419.66	319,286.06	(48,133.60)	80.27	195,866.40
40103 Interest & Lien Fees	(135,000.00)	(38,000.00)	1,152.17	174,264.62	112.45	100.07	173,112.45
40104 Motor Vehicle Supplement	(165,000.00)	(4,000.00)	1,561.49	219,946.21	49,384.72	129.22	218,384.72
40105 Susp. Coll. Taxes - Trnsc.	(6,000.00)	.00	66.60	16,444.42	10,377.82	272.96	16,377.82
40106 Susp. Coll. Int. - Trnsc.	(4,000.00)	.00	.00	15,417.83	11,417.83	385.45	15,417.83
40109 Collection Fees	.00	.00	.00	976.00	976.00	.00	976.00
40110 CURRENT YR LEVY - STORRS CTR	(488,000.00)	.00	.00	190,606.00	(297,394.00)	39.06	190,606.00
40111 CURRENT YR LEVY-STORRS CTR-ABATEMENT	321,000.00	.00	.00	.00	321,000.00	.00	.00
40352 Payment In Lieu Of Taxes	(1,850.00)	.00	.00	4,157.00	2,307.00	224.70	4,157.00
40454 Circuit Crt-parking Fines	.00	.00	2,225.00	2,375.00	150.00	.00	150.00
40456 Tax Relief For Elderly	(2,000.00)	.00	.00	2,000.00	.00	100.00	2,000.00
40462 Disability Exempt Reimb	(1,200.00)	.00	.00	1,176.61	(23.39)	98.05	1,176.61
40494 Judicial Revenue Distribution	(9,000.00)	.00	.00	10,164.50	1,164.50	112.94	10,164.50
40611 Copies Of Records	(600.00)	.00	.00	327.50	(272.50)	54.58	327.50
40684 Cash Overage/Shortage	.00	.00	370.78	161.00	(209.78)	.00	(209.78)
40702 Parking Tickets - Town	(4,500.00)	.00	.00	.00	(4,500.00)	.00	.00
<b>Total 16300 Revenue Collections</b>	<b>(26,705,620.00)</b>	<b>(61,700.00)</b>	<b>425,381.12</b>	<b>27,370,059.20</b>	<b>177,358.08</b>	<b>100.66</b>	<b>26,944,678.08</b>
<b>16402 Property Assessment</b>							
40455 Circu. eaker	(50,140.00)	.00	.00	47,117.37	(3,022.63)	93.97	47,117.37

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Town of Mansfield  
YTD Revenue Summary

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriation	Appropriation Adj	Debit Amounts	Credit Amounts	Ending Balance	% Rec'd	Activity
40460 Boat Reimbursement	(2,500.00)	.00	.00	.00	(2,500.00)	.00	.00
40469 Veterans Reimb	(7,750.00)	.00	.00	7,357.86	(392.14)	94.94	7,357.86
40611 Copies Of Records	(1,750.00)	.00	.00	1,546.50	(203.50)	88.37	1,546.50
<b>Total 16402 Property Assessment</b>	<b>(62,140.00)</b>	<b>.00</b>	<b>.00</b>	<b>56,021.73</b>	<b>(6,118.27)</b>	<b>90.15</b>	<b>56,021.73</b>
16600 Information Technology							
40928 School Cafeteria	(2,500.00)	.00	.00	2,500.00	.00	100.00	2,500.00
<b>Total 16600 Information Technology</b>	<b>(2,500.00)</b>	<b>.00</b>	<b>.00</b>	<b>2,500.00</b>	<b>.00</b>	<b>100.00</b>	<b>2,500.00</b>
21100 Police Supervision							
40620 Police Service	.00	.00	19,330.00	19,330.00	.00	.00	.00
<b>Total 21100 Police Supervision</b>	<b>.00</b>	<b>.00</b>	<b>19,330.00</b>	<b>19,330.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
21200 Police Services							
40454 Circuit Crt-parking Fines	(810.00)	.00	.00	8,805.45	7,995.45	1,087.09	8,805.45
40620 Police Service	(67,800.00)	.00	37,200.00	110,191.15	5,191.15	107.66	72,991.15
40702 Parking Tickets - Town	.00	.00	.00	1,346.80	1,346.80	.00	1,346.80
40705 TOWN PARKING FINES-STORRS CENTER	.00	.00	.00	10,451.45	10,451.45	.00	10,451.45
40713 NUISANCE ORDINANCE	(11,000.00)	.00	.00	7,388.00	(3,612.00)	67.16	7,388.00
40715 Ordinance Violation Penalty	(180.00)	.00	.00	180.00	.00	100.00	180.00
40716 Noise Ordinance Violation	(300.00)	.00	.00	.00	(300.00)	.00	.00
40717 Possession Alcohol Ordinance	(4,440.00)	.00	.00	5,310.00	870.00	119.59	5,310.00
40718 Open Liquor Container Ordin	(6,120.00)	.00	.00	6,590.00	470.00	107.68	6,590.00
<b>Total 21200 Police Services</b>	<b>(90,650.00)</b>	<b>.00</b>	<b>37,200.00</b>	<b>150,262.85</b>	<b>22,412.85</b>	<b>124.72</b>	<b>113,062.85</b>
21300 Animal Control							
40622 Redemption/Release Fees	(1,000.00)	.00	.00	1,064.00	64.00	106.40	1,064.00
40625 Animal Adoption Fees	(900.00)	.00	.00	670.00	(230.00)	74.44	670.00
40824 Sale Of Supplies	(20.00)	.00	.00	17.00	(3.00)	85.00	17.00
<b>Total 21300 Animal Control</b>	<b>(1,920.00)</b>	<b>.00</b>	<b>.00</b>	<b>1,751.00</b>	<b>(169.00)</b>	<b>91.20</b>	<b>1,751.00</b>
22101 FIRE PREVENTION							
40201 Misc Licenses & Permits	(240.00)	.00	.00	360.00	120.00	150.00	360.00
40699 Fire Safety Code Fees	(16,000.00)	.00	16,164.24	37,229.45	5,065.21	131.66	21,065.21
<b>Total 22101 FIRE PREVENTION</b>	<b>(16,240.00)</b>	<b>.00</b>	<b>16,164.24</b>	<b>37,589.45</b>	<b>5,185.21</b>	<b>131.93</b>	<b>21,425.21</b>
23100 Emergency Management							
40369 FEMA Grant	.00	.00	200,680.45	196,781.41	(3,899.04)	.00	(3,899.04)
40465 Emerg Mgmt Performance Grant	(14,500.00)	.00	35,600.00	48,872.00	(1,228.00)	91.53	13,272.00
<b>Total 23100 Emergency Management</b>	<b>(14,500.00)</b>	<b>.00</b>	<b>236,280.45</b>	<b>245,653.41</b>	<b>(5,127.04)</b>	<b>64.64</b>	<b>9,372.96</b>
30100 Public Works Administration							
40224 Road Permits	(750.00)	.00	.00	650.00	(100.00)	86.67	650.00
40650 Blue Prints	(200.00)	.00	.00	.00	(200.00)	.00	.00

Town of Mansfield  
YTD Revenue Summary

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriation	Appropriation Adj	Debit Amounts	Credit Amounts	Ending Balance	% Rec'd	Activity
Total 30100 Public Works Administration	(950.00)	.00	.00	650.00	(300.00)	68.42	650.00
30400 Grounds Maintenance							
40656 Reg Dist 19 Grnds Mntnce	(71,880.00)	.00	.00	71,880.00	.00	100.00	71,880.00
40671 Day Care Grounds Maintenance	(12,160.00)	.00	.00	12,160.00	.00	100.00	12,160.00
40678 Celeron Sq Assoc Bikepath Main	(2,700.00)	.00	.00	2,700.00	.00	100.00	2,700.00
Total 30400 Grounds Maintenance	(86,740.00)	.00	.00	86,740.00	.00	100.00	86,740.00
30600 Equipment Maintenance							
40674 Charge for Services	(2,500.00)	.00	.00	4,052.99	1,552.99	162.12	4,052.99
Total 30600 Equipment Maintenance	(2,500.00)	.00	.00	4,052.99	1,552.99	162.12	4,052.99
30800 Building Inspection							
40230 Building Permits	(175,000.00)	.00	17,687.77	162,498.15	(30,189.62)	82.75	144,810.38
40611 Copies Of Records	(30.00)	.00	.00	55.50	25.50	185.00	55.50
40710 Building Fines	(1,500.00)	.00	.00	2,000.00	500.00	133.33	2,000.00
Total 30800 Building Inspection	(176,530.00)	.00	17,687.77	164,553.65	(29,664.12)	83.20	146,865.88
30810 Housing Inspection							
40232 Housing Code Permits	(86,000.00)	.00	300.00	100,355.00	14,055.00	116.34	100,055.00
40233 Housing Code Penalties	(1,100.00)	.00	.00	100.00	(1,000.00)	9.09	100.00
40234 Landlord Registrations	(600.00)	.00	.00	2,415.00	1,815.00	402.50	2,415.00
40611 Copies Of Records	(20.00)	.00	.00	.00	(20.00)	.00	.00
40644 PARKING PLAN REVIEW FEE	(3,200.00)	.00	.00	2,730.00	(470.00)	85.31	2,730.00
40711 Landlord Registration Penalty	(90.00)	.00	.00	.00	(90.00)	.00	.00
40715 Ordinance Violation Penalty	(500.00)	.00	.00	1,624.40	1,124.40	324.88	1,624.40
Total 30810 Housing Inspection	(91,510.00)	.00	300.00	107,224.40	15,414.40	116.84	106,924.40
30900 Facilities Management							
40804 Rent - Historical Soc	(2,000.00)	.00	.00	3,300.00	1,300.00	165.00	3,300.00
40807 Rent - Town Hall	(7,580.00)	.00	.00	7,960.00	380.00	105.01	7,960.00
40808 Rent - Senior Center	(100.00)	.00	.00	.00	(100.00)	.00	.00
40825 Rent - R19 Maintenance	(2,790.00)	.00	.00	2,790.00	.00	100.00	2,790.00
Total 30900 Facilities Management	(12,470.00)	.00	.00	14,050.00	1,580.00	112.67	14,050.00
42100 ADULT & ADMINISTRATIVE SERVICES							
40357 Social Serv Block Grant	(3,470.00)	.00	.00	3,492.00	22.00	100.63	3,492.00
Total 42100 ADULT & ADMINISTRATIVE SERVICES	(3,470.00)	.00	.00	3,492.00	22.00	100.63	3,492.00
43100 Library Services							
40457 Library - Connecticutcard/ill	(15,000.00)	.00	1,228.00	14,549.00	(1,679.00)	88.81	13,321.00
40458 Library - Basic Grant	(2,300.00)	.00	.00	1,228.00	(1,072.00)	53.39	1,228.00
40641 FINES ON OVERDUE BOOKS	(15,500.00)	.00	.00	11,157.25	(4,342.75)	71.98	11,157.25
40830 Contr ons	.00	.00	10,000.00	10,000.00	.00	.00	.00

Town of Mansfield  
YTD Revenue Summary

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriation	Appropriation Adj	Debit Amounts	Credit Amounts	Ending Balance	% Rec'd	Activity		
Total 43100 Library Services	(32,800.00)	.00	11,228.00	36,934.25	(7,093.75)	78.37	25,706.25		
51100 PLANNING & DEVELOPMENT									
40210 Subdivision Permits	(2,000.00)	.00	.00	5,800.00	3,800.00	290.00	5,800.00		
40211 Zoning/Special Permits	(18,000.00)	.00	4,750.00	21,040.00	(1,710.00)	90.50	16,290.00		
40212 Zba Applications	(2,000.00)	.00	.00	2,400.00	400.00	120.00	2,400.00		
40214 Iwa Permits	(5,000.00)	.00	.00	3,450.00	(1,550.00)	69.00	3,450.00		
40231 Adm Cost Reimb-permits	(100.00)	.00	.00	284.00	184.00	284.00	284.00		
40663 Zoning Regulations	(200.00)	.00	.00	346.00	146.00	173.00	346.00		
Total 51100 PLANNING & DEVELOPMENT	(27,300.00)	.00	4,750.00	33,320.00	1,270.00	104.65	28,570.00		
60001 Education									
40401 Education Assistance	(10,152,380.00)	.00	.00	10,189,409.00	37,029.00	100.36	10,189,409.00		
40402 School Transportation	(104,540.00)	.00	.00	132,423.00	27,883.00	126.67	132,423.00		
Total 60001 Education	(10,256,920.00)	.00	.00	10,321,832.00	64,912.00	100.63	10,321,832.00		
Total 111 General Fund - Town	(45,300,340.00)	(200,700.00)	852,993.31	46,557,207.52	203,174.21	100.45	45,704,214.21		
Accounts : 89		**** Grand Total ****	(45,300,340.00)	(200,700.00)	852,993.31	46,557,207.52	203,174.21	100.45	45,704,214.21

\*\*\*\*\* Selection Legend \*\*\*\*\*

Account Type: R  
FY: 2013 to 2013  
From Fund: 111 to 111  
Account Sub Type: CP

Town of Mansfield  
YTD Expenditure Summary by Activity

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriations	Transfers and Supplementals	Encumbrances	Expenditures	In-Progress Transactions	Remaining Balance	% Used
<b>111 General Fund - Town</b>							
<b>General Government</b>							
11100 Legislative	88,680.00	.00	.00	79,385.70	.00	9,294.30	89.52
12100 Municipal Management	198,300.00	12,480.00	995.00	216,202.65	.00	(6,417.65)	103.04
12200 Human Resources	134,180.00	3,170.00	4,649.50	132,993.36	.00	(292.86)	100.21
13100 Town Attorney	42,500.00	.00	.00	41,921.00	.00	579.00	98.64
13200 Probate	3,920.00	.00	.00	3,918.42	.00	1.58	99.96
14200 Registrars	65,920.00	(5,150.00)	.00	45,677.24	.00	15,092.76	75.16
15100 Town Clerk	217,170.00	3,620.00	.00	215,690.67	.00	5,099.33	97.69
15200 General Elections	36,700.00	.00	.00	21,461.43	.00	15,238.57	58.48
16100 Finance Administration	116,560.00	1,490.00	.00	117,180.54	.00	869.46	99.26
16200 Accounting & Disbursements	168,390.00	3,800.00	150.00	167,212.84	.00	4,827.16	97.20
16300 Revenue Collections	155,740.00	2,900.00	.00	148,863.51	.00	9,776.49	93.84
16401 Board Of Assessment Appeals	.00	.00	.00	.00	.00	.00	.00
16402 Property Assessment	213,440.00	3,810.00	.00	217,230.07	.00	19.93	99.99
16510 Central Copying	39,000.00	.00	.00	38,370.00	.00	630.00	98.38
16511 Central Services	34,000.00	.00	10,521.28	30,840.41	.00	(7,361.69)	121.65
16600 Information Technology	10,820.00	.00	.00	10,820.00	.00	.00	100.00
30900 Facilities Management	939,750.00	2,370.00	7,197.40	878,366.62	.00	56,555.98	94.00
<b>Total General Government</b>	<b>2,465,070.00</b>	<b>28,490.00</b>	<b>23,513.18</b>	<b>2,366,134.46</b>	<b>.00</b>	<b>103,912.36</b>	<b>95.83</b>
<b>Public Safety</b>							
21200 Police Services	1,083,310.00	(9,250.00)	149.68	1,118,100.52	.00	(44,190.20)	104.11
21300 Animal Control	92,220.00	(3,930.00)	.00	90,031.62	.00	(1,741.62)	101.97
22101 FIRE PREVENTION	140,860.00	.00	.00	142,763.36	.00	(1,903.36)	101.35
22155 Fire & Emerg Services Admin	216,590.00	2,990.00	.00	228,595.49	.00	(9,015.49)	104.11
22160 Fire & Emergency Services	1,470,810.00	82,560.00	26,089.97	1,621,140.25	.00	(93,860.22)	106.04
23100 Emergency Management	51,670.00	990.00	.00	55,446.91	.00	(2,786.91)	105.29
<b>Total Public Safety</b>	<b>3,055,460.00</b>	<b>73,360.00</b>	<b>26,239.65</b>	<b>3,256,078.15</b>	<b>.00</b>	<b>(153,497.80)</b>	<b>104.91</b>
<b>Public Works</b>							
30100 Public Works Administration	82,240.00	2,700.00	.00	70,634.02	.00	14,305.98	83.16
30200 Supervision & Operations	119,180.00	2,200.00	.00	116,247.55	.00	5,132.45	95.77
30300 Road Services	696,080.00	(38,760.00)	.00	610,075.46	.00	47,244.54	92.81
30400 Grounds Maintenance	392,310.00	11,520.00	3,150.00	404,273.01	.00	(3,593.01)	100.89
30600 Equipment Maintenance	601,380.00	.00	1,165.68	603,314.92	.00	(3,100.60)	100.52
30700 Engineering	192,720.00	3,720.00	.00	132,446.17	.00	63,993.83	67.42
<b>Total Public Works</b>	<b>2,083,910.00</b>	<b>(18,620.00)</b>	<b>4,315.68</b>	<b>1,936,991.13</b>	<b>.00</b>	<b>123,983.19</b>	<b>94.00</b>
<b>Community Services</b>							
42100 ADULT & ADMINISTRATIVE SERVICES	336,670.00	4,150.00	.00	350,266.96	.00	(9,446.96)	102.77
42202 Mansfield Challenge - Winter	.00	.00	.00	.00	.00	.00	.00
42204 Youth Employment - Middle Sch	2,000.00	.00	.00	1,799.69	.00	200.31	89.98
42210 Youth Services	172,050.00	2,900.00	213.50	170,101.34	.00	4,635.16	97.35
42300 Senior Services	206,470.00	2,000.00	100.00	198,461.53	.00	10,008.47	94.83
43100 Library Services	654,840.00	8.00	6,403.24	638,658.75	.00	11,181.25	97.28

Town of Mansfield  
YTD Expenditure Summary by Activity

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriations	Transfers and Supplementals	Encumbrances	Expenditures	In-Progress Transactions	Remaining Balance	% Used
45000 Contributions To Area Agency	303,340.00	.00	1,200.00	300,821.46	.00	1,318.54	99.57
<b>Total Community Services</b>	<b>1,675,370.00</b>	<b>18,250.00</b>	<b>7,916.74</b>	<b>1,660,109.73</b>	<b>.00</b>	<b>25,593.53</b>	<b>98.49</b>
<b>Community Development</b>							
30800 Building Inspection	170,470.00	2,310.00	.00	171,689.89	.00	1,090.11	99.37
30810 Housing Inspection	107,350.00	1,870.00	.00	105,792.21	.00	3,427.79	96.86
51100 PLANNING & DEVELOPMENT	228,680.00	5,030.00	.00	230,887.36	.00	2,822.64	98.79
52100 Planning/Zoning Inland/Wetlnd	8,100.00	.00	.00	10,733.68	.00	(2,633.68)	132.51
58000 Boards and Commissions	6,400.00	.00	.00	5,479.13	.00	920.87	85.61
<b>Total Community Development</b>	<b>521,000.00</b>	<b>9,210.00</b>	<b>.00</b>	<b>524,582.27</b>	<b>.00</b>	<b>5,627.73</b>	<b>98.94</b>
<b>Town-Wide Expenditures</b>							
71000 Employee Benefits	2,353,240.00	.00	15,922.00	2,397,663.19	.00	(60,345.19)	102.56
72000 INSURANCE (LAP)	126,970.00	.00	.00	140,199.10	.00	(13,229.10)	110.42
73000 Contingency	175,000.00	(110,690.00)	.00	.00	.00	64,310.00	.00
<b>Total Town-Wide Expenditures</b>	<b>2,655,210.00</b>	<b>(110,690.00)</b>	<b>15,922.00</b>	<b>2,537,862.29</b>	<b>.00</b>	<b>(9,264.29)</b>	<b>100.36</b>
<b>Other Financing</b>							
92000 Other Financing Uses	2,489,310.00	250,000.00	.00	2,824,986.00	.00	(85,676.00)	103.13
<b>Total Other Financing</b>	<b>2,489,310.00</b>	<b>250,000.00</b>	<b>.00</b>	<b>2,824,986.00</b>	<b>.00</b>	<b>(85,676.00)</b>	<b>103.13</b>
<b>Total 111 General Fund - Town</b>	<b>14,945,330.00</b>	<b>250,000.00</b>	<b>77,907.25</b>	<b>15,106,744.03</b>	<b>.00</b>	<b>10,678.72</b>	<b>99.93</b>
Accounts : 492 **** Grand Total *****	14,945,330.00	250,000.00	77,907.25	15,106,744.03	.00	10,678.72	99.93

==== Selection Legend =====

Account Type: E  
FY: 2013 to 2013  
From Fund: 111 to 111  
Account Sub Type: P  
Department SubClass:

Town of Mansfield  
YTD Expenditure Summary By Activity

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriations	Transfers and Supplementals	Encumbrances	Expenditures	In-Progress Transactions	Remaining Balance	% Used
<b>112 General Fund - Board</b>							
<b>Reg Instructional Prog</b>							
61101 Regular Instruction	8,057,480.00	(42,740.00)	.00	7,951,094.63	.00	63,645.37	99.21
61102 English	49,520.00	.00	4,079.03	45,638.15	.00	(197.18)	100.40
61104 World Languages	10,090.00	.00	2,131.00	5,443.24	.00	2,515.76	75.07
61105 Health & Safety	7,730.00	.00	1,844.00	4,037.20	.00	1,848.80	76.08
61106 Physical Education	12,690.00	.00	2,752.69	10,577.21	.00	(639.90)	105.04
61107 Art	14,060.00	.00	572.40	9,835.38	.00	3,652.22	74.02
61108 Mathematics	75,470.00	.00	9,344.29	33,104.09	.00	33,021.62	56.25
61109 Music	17,300.00	.00	18,333.80	12,078.03	.00	(13,111.83)	175.79
61110 Science	30,750.00	.00	3,652.32	23,206.90	.00	3,890.78	87.35
61111 Social Studies	20,680.00	.00	1,779.47	15,313.19	.00	3,587.34	82.65
61115 Information Technology	201,250.00	.00	40,024.62	169,703.61	.00	(8,478.23)	104.21
61122 Family & Consumer Science	9,080.00	.00	.00	8,090.57	.00	989.43	89.10
61123 Technology Education	10,830.00	.00	3,930.30	10,675.93	.00	(3,776.23)	134.87
<b>Total Reg Instructional Prog</b>	<b>8,516,930.00</b>	<b>(42,740.00)</b>	<b>88,443.92</b>	<b>8,298,798.13</b>	<b>.00</b>	<b>86,947.95</b>	<b>98.97</b>
<b>Special Educ. Programs</b>							
61201 Special Ed Instruction	1,348,040.00	(41,860.00)	475.70	1,284,041.22	.00	21,663.08	98.34
61202 Enrichment	412,820.00	.00	749.97	407,815.22	.00	4,254.81	98.97
61204 Preschool	319,460.00	(760.00)	683.69	334,181.07	.00	(16,164.76)	105.07
<b>Total Special Educ. Programs</b>	<b>2,080,320.00</b>	<b>(42,620.00)</b>	<b>1,909.36</b>	<b>2,026,037.51</b>	<b>.00</b>	<b>9,753.13</b>	<b>99.52</b>
<b>Culturally Disadv Pupil</b>							
61310 Remedial Reading/Math	341,040.00	(450.00)	222.23	341,626.47	.00	(1,258.70)	100.37
<b>Total Culturally Disadv Pupil</b>	<b>341,040.00</b>	<b>(450.00)</b>	<b>222.23</b>	<b>341,626.47</b>	<b>.00</b>	<b>(1,258.70)</b>	<b>100.37</b>
<b>Summer School-Free Only</b>							
61400 Summer School	54,500.00	.00	.00	39,033.42	.00	15,466.58	71.62
<b>Total Summer School-Free Only</b>	<b>54,500.00</b>	<b>.00</b>	<b>.00</b>	<b>39,033.42</b>	<b>.00</b>	<b>15,466.58</b>	<b>71.62</b>
<b>Tuition Payments</b>							
61600 Tuition Payments	.00	.00	87,913.00	45,796.58	.00	(133,709.58)	.00
<b>Total Tuition Payments</b>	<b>.00</b>	<b>.00</b>	<b>87,913.00</b>	<b>45,796.58</b>	<b>.00</b>	<b>(133,709.58)</b>	<b>.00</b>
<b>Central Serv Instr Supp</b>							
61900 Central Service-Instr Suppl.	159,760.00	.00	19,484.70	141,122.04	.00	(846.74)	100.53
<b>Total Central Serv Instr Supp</b>	<b>159,760.00</b>	<b>.00</b>	<b>19,484.70</b>	<b>141,122.04</b>	<b>.00</b>	<b>(846.74)</b>	<b>100.53</b>
<b>Support Serv-Students</b>							
62102 Guidance Services	146,000.00	.00	.00	138,456.85	.00	7,543.15	94.83
62103 Health Services	210,650.00	.00	974.75	199,781.73	.00	10,868.27	95.30
62104 Outside/Contracted Serv	230,500.00	.00	.00	219,215.62	.00	11,284.38	95.10

Town of Mansfield  
YTD Expenditure Summary by Activity

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriations	Transfers and Supplementals	Encumbrances	Expenditures	In-Progress Transactions	Remaining Balance	% Used
62105 Speech And Hearing Services	158,840.00	(11,600.00)	1,416.00	138,012.78	.00	7,811.22	94.69
62106 Pupil Services - Testing	6,570.00	.00	.00	.00	.00	6,570.00	.00
62108 Psychological Services	299,630.00	(60,990.00)	832.01	236,260.61	.00	1,547.38	99.35
<b>Total Support Serv-Students</b>	<b>1,052,190.00</b>	<b>(72,590.00)</b>	<b>3,222.76</b>	<b>931,727.59</b>	<b>.00</b>	<b>44,649.65</b>	<b>95.44</b>
<b>Improv-Instr Services</b>							
62201 Curriculum Development	141,100.00	(17,320.00)	50,463.00	118,470.50	.00	(45,153.50)	136.48
62202 Professional Development	36,990.00	.00	15,579.94	17,417.32	.00	3,992.74	89.21
<b>Total Improv-Instr Services</b>	<b>178,090.00</b>	<b>(17,320.00)</b>	<b>66,042.94</b>	<b>135,887.82</b>	<b>.00</b>	<b>(41,160.76)</b>	<b>125.60</b>
<b>Educ Media Services</b>							
62302 Media Services	71,200.00	.00	10,537.08	56,844.70	.00	3,818.22	94.64
62310 Library	299,740.00	(270.00)	5,652.44	290,897.67	.00	2,919.89	99.02
<b>Total Educ Media Services</b>	<b>370,940.00</b>	<b>(270.00)</b>	<b>16,189.52</b>	<b>347,742.37</b>	<b>.00</b>	<b>6,738.11</b>	<b>98.18</b>
<b>General Administration</b>							
62401 Board Of Education	385,860.00	204,200.00	12,317.00	395,323.02	.00	182,419.98	69.08
62402 Superintendent's Office	363,720.00	(11,940.00)	10,290.00	340,474.92	.00	1,015.08	99.71
62404 Special Education Admin	292,970.00	.00	6,919.47	274,212.98	.00	11,837.55	95.96
<b>Total General Administration</b>	<b>1,042,550.00</b>	<b>192,260.00</b>	<b>29,526.47</b>	<b>1,010,010.92</b>	<b>.00</b>	<b>195,272.61</b>	<b>84.19</b>
<b>School Based Admin</b>							
62520 Principals' Office Services	1,033,930.00	.00	11,475.25	1,021,320.42	.00	1,134.33	99.89
62521 Support Services - Central	16,490.00	.00	3,889.78	9,992.36	.00	2,607.86	84.19
62523 Field Studies	13,500.00	.00	1,289.94	11,768.46	.00	441.60	96.73
<b>Total School Based Admin</b>	<b>1,063,920.00</b>	<b>.00</b>	<b>16,654.97</b>	<b>1,043,081.24</b>	<b>.00</b>	<b>4,183.79</b>	<b>99.61</b>
<b>Fiscal Serv/Bus Support</b>							
62601 Business Management	255,270.00	6,740.00	.00	334,964.59	.00	(72,954.59)	127.84
<b>Total Fiscal Serv/Bus Support</b>	<b>255,270.00</b>	<b>6,740.00</b>	<b>.00</b>	<b>334,964.59</b>	<b>.00</b>	<b>(72,954.59)</b>	<b>127.84</b>
<b>Plant Oper &amp; Maint Serv</b>							
62710 Plant Operations - Building	1,488,790.00	(23,010.00)	14,762.99	1,477,001.30	.00	(25,984.29)	101.77
<b>Total Plant Oper &amp; Maint Serv</b>	<b>1,488,790.00</b>	<b>(23,010.00)</b>	<b>14,762.99</b>	<b>1,477,001.30</b>	<b>.00</b>	<b>(25,984.29)</b>	<b>101.77</b>
<b>Student Transp Service</b>							
62801 Regular Transportation	710,300.00	.00	941.00	769,834.49	.00	(60,475.49)	108.51
62802 Spec Ed Transportation	112,000.00	.00	.00	147,714.96	.00	(35,714.96)	131.89
<b>Total Student Transp Service</b>	<b>822,300.00</b>	<b>.00</b>	<b>941.00</b>	<b>917,549.45</b>	<b>.00</b>	<b>(96,190.45)</b>	<b>111.70</b>
<b>Enterprise Activities</b>							
63430 After School Program	40,330.00	.00	.00	42,521.68	.00	(2,191.68)	105.43
63440 Athletic Program	36,190.00	.00	600.00	29,187.67	.00	6,402.33	82.31

Town of Mansfield  
YTD Expenditure Summary by Activity

Fiscal Year: 2013 to 2013

Account Number and Description	Appropriations	Transfers and Supplementals	Encumbrances	Expenditures	In-Progress Transactions	Remaining Balance	% Used
Total Enterprise Activities	76,520.00	.00	600.00	71,709.35	.00	4,210.65	94.50
Employee Benefits							
68000 Employee Benefits	3,038,190.00	.00	1,079.96	3,029,702.07	.00	7,407.97	99.76
Total Employee Benefits	3,038,190.00	.00	1,079.96	3,029,702.07	.00	7,407.97	99.76
Transfer Out-Other Fund							
69000 Transfers Out To Other Funds	46,850.00	.00	.00	46,850.00	.00	.00	100.00
Total Transfer Out-Other Fund	46,850.00	.00	.00	46,850.00	.00	.00	100.00
Total 112 General Fund - Board	20,588,160.00	.00	346,993.82	20,238,640.85	.00	2,525.33	99.99
Accounts : 522 **** Grand Total ****	20,588,160.00	.00	346,993.82	20,238,640.85	.00	-2,525.33	99.99

\*\*\*\*\* Selection Legend \*\*\*\*\*

Account Type: E  
FY 2013 to 2013  
Fund: 112 to 112  
Account Sub Type: P  
Department SubClass:



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance  
**Date:** September 23, 2013  
**Re:** Proposed FY 2012/13 Yearend Transfers

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**Subject Matter/Background**

At its September 9, 2013 meeting, the Finance Committee reviewed the Yearend Budget Transfers & Appropriations request for 2012/13. The transfers align with the budget at yearend with actual expenditures. The additional appropriation of excess revenues will provide funding for two capital projects – the Four School Renovation project and the Four Corner Sewer/Water Improvements project. The fiscal year ended with a \$10,678 balance remaining unspent from the expenditure budget which reverts back to fund balance. The Finance Committee unanimously approved the transfers and appropriation as presented and recommends the same to the Town Council.

**Financial**

With the additional appropriation of excess revenues of \$250,000, the increase to fund balance at yearend is \$430,379. Fund balance will increase from \$2,371,657 to \$2,802,036.

**Recommendation**

The Finance Committee recommends acceptance of the budget transfers and appropriation. If the Town Council as a whole concurs with the Finance Committee's recommendation, the following motion would be in order:

*Resolved, effective September 23, 2013, to adopt the Yearend Budget Transfers and Appropriation for FY 2012/13, as presented by the Director of Finance in her correspondence dated September 9, 2013.*

**Attachments**

- 1) Yearend Budget Transfers & Appropriation – FY 2012/13

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INTEROFFICE MEMORANDUM

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TO: MANSFIELD TOWN COUNCIL  
FROM: CHERIE TRAHAN  
DATE: 09/09/13  
SUBJECT: YEAREND BUDGET TRANSFERS & APPROPRIATIONS 2012/2013

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Attached for your consideration is a request for an appropriation of excess revenues along with budget transfers for the 2012-2013 fiscal year. Due to revenues in excess of the original budget by \$453,174, the Town has the opportunity to not only increase fund balance, but to also provide funding for two capital projects. This request is to appropriate an additional \$250,000 of excess revenues to fund the Four School Renovation Project for \$100,000 and the Four Corner Sewer/Water Improvements for \$150,000.

With this additional appropriation, revenues would still exceed budget by \$203,174. Expenditures ended the fiscal year \$13,205 under budget. This combination along with the \$214,000 budgeted increase to fund balance, provides an increase to fund balance of \$430,379 or over 18%. Fund Balance will increase from \$2,371,657 to \$2,802,036, a fund balance reserve of 6.2%.

The additional appropriation along with requested budget transfers is reflected on the attached schedule. A brief description of the requested transfers over \$1,000 follows.

**Additional Appropriations**

- Municipal Management: \$6,418 - This is primarily due to additional hours for administrative staff, and the annual salary increase for the Town Manager that was included in the contingency account of the adopted budget. An increase was also needed for Professional and Technical Services for the renewal of the Comparative Performance Measurement program.
- Central Services \$7,362 - This increase is to fund furniture replacements as needed in the Town Hall.
- Police Services: \$ 44,190 - The Resident State Trooper program was more than estimated due to the Troopers that were assigned to us compared to those estimated. Additional overtime was also required during the fiscal year.
- Animal Control: \$1,742 - This increase is due to training for the new Assistant Animal Control Officer and an adjustment to the estimated salary for the new hire.
- Fire Prevention: \$1,903 - This is due to a payout of accrued time at retirement.
- Fire and Emergency Services Administration: \$9,015 - The over-expenditures are primarily for storm related costs.

- Fire and Emergency Services: \$93,860 – This is due to Salaries, Vehicle Repairs & Maintenance, Ambulance repairs, and Truck Parts. There were a number of vacant shifts for various reasons within the department that were filled with part-timers and over-time performed by full-time staff. In addition due to the age of department apparatus, emergency repairs were made to two pieces. New engines were installed in these pieces and one also received a new drivetrain.
- Emergency Management: \$2,787 – This is due to a payout of accrued time at retirement.
- Grounds Maintenance: \$3,593 – This reflects storm related overtime not reimbursed by the FEMA grant.
- Equipment Maintenance: \$3,101 – This is due to storm related overtime and equipment parts.
- Adult & Administrative Services: \$9,447 - This is primarily due to the adjustment for fee waivers and a retroactive step increase that was omitted from the original budget.
- Planning/Zoning Inland/Wetland: \$2,634 – This is due to unanticipated legal expenses related to the bus garage property on Fern Road, a boundary issue with Chaplin and transcription costs related to appeals of PZC decisions.
- Employee Benefits: \$60,345 – Social Security, MERS, and MERS for firefighters was more than anticipated.
- Insurance (LAP): \$13,229 – LAP reimbursable deductible was more than anticipated due to 2 Public Official liability cases, each having a \$5,000 deductible. Also, General Liability Insurance was more than anticipated due to additional premium costs for the cell towers, outbuildings, new Senior Center van, Lions Club and Southeast Park concession stand improvements.
- Other Financing Uses: \$335,676 – This provides an additional appropriation to the Capital Non-recurring Fund and Capital Projects Fund as follows: \$150,000 to the Four Corners Sewer/Water Improvements project; \$127,070 to the Four School Renovations Project; \$35,000 to remain in the Capital Non-recurring Fund to cover less than anticipated ambulance service fee revenues; and \$23,606 to Storrs Center Reserve (additional net tax revenues from Storrs Center).

.....

Due to the number of budget reductions, please find a brief description of reductions that were greater than \$10,000.

Major Reductions

- Registrars: \$15,093 – This savings is due to the Registrars working fewer hours than budgeted, partly due to an updated program for the annual canvass which saved time in completing the canvass.
- General Elections: \$15,239 – This savings is due to the need for fewer poll workers than anticipated. Printing and Binding, Office Supplies, and Phone Service expenditures were also less than anticipated.

- Facilities Management: \$56,556 – There were savings in numerous line items - Overtime, Water/Sewer, Building Maintenance Service, and Building Supplies, along with an offset from the FEMA grant.
- Public Works Administration: \$14,306 – More than anticipated overtime and temporary help was offset by the Town Aid Road deduction.
- Road Services: \$47,245 – This reflects a substantial portion of the FEMA grant received.
- Engineering: \$63,994 – This reflects grant funding for inspection services performed by the department on various DOT projects.
- Senior Services: \$10,818 – This reduction is due to the resignation of a part-time social worker at the Senior Center.
- Library Services Administration: \$18,068 – Staff duties were reassigned resulting in one-time cost savings. In addition, expenditures for materials were offset by donation from the Friends of the Library.

Town of Mansfield  
Yearend Budget Transfers  
FY 2012/13

**REVENUES**

<u>Account</u>	<u>Budget</u>	<u>Reduction</u>	<u>Add'l</u>	<u>Approp.</u>	<u>YTD Receipts</u>	<u>Balance</u>
40470 State Revenue Sharing	(214,000)		(139,000)	(353,000)	(353,656)	656
40102 Prior Year Levy	(175,000)		(69,000)	(244,000)	(244,313)	313
40103 Interest & Lien Fees	(135,000)		(38,000)	(173,000)	(173,112)	112
40104 Motor Vehicle Supplement	(165,000)		(4,000)	(169,000)	(213,385)	44,385
<b>Grand Total</b>	<b>(689,000)</b>		<b>(250,000)</b>	<b>(939,000)</b>	<b>(984,466)</b>	<b>45,466</b>

**EXPENDITURES**

<u>Department</u>	<u>Budget</u>	<u>Add'l</u>	<u>Reduction</u>	<u>Approp.</u>	<u>YTD Encum. Expenditures</u>	<u>Balance</u>
11100 Legislative	88,680		(9,294)	79,386	79,386	-
12100 Municipal Management	210,780	6,418		217,198	217,198	-
12200 Human Resources	137,350	293		137,643	137,643	-
13100 Town Attorney	42,500		(579)	41,921	41,921	-
13200 Probate	3,920		(2)	3,918	3,918	-
14200 Registrars	60,770		(15,093)	45,677	45,677	-
15100 Town Clerk	220,790		(5,099)	215,691	215,691	-
15200 General Elections	36,700		(15,239)	21,461	21,461	-
16100 Finance Administration	118,050		(869)	117,181	117,181	-
16200 Accounting & Disbursements	172,190		(4,827)	167,363	167,363	-
16300 Revenue Collections	158,640		(9,776)	148,864	148,864	-
16402 Property Assessment	217,250		(20)	217,230	217,230	-
16510 Central Copying	39,000		(630)	38,370	38,370	-
16511 Central Services	34,000	7,362		41,362	41,362	-
16600 Information Technology	10,820			10,820	10,820	-
30900 Facilities Management	942,120		(56,556)	885,564	885,564	-
<b>Total General Government</b>	<b>2,493,560</b>	<b>14,073</b>	<b>(117,984)</b>	<b>2,389,649</b>	<b>2,389,649</b>	<b>-</b>
21200 Police Services	1,074,060	44,190		1,118,250	1,118,250	-
21300 Animal Control	88,290	1,742		90,032	90,032	-
22101 Fire Prevention	140,860	1,903		142,763	142,763	-
22155 Fire & Emerg Services Admin	219,580	9,015		228,595	228,595	-
22160 Fire & Emergency Services	1,553,370	93,860		1,647,230	1,647,230	-
23100 Emergency Management	52,660	2,787		55,447	55,447	-
<b>Total Public Safety</b>	<b>3,128,820</b>	<b>153,497</b>	<b>-</b>	<b>3,282,317</b>	<b>3,282,317</b>	<b>-</b>
30100 Public Works Administration	84,940		(14,306)	70,634	70,634	-
30200 Supervision & Operations	121,380		(5,132)	116,248	116,248	-
30300 Road Services	657,320		(47,245)	610,075	610,075	-
30400 Grounds Maintenance	403,830	3,593		407,423	407,423	-
30600 Equipment Maintenance	601,380	3,101		604,481	604,481	-
30700 Engineering	196,440		(63,994)	132,446	132,446	-
<b>Total Public Works</b>	<b>2,065,290</b>	<b>6,694</b>	<b>(130,677)</b>	<b>1,941,307</b>	<b>1,941,307</b>	<b>-</b>
42100 Human Services Administratic	340,820	9,447		350,267	350,267	-
42204 Youth Employment - Middle S	2,000		(200)	1,800	1,800	-
42210 Youth Services	174,950		(4,635)	170,315	170,315	-
42300 Senior Services	209,380		(10,818)	198,562	198,562	-
43100 Library Services Admin	663,130		(18,068)	645,062	645,062	-
45000 Contributions To Area Agency	303,340		(1,319)	302,021	302,021	-

Town of Mansfield  
 Yearend Budget Transfers  
 FY 2012/13

Total Community Services	1,693,620	9,447	(35,040)	1,668,027	1,668,027	-
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**EXPENDITURES**

<u>Department</u>	<u>Budget</u>	<u>Add'l</u>	<u>Reduction</u>	<u>Approp.</u>	<u>YTD Encum. Expenditures</u>	<u>Balance</u>
30800 Building Inspection	172,780		(1,090)	171,690	171,690	-
30810 Housing Inspection	109,220		(3,428)	105,792	105,792	-
51100 Planning Administration	233,710		(2,823)	230,887	230,887	-
52100 Planning/Zoning Inland/Wetln	8,100	2,634		10,734	10,734	-
58000 Boards and Commissions	6,400		(921)	5,479	5,479	-
<b>Total Community Development</b>	<b>530,210</b>	<b>2,634</b>	<b>(8,262)</b>	<b>524,582</b>	<b>524,582</b>	<b>-</b>
71000 Employee Benefits	2,353,240	60,345		2,413,585	2,413,585	-
72000 Insurance	126,970	13,229		140,199	140,199	-
73000 Contingency	64,310		(53,632)	10,678		10,678
<b>Total Town Wide Expenditures</b>	<b>2,544,520</b>	<b>73,574</b>	<b>(53,632)</b>	<b>2,564,462</b>	<b>2,553,784</b>	<b>10,678</b>
92000 Other Financing Uses*	2,489,310	335,676		2,824,986	2,824,986	-
<b>Total Other Financing</b>	<b>2,489,310</b>	<b>335,676</b>	<b>-</b>	<b>2,824,986</b>	<b>2,824,986</b>	<b>-</b>
<b>Grand Total</b>	<b>14,945,330</b>	<b>595,595</b>	<b>(345,595)</b>	<b>15,195,330</b>	<b>15,184,652</b>	<b>10,678</b>

\* Additional Transfers Out:

	<u>Total</u>	<u>Redistribution</u>	<u>Add'l. Approp.</u>
Storrs Center Reserve	\$ 23,606	\$ 23,606	\$ -
Four School Renovation Project	127,070	27,070	100,000
Shortfall in Ambulance Service Fees	35,000	35,000	
Water/Sewer Legal Fees	150,000		150,000
	<u>335,676</u>	<u>85,676</u>	<u>250,000</u>



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance  
**Date:** September 23, 2013  
**Re:** Proposed FY 2012/13 Capital Projects Adjustments

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**Subject Matter/Background**

Attached please find correspondence from the Director of Finance recommending adjustments to the Capital Projects Fund. Throughout the fiscal year, we do periodically recommend such adjustments. This adjustment appropriates the additional funding from the yearend appropriation of excess revenues.

**Recommendation**

The Finance Committee reviewed and approved the proposed adjustments at their meeting on September 9, 2013. The following motion is in order:

*Move, effective September 23, 2013, to approve the adjustments to the Capital Projects fund as of June 30, 2013, as presented by the Director of Finance in her correspondence dated September 09, 2013.*

**Attachments**

- 1) C. Trahan re: Capital Projects Fund
- 2) Proposed Capital Fund Budget Changes

**TOWN OF MANSFIELD**  
**OFFICE OF THE DIRECTOR OF FINANCE**



CHERIE TRAHAN, Director of Finance

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3344  
fax: (860) 429-6863  
E-Mail: trahanca@mansfieldct.org

TO: Matthew W. Hart, Town Manager  
FROM: Cherie Trahan, Director of Finance  
DATE: September 9, 2013  
RE: Capital Projects Fund

Attached is an analysis of current and proposed Revenue and Expenditure Budgets for specific Capital Projects as of June 30, 2013. If adopted as presented, it will accomplish the following.

1. Officially close out completed projects:

83310 South Eagleville Walkway  
86278 Four School Renovation Project

2. Increase/(Decrease) funding for the following projects:

83310 South Eagleville Walkway	(\$400,000)
83530 Four Corners Sewer/Water Improvements	\$150,000
86278 Four School Renovation Project	\$127,069

3. Appropriate funding for the replacement Fire truck ET207 with insurance proceeds:

82832 Replacement ET207	\$603,077
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PROPOSED CAPITAL FUND BUDGET CHANGES  
June 30, 2013

JOB #	DESCRIPTION	FUNDING SOURCE	REVENUE BUDGET					EXPENDITURE BUDGET				BALANCE TO SPEND (OVERSPENT)	
			CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL REVENUES	OVER/ (UNDER) PROPOSED	CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL EXPEND.		
* 83310	South Eagleville Walkway	Bonds	400,000	(400,000)	-	-	-	400,000	(400,000)	-	-	-	-
82832	Fire Truck ET207 Replacment	CNR(Ins. Proceeds)	-	603,077	603,077	603,077	-	-	603,077	603,077	-	-	603,077
* 86278	Four School Renovation Project	Bonds	150,000	-	150,000	-	(150,000)						
		CNR	10,000	127,069	137,069	137,069	0						
			<u>160,000</u>	<u>127,069</u>	<u>287,069</u>	<u>137,069</u>	<u>(150,000)</u>	160,000	127,069	287,069	287,069		-
* 83530	Four Corners Sewer/Water Improv	Bonds	680,000	-	680,000	330,000	(350,000)						
		CNR	-	150,000	150,000	150,000	-						
			<u>680,000</u>	<u>150,000</u>	<u>830,000</u>	<u>480,000</u>	<u>(350,000)</u>	680,000	150,000	830,000	169,660		660,340
			<u>\$ 840,000</u>	<u>\$ 880,146</u>	<u>\$ 1,720,146</u>	<u>\$ 1,220,146</u>	<u>\$ (500,000)</u>	<u>\$ 840,000</u>	<u>\$ 880,146</u>	<u>\$ 1,720,146</u>	<u>\$ 456,729</u>		<u>\$ 1,263,417</u>

Change in Funding:

Bonds	(400,000)
CNR	277,069
CNR (Ins Proceeds)	<u>603,077</u>
	480,146

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant Town Manager  
**Date:** September 23, 2013  
**Re:** Amendment to Agreement with Pannone, Lopes, Deveraux & West, LLC

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**Subject Matter/Background**

On May 13, 2013, the Town Council authorized me to execute a professional services agreement with the law firm of Pannone, Lopes, Deveraux & West, LLC (PLDW) to assist with our water and wastewater project. The scope of that agreement included two primary tasks: 1) a report on governance issues; and 2) general consultation and representation for the early stages of the project. PLDW has completed its work on the governance report and we now need the firm's assistance with our negotiation of agreements with the Connecticut Water Company (CWC) and the University of Connecticut for both water and wastewater services. Consequently, I am proposing two new tasks as follows:

- New Task 3 - Town/CWC Agreement - The FIRM shall provide representation to the Town in matters regarding negotiation of an agreement for the receipt of water supply and related services from the Connecticut Water Company as directed by the Town Manager. The budget for performance of this task shall not exceed \$75,000 for all work performed on or after September 1, 2013.
- New Task 4 - Town/UConn Water and Sewer Agreements - The FIRM shall provide representation to the Town regarding negotiation of agreements for the receipt of (a) wastewater collection and treatment services and (b) water supply and related services from the University of Connecticut as directed by the Town Manager. The budget for performance of this task shall not exceed \$75,000.

**Financial Impact**

The conservative estimate for Tasks 3 and 4 totals \$150,000, which staff would plan to charge against the Four Corners capital project budget and the UConn Sewer Fund budget as appropriate. In staff's proposed budget transfers, which the Finance Committee has endorsed and the Town Council will review at Monday's meeting, we propose a transfer to the Four Corners capital project

budget to cover this expense and to remove the need to seek bond funding for this purpose.

**Legal Review**

The Town Attorney prepared the professional services agreement with PLDW. If approved, Tasks 3 and 4 would be added as Attachment B and would not change the structure of the existing agreement.

**Recommendation**

I recommend that the Town Council approve the addition of Tasks 3 and 4 to the agreement with PLDW to allow staff to continue to proceed with its negotiations with the CWC and UConn.

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

*Move, to authorize the Town Manager to add Tasks 3 and 4, as outlined in his agenda item summary dated September 23, 2013 and for a projected budget not to exceed \$150,000, as an amendment to the Professional Services Agreement between the Town of Mansfield and Pannone, Lopes, Deveraux & West LLC.*

**Attachments**

- 1) Professional Services Agreement with PLDW



COPY

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF MANSFIELD, CONNECTICUT  
AND  
PANNONE LOPES DEVEREAUX & WEST LLC**

This Agreement, effective on the 14<sup>th</sup> day of May, 2013, through the 30<sup>th</sup> day of June, 2015, by and between the TOWN OF MANSFIELD (hereinafter referred to as the "TOWN"), duly authorized pursuant to *Conn. Gen. Stat. § 7-148*, with an office at the Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268, and PANNONE LOPES DEVEREAUX & WEST LLC (hereafter referred to as the "FIRM"), with a principal place of business at 317 Iron Horse Way, Suite 301, Providence, Rhode Island 02908.

**WITNESSETH:**

WHEREAS, pursuant to *Conn. Gen. Stat. § 7-148*, and Town of Mansfield Charter Section C305C, the Town Council may procure such legal services as it may require; and

WHEREAS, the TOWN requires the professional services of legal counsel to assist in representing its interests with respect to the matters described below; and

WHEREAS, the TOWN has determined that outside counsel with particular expertise is warranted and has authorized the Town Manager to procure and direct the services of such counsel and to execute this Professional Services Agreement with the FIRM; and

In consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**SECTION 1: SCOPE OF SERVICES**

1.1. The services to be provided will be those requested by the TOWN relating to the TOWN'S Water Supply. The specific services to be provided for a particular project or matter may be further defined in correspondence between the Town Manager and the FIRM. The FIRM shall only undertake work pursuant to task orders that the Town Manager has approved and which contain approved budgets for their performance.

Strategically, the Town of Mansfield's objectives are to:

- Ensure access to additional water supply to support the Town of Mansfield's current operations and future development, in a planned, sustainable and environmentally responsible manner;
- Participate fully in shaping the current and future strategic direction of regional water supply development; and
- Collaborate with the University of Connecticut, state regulators and other interested parties to craft and execute a pragmatic plan to achieve these objectives.

The general subject matter of the services which the TOWN expects to request from the FIRM may include one or more of the following:

(a) Advising and assisting the Town, in light of regulatory, environmental, financial and operational considerations, in researching and evaluating the efficacy of various options to meet the strategic objectives set forth above, and in executing a comprehensive legal strategy to achieve the objectives;

(b) Drafting, reviewing and editing documents such as agreements, leases, reports, plans, comment letters, responses to public comments and submittals to environmental agencies;

(c) Representation at public hearings, informational meetings or in administrative proceedings, mediations, arbitration hearings and litigation pursuant to claims and allegations stemming from or related to the objectives and services described above;

(d) Review, analysis, investigation and research to carry out the above services; and

(e) Being available upon the reasonable request of the Town of Mansfield for consultation as necessary.

(f) If requested, assistance to the TOWN with a comprehensive review of the applicable statutes, TOWN policies and procedures and the contract forms used by the TOWN to determine whether there are changes to any of them that would facilitate and enhance the effective, efficient and economical delivery of projects;

1.2 In performing the services, the FIRM will perform the following activities as part of, or in support of the services:

(a) Research, investigate, review and analyze all information necessary to carry out all Services;

(b) Negotiate, prepare and revise all agreements and other documents necessary for the performance of the services;

(c) Be available upon the reasonable request of the TOWN to consult with the officers and employees of the TOWN, and with any other group or person designated by the TOWN;

(d) Hire and consult with experts, consultants, mediators and investigators as may be reasonably and necessarily required and as approved by the TOWN subject to the following requirements and limitations:

(1) Terms of subcontracts must be approved in writing and in advance by the TOWN. In requesting approval, FIRM must provide the basis for its recommendation that the subcontractor be retained and justification for the recommended subcontractor's proposed rates and reimbursements.

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement.

(3) The FIRM's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

(e) Provide all necessary paralegal and clerical support; and

(f) Prepare and keep current a synopsis of relevant research, processes and procedures developed during the course of FIRM's performance under this Agreement in a format that is easily accessible to the TOWN as directed by the Town Manager.

1.3 The initial tasks to be completed by the FIRM are set forth in Attachment A hereto. Any additional tasks requested to be performed by the FIRM shall first be approved by the TOWN council.

## **SECTION 2: AGREEMENT ADMINISTRATION**

2.1 The person in charge of administering this Agreement on behalf of the Town shall be the Town Manager, or his successor in function, whose address and telephone number are as follows:

NAME: MATTHEW W. HART  
TITLE: TOWN MANAGER  
AGENCY: TOWN OF MANSFIELD  
ADDRESS: Audrey P. Beck Municipal Building  
Four South Eagleville Road  
Storrs, CT 06268  
TELEPHONE: (860) 429-3336  
E-MAIL: [HartMW@MansfieldCT.org](mailto:HartMW@MansfieldCT.org)

2.2 The person in charge of administering this Agreement on behalf of the FIRM shall be Attorney Teno A. West, whose title, address, office telephone, cell phone, fax number and e-mail are as follows:

NAME TENO A. WEST  
TITLE ATTORNEY AND PARTNER  
FIRM PANNONE, LOPES, DEVEREAUX & WEST  
ADDRESS 317 Iron Horse Way, Suite 301  
Providence, Rhode Island 02908  
OFFICE TELEPHONE (914) 898-2497  
FAX NUMBER (401) 824-5123  
E-MAIL [twest@pldw.com](mailto:twest@pldw.com)

## **SECTION 3: COMPENSATION AND REIMBURSEMENT**

3.1 The TOWN agrees to compensate the FIRM for Services in accordance with the following rate schedule for the initial term of this Agreement.

<u>Position</u>	<u>Hourly Rate</u>
Partner	\$295
Senior Counsel	\$250
Associates	\$195

The above hourly rates shall be charged only for actual time spent rendering such Services; the FIRM shall not "round off" time. The time spent rendering Services shall be billed to the tenth part of an hour. The TOWN shall not be charged for any other time expended by the FIRM during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Town Manager. Billings are to be submitted on a monthly basis to Town Manager, Town of Mansfield, Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, and the name and position of the person(s) rendering the Service. Provided, however, if the TOWN and the FIRM have agreed to a fixed fee or other billing arrangement not based on hourly rates, the TOWN may waive the requirement for hourly detail. When requested, the monthly bill must also be accompanied by a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The Town Manager may, prior to authorizing payment under this Section, require the FIRM to submit such additional accounting and information as the Town Manager deems necessary or appropriate. The FIRM shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, and 9.3. Notwithstanding the foregoing, the FIRM is entitled to reasonable compensation for meetings with the Town Manager or other TOWN officials to determine an appropriate budget.

3.3 Prior to performing certain Services, the TOWN may request the FIRM to submit to the Town Manager for approval, a projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Service, the FIRM shall submit to the Town Manager for approval, a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the amount contained in the budget, the FIRM shall consult with the Town Manager for the purpose of: (1) revising the scope of services; (2) revising the maximum compensation amount; (3) some combination thereof; or, (4) other action permitted under this Agreement or any agreed-upon amendment. The Town Manager, in his sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The FIRM will not be compensated for the preparation, amendment, or modification of said projected plan and budget. Where the Services specified in the original projected plan and budget are not performed or fully completed to the satisfaction of the Town

Manager within six months of the projected completion date set forth in the original projected plan and budget, the compensation rates set forth in subsection 3.1 of this Agreement for the remaining Services shall all be reduced prospectively by ten percent of the original rate for each additional six months it takes the FIRM to complete the work to the satisfaction of the Town Manager, unless failure to complete the work within the specified time period was beyond the control of the FIRM as determined by the Town Manager. The Town Manager, in his sole discretion, shall determine when the work has been satisfactorily completed.

3.4 The TOWN agrees to reimburse the FIRM for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, long distance telephone calls, document printing, and transcript or deposition costs. The TOWN shall not reimburse the FIRM for any overhead related expenses, including, but not limited to, duplicating, secretarial, computerized research, facsimile, clerical staff, library staff, proofreading staff, meals and transportation costs or expenses unless they are approved in advance and in writing by the Town Manager. The FIRM shall be reimbursed for reasonable expenses for transportation, specifically excluding first class air fare, and reasonable lodging and meals associated with overnight travel as approved in advance and in writing by the Town Manager.

3.5 The FIRM shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the Town Manager. Charges for any other legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Prior to undertaking research that utilizes WESTLAW or LEXIS or any other similar legal research database or service, the prior written approval of the Town Manager is required if FIRM intends to seek reimbursement of any attendant costs from the TOWN. Any written material produced as a result of such research must be submitted to the Town Manager or his or her designee. The Town Manager shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The FIRM shall not be compensated for time spent in consultation with any attorney or other employee of the TOWN concerning the administration of this Agreement and/or issues relating to billing. Compensation for time spent by attorneys of the FIRM communicating with other attorneys or staff within the FIRM shall be limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The Town Manager shall make the final determination, in his sole discretion, as to the adequacy of such description.

3.7 Notwithstanding the provisions of Section 3.6, absent the prior written consent of the Town Manager, the FIRM shall not be compensated for the attendance or participation of more than one attorney representing the TOWN in connection with any Action. Where more than one attorney has attended or participated in any Action without the prior written consent of the Town Manager, the FIRM shall be compensated for the time of the most senior attorney in attendance.

3.8 The FIRM shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of

example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The Town Manager shall approve for payment all undisputed costs, as soon as the said documentation can properly be processed. All costs and expenses shall be billed and paid at actual cost without markup.

3.10 The FIRM shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 8.4, and made available and furnished upon request to the Town Manager until three (3) years after the termination of this Agreement.

3.11 The TOWN shall have the right, without the need of prior notice to the FIRM, to substitute the Town Attorney for the FIRM on any facet or aspect of the Services when the Town Manager, in his sole discretion, finds that such a substitution would best serve the interests of the TOWN.

3.12 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the FIRM in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the TOWN.

#### **SECTION 4: TERMINATION OF AGREEMENT BY THE TOWN**

4.1 The TOWN, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the Town Manager of termination, the FIRM shall immediately cease to perform the Services, subject to the approval of the Court in litigation matters. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall transmit the same to the Town Manager as soon as possible and, for ongoing matters, no later than the fifteenth day following the receipt of the above written notice of termination, and the sixtieth day for all other matters, together with a description of the cost of the Services performed to said date of termination.

#### **SECTION 5: TERMINATION OF AGREEMENT BY THE FIRM**

5.1 The FIRM, on thirty (30) days prior written notice to the Town Manager, may terminate this Agreement, subject to the approval of the Court in litigation matters.

5.2 If the FIRM terminates this Agreement for any reason other than a breach by the TOWN, the FIRM shall be liable to the TOWN for the fees and expenses incurred by the TOWN

in engaging replacement counsel on any pending matter for which FIRM is actively engaged in performing Services and bringing such firm up to speed. For purposes of this paragraph, FIRM will be considered "actively engaged" in all matters of pending litigation, arbitration and/or mediation.

5.3 On the effective date of termination, the FIRM shall immediately cease to perform the Services. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the Town Manager on or before the fifteenth day following the transmittal of the written notice of termination for ongoing matters, and the sixtieth day for all other matters, together with a description of the cost of the Services performed to said date of termination.

#### **SECTION 6: SETOFF**

In addition to all other remedies that the TOWN may have, the TOWN, in its sole discretion, may setoff (1) any costs or expenses that the TOWN incurs resulting from the FIRM's unexcused non-performance under the Agreement and under any other agreement or arrangement that the FIRM has with the TOWN and (2) any other amounts that are due or may become due from the TOWN to the FIRM, against amounts otherwise due or that may become due to the FIRM under the Agreement, or under any other agreement or arrangement that the FIRM has with the TOWN. The TOWN's right of setoff shall not be deemed to be the TOWN's exclusive remedy for the FIRM breach of the Agreement, all of which shall survive any setoffs by the TOWN.

#### **SECTION 7: TIME OF PERFORMANCE**

7.1 The FIRM shall perform the Services at such times and in such sequence as may be reasonably directed by the Town Manager.

7.2 This Agreement will run from its effective date for an initial term of three (3) years with an option to extend, by mutual consent, for up to two (2) additional one (1) year periods for a total of five (5) years. Said extension(s) will be effectuated by written amendments to this Agreement, executed by both parties and approved by the Town Manager.

## SECTION 8: REPRESENTATIONS AND WARRANTIES

The FIRM represents and warrants to the TOWN that:

8.1 The FIRM has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Services.

8.2 The FIRM will comply with all applicable State of Connecticut, federal and local laws in satisfying its obligations to the TOWN under and pursuant to this Agreement;

8.3 The execution, delivery and performance of this Agreement by the FIRM will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any Department; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

8.4 The FIRM shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The FIRM shall ensure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

8.5 The FIRM shall not represent any other client if such representation would result in a conflict of interest that would violate or potentially violate Rules 1.7-1.9 of the Rules of Professional Conduct, as they may be amended from time to time. The FIRM will perform a detailed conflict of interest check prior to performing any Services and, on or before the effective date of this Agreement, shall have reported the results to the Town Manager. When there is a disagreement between the parties to this Agreement as to whether or not the FIRM has or may in the foreseeable future have a conflict of interest as described above, the Town Attorney's determination shall be final and dispositive of the issue. Where the Town Attorney determines that the FIRM'S representation of any client constitutes a conflict of interest, as described above, the FIRM shall, within five days of the receipt of notice by the Town Manager to the FIRM, withdraw from the representation of the other client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or all relevant parties waive such conflict.

8.6 Unless the Town Manager designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the FIRM, or any subcontractor, in the scope of his work under this Agreement shall be deemed to be the exclusive property of the TOWN and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

8.7 The FIRM may not enter into or retain any business relationships or enterprise in which an employee of the TOWN holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the Town Manager.

8.8 The FIRM acknowledges that the TOWN has relied upon all of FIRM's representations in its Proposal in response to the TOWN'S Solicitation for Outside Legal Counsel concerning this matter.

## **SECTION 9: STATUS REPORTS AND RECORDS**

9.1 Upon written or oral request by the Town Manager, the FIRM will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The FIRM, upon the request of the Town Manager, shall give to the Town Manager, for the TOWN'S permanent records, all original documentation, or, in the sole discretion of the Town Manager, copies thereof, filed in, or arising out of, the FIRM's performance of the Services. The FIRM shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 8.4, for a period of three (3) years after the termination of this Agreement.

## **SECTION 10: INSURANCE**

10.1 The FIRM shall secure and maintain, at no cost or expense to the TOWN, a professional liability insurance policy in a form acceptable to the TOWN, in the minimum amount of Five Million Dollars. This policy shall insure the FIRM against Actions, damages, and costs resulting from negligent acts, errors, and omissions in the work performed by the FIRM on and after the effective date of, and under the terms of, this Agreement. The FIRM may, at its election, obtain a policy containing a maximum \$100,000 deductible clause, but if so, the FIRM shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than the effective date of this Agreement, the FIRM shall furnish to the TOWN on a form or forms acceptable to the Town Manager, a Certificate of Insurance, and amendment(s) thereto, fully executed by an insurance company or companies satisfactory to the TOWN, for the insurance policy or policies required in subsection 10.1, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

## **SECTION 11: INDEMNIFICATION**

11.1. The FIRM shall indemnify, defend and hold harmless the TOWN, and its successors and assigns, from and against all actions (pending or threatened and whether at law or in equity) in any forum, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, resulting from (1) misconduct or negligent or wrongful acts (whether of commission or omission) of the FIRM or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other

persons or entities under the supervision or control of the FIRM while rendering professional services to the TOWN under this Agreement, or (ii) any breach or non-performance by the FIRM of any representation, warranty, duty or obligation of the FIRM under this Agreement ((i) and (ii), each and collectively, the "Acts"). The FIRM shall use counsel acceptable to the TOWN in carrying out its obligations under this Section. The FIRM's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of this Agreement.

11.2 The FIRM shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against the FIRM arising out of the work performed under this Agreement, or as a defense in any claim, unless specifically authorized to do so in writing by the Town Manager.

## **SECTION 12: CHANGES TO THIS AGREEMENT**

12.1 The terms of this Agreement may be amended only by mutual consent of the parties, effectuated by an Amendment in writing and executed by the parties to this Agreement and approved by the Town Manager. For purposes of this Section 12, an exchange of emails is not sufficient.

12.2 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable due to lack of or insufficiency of consideration.

## **SECTION 13: REQUIRED PERSONNEL/OFFICE**

13.1 On or before the effective date of this Agreement, the FIRM shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense: (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and, (ii) such equipment as reasonably necessary or appropriate to fully perform the Services to the satisfaction of the TOWN

13.2 The personnel shall not be employees of or have any contractual relationship with the TOWN.

13.3 All the Services shall be performed by the FIRM or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State or local law to perform the applicable Services.

**SECTION 14:           CONFIDENTIALITY**

All of the reports, information, data, and other papers and materials in whatever form prepared or assembled by the FIRM under this Agreement are confidential and may be privileged. The FIRM shall not make them available to any individual or organization without the prior written approval of the Town Manager. The Town Manager shall process any request for reports, information, data, and other papers and materials prepared by the firm in accordance with the provisions of the Connecticut Freedom of Information Act.

**SECTION 15:           MISCELLANEOUS**

15.1 This Agreement, its terms and conditions and Claims arising therefrom shall be governed by Connecticut law, without regard to choice of law provisions.

15.2 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

15.3 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

15.4 This Agreement incorporates by reference "The Statement of Qualifications to Provide Legal Services Relating to the Town's Water Supply System" presented to the TOWN by the FIRM, dated February 22, 2013. As set forth in said Statement of Qualifications, Teno A. West shall act as lead attorney representing the TOWN, and shall be supported by Bruce H. Tobey and others as may be required. Throughout the FIRM's engagement, the FIRM will dedicate a minimum of one attorney licensed to practice law in the State of Connecticut.

15.5 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

15.6 The waiver of a term or condition by the Town Manager shall not: (i) entitle the FIRM to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the TOWN, not already in the Agreement, as amended, modified or superseded; or (iii) subject the TOWN to any Claims.

15.7 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

15.8 Nothing in this Agreement shall be construed as a waiver or limitation of immunity of political subdivisions of the State of Connecticut by the TOWN.

15.9 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by Federal Express, UPS or similar overnight express service, in either case addressed to the parties below:  
If to FIRM:

NAME: TENO A. WEST, ESQUIRE  
FIRM: PANNONE LOPES DEVEREAUX & WEST LLC  
ADDRESS: 317 Iron Horse Way, Suite 301  
Providence, RI 02908  
TELEPHONE: (401) 824-5100  
E-MAIL: twest@pldw.com

If to the TOWN, the Town Manager, as set forth in subsection 2.1, or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

15.10 Where this agreement provides that a decision, determination or act shall be at the direction of, to the satisfaction of, or by the Town Manager, or contains similar language, such decision, determination, act or discretion, as with all other acts and conduct of both parties in connection with this Agreement, shall be exercised reasonably and in good faith.

15.11 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

15.12 Time is of the essence in this Agreement.

15.13 If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the FIRM or the TOWN, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

15.14 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

15.15 When this Agreement provides for written approval by the Town Manager, unless otherwise specified, an exchange of emails will satisfy this requirement. Actions required to be taken by the Town Manager may be taken by a designee of the Town Manager.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement as of the day and year first above written.

FIRM: PANNONE LOPES DEVEREAUX & WEST LLC

6/13/13  
DATE

By:   
TENNO A. WEST, PARTNER  
Duly Authorized

TOWN OF MANSFIELD

06/24/2013  
DATE

By:   
MATTHEW W. HART  
TOWN MANAGER

## ATTACHMENT A

(a) The FIRM shall prepare a report exploring the variety of governance models for the management of water utility operations and explore them with such TOWN officials and employees as directed by the Town Manager. The budget for performance of this task shall not exceed \$25,000. The FIRM shall submit to the Town Manager a draft of the report required under this section not later than FORTY FIVE (45) days following the execution of this agreement. The issuance of a final report shall be dependent upon the prior review and comment of the TOWN.

(b) The FIRM shall be available for general consultation and represent the TOWN at meetings with the University of Connecticut ("UConn") and other agencies and entities regarding the TOWN's Water Supply, as directed by the Town Manager. The budget for performance of this task shall not exceed \$25,000.

# HOUSING AUTHORITY OF THE TOWN OF MANSFIELD

## REGULAR MEETING MINUTES

Housing Authority Office

August 15, 2013

8:30 a.m.

Attendance: Mr. Long, Chairperson; Mr. Simonsen, Vice Chairperson; Mr. Eddy, Secretary and Treasurer; Ms. Hall, Assistant Treasurer; Ms. Ward, Commissioner; and Ms. Fields, Executive Director.

The meeting was called to order at 8:45 a.m. by the Chairperson.

### MINUTES

A motion was made by Ms. Hall and seconded by Mr. Eddy to accept the minutes of the July 25, 2013 Regular Meeting and the July 30, 2013 Emergency Meeting. Motion approved unanimously.

### COMMENTS FROM THE PUBLIC

None

### COMMUNICATIONS

None

### REPORTS OF THE DIRECTOR

#### Bills

A motion was made by Mr. Simonsen and seconded by Ms. Ward to approve the July bills. Motion approved unanimously.

#### Financial Reports –A (General)

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to approve the June Financial Reports. Motion approved unanimously.

#### Financial Report-B (Section 8 Statistical Report)

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to approve the July Section 8 Statistical Report. Motion approved unanimously.

### REPORT FROM TENANT REPRESENTATIVE

#### Human Services Advisory Committee

No Report

#### General Reports

None

## **COMMITTEE REPORTS**

### **Quality of Life Committee**

A recommendation was made by the Committee to purchase and install two sun tunnels in a north facing unit at Wrights Village. After installation, the Committee will take a field trip to assess the natural light to determine future installations.

A motion was made by Mr. Simonsen and seconded by Ms. Hall to accept the recommendation. Motion approved unanimously

A recommendation was made by the Committee to hire Milrick Lawn Service, LLC for the Wrights Village landscaping project. Ms. Fields will contact Milrick and set up a meeting to begin the first phase which will be clean up.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to approve Milrick Lawn Service, LLC as the selected contractor and an initial funding \$10,000; and for Ms. Fields to proceed in consultation with the Committee. Motion approved unanimously.

### **Budget Committee**

Three recommendations were made by the Budget Committee to approve: (1) a rent increase at Holinko Estates in the amount of \$5.00 per month per unit and at Wright's Village in the amount of \$10.00 per month per unit; (2) the budgets as approved for recommendation by the Budget Committee meeting on August 12, 2013; and (3) to use the 2014 allocations percentages for personnel and insurance effective as soon as possible in 2013.

A motion was made by Mr. Simonsen and seconded by Ms. Ward to approve the recommendation by the Budget Committee for the specified rent increases. Motion approved with one abstention.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to approve the recommendation by the Budget Committee to accept the budgets. Motion approved unanimously.

A motion was made by Mr. Simonsen and seconded by Ms. Ward to apply the 2014 allocations as specified. Motion approved unanimously.

## **UNFINISHED BUSINESS**

### **Holinko Estate Solar Panels/Exterior Lighting Upgrades**

Ms Fields will attend a webinar later today presented by Sustainable City Networks on site lighting retrofits. Ms. Fields will contact Sunlight Solar to move forward with the solar panel project. She will discuss what is necessary to make sure this project is part of the ZREC lottery this fall.

## **NEW BUSINESS**

### **Section 8 Administrative Plan Changes - Preferences**

Ms Fields suggested that the preference in the Section 8 Administrative Plan be deleted for those families that are "Victim of Reprisals." Because there is a requirement that the family is part of a witness protection program or the HUD office or law enforcement agency must have informed the PHA that the family is part of a similar program, it requires the request to come from an agency and not a family. If the

Housing Authority was asked to house a family who is a victim of reprisal, the family would probably be housed outside the waiting list process. This preference is not required or suggested by HUD.

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to delete the "Victim of Reprisals" preference in the Section 8 Administration Plan. Motion approved unanimously.

**Executive Session**

Ms Fields asked the Chairman to request a vote to go into Executive Session in order to provide legal updates which contain privileged information. The Chairman requested a motion be made.

A motion was made by Mr. Eddy and seconded by Ms. Hall to invite Ms. Fields and to go into Executive Session at 10:30 a.m. Motion approved unanimously.

The Board came out of Executive Session at 10:45 a.m.

**MEETING DATE REVIEW**

No changes to September Regular Meeting

**OTHER BUSINESS**

None

**ADJOURNMENT**

The Chairperson declared the meeting adjourned at 10:46 a.m. without objection.

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Dexter Eddy, Secretary

Approved:

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Richard Long, Chairperson

**Ad hoc Committee on Responsible Contracting  
Friday, April 26, 2013  
Council Chambers, Beck Municipal Building**

**Minutes**

Members Present: Toni Moran (Deputy Mayor), Elizabeth Paterson (Mayor),  
Christopher Paulhus

Other Council Members Present: David Freudmann

Staff Present: Maria Capriola, Assistant Town Manager

The meeting was called to order at 9:10 am.

**1. MINUTES**

The minutes of March 25, 2013 were moved by Paulhus, seconded by Moran and approved unanimously as amended (correction to spelling of Viales in Public Comment).

**2. SPECIAL GUEST SPEAKERS**

Jim Duffy, Labor Management Foundation for Fair Contracting of Connecticut. Mr. Duffy advocated for the pre-qualification process, training and apprenticeship programs, and hiring locally.

Glenn Marshall, New England Council of Carpenters. Mr. Marshall advocated for a RCO. Mr. Marshall stated reasons why RCOs are needed, recommended components to a RCO, and reviewed cases in which RCOs were challenged in legal proceedings.

Kimberly Glassman, Foundation for Fair Contracting of Connecticut & Jeremy Zeedyk, Sheet Metal Workers Local 40. Ms. Glassman advocated for a RCO and provided sample RCOs. Ms. Glassman spoke to apprenticeship programs, hiring locally, giving preference to local contractors, RCO enforcement. Mr. Zeedyk spoke to his personal positive experience with an apprenticeship program.

**3. OTHER DISCUSSION**

No action taken.

**4. FUTURE AGENDAS**

Staff from Windham Tech and Three Rivers and local contractors will be invited to speak at future meetings.

## 5. PUBLIC COMMENT

Greg Zlotnick, Wormwood Hill Road. Mr. Zlotnick pointed out local contractors that hire locally.

Faith Gavin Kuhn, Executive Director of Utility Contractors Association of Connecticut. Ms. Gavin Kuhn spoke to the report issued by the Department of Administrative Services in response to PA 11-229.

Dave Jarvis, Plainville, New England Council of Carpenters. Mr. Jarvis spoke to his personal experience as an Ellis Tech graduate, the Killingly RCO, and the Killingly high school project. He cited himself as an example of a local person that benefited from the Killingly RCO by working on the high school project.

Ric Hossack, Middle Turnpike Road. Mr. Hossack stated his opposition to a RCO and would like to see RCO discussions end.

Rob Peppin, Storrs Road. Mr. Peppin stated his opposition to a RCO. He expressed a concern that state certified training (apprenticeship) program language will eliminate local contractors from the public project process.

Ron Beebe, Davis Road. Mr. Beebe sought clarification as to why the Killingly RCO has been referenced.

Brian Anderson, Mansfield. Mr. Anderson advocated for a RCO. Mr. Anderson provided statistical data on Mansfield families that could benefit from a RCO. Mr. Anderson expressed his opinion that a RCO will help maintain local, quality workers for quality construction.

The meeting adjourned at 11:08 am.

Respectfully submitted,  
Maria E. Capriola, Assistant Town Manager  
Town of Mansfield

**MANSFIELD DOWNTOWN PARTNERSHIP  
MEMBERSHIP DEVELOPMENT COMMITTEE MEETING  
Mansfield Town Hall, Conference Room C  
May 28, 2013  
8:00 AM**

**MINUTES**

Present: Frank McNabb (Chair), Alexinia Baldwin, Carl D'Oleo Lundgren, George Jones, June Krisch, Betty Wexler

Staff: Cynthia van Zelm

**1. Call to Order**

Frank McNabb called the meeting to order at 8:03 am.

**2. Approval of Minutes from March 26, 2013**

Betty Wexler made a motion to approve the Minutes of March 26, 2013. George Jones seconded the motion. The motion was approved.

**3. Update on Storrs Center**

Cynthia van Zelm updated the Committee on the status of Storrs Center including the remaining schedule for road work, the status of design of the town square, a brainstorming session by the Partnership Executive Committee last week on the tenanting of Wilbur Cross Way, and the focus groups for for-sale housing to be held in early June. She said the public hearing on an application from Storrs Center Alliance to add a hotel use to the Storrs Center Special Design District will be held by the Planning and Zoning Commission on June 17.

**4. Update on Membership Renewals**

Mr. McNabb said that 260 memberships had been renewed thus far with approximately \$15,540 received. The budget for memberships has been met.

Committee members reviewed the non-renewal list again and members agreed to make some follow-up calls.

**5. Volunteer Calendar and Other Membership Outreach**

Ms. van Zelm passed out the volunteer calendar for sign-ups.

Ms. Wexler will bring membership brochures to the Benton Museum of Art. Ms. van Zelm will follow-up with the Mansfield Senior Center to see if brochures or other material can be placed at the Senior Center.

**6. Distribution of Membership Brochures**

Ms. Wexler and June Kirsch took brochures to be distributed at the Mansfield Public Library, Benton Museum of Art, and the Community Center.

**7. Adjourn**

The meeting adjourned at 8:45 am.

*Minutes taken by Cynthia van Zelm.*

MANSFIELD DOWNTOWN PARTNERSHIP  
ADVERTISING AND PROMOTION COMMITTEE

Meeting

Festival on the Green Subcommittee

Tuesday, September 9, 2013

5:00 pm

Minutes

**Present:** Tom Birkenholz, Kim Bova, Millie Brosseau, Janine Callahan, Julia Callahan, Kathy Hawkins, Curt Hirsch, Betsy Paterson, Barry Schreier, Ilze Taylor  
**Staff:** Cynthia van Zelm, Kathleen Paterson, Sarah Delia

**1. Call to order**

Betsy Paterson called the meeting to order at 5:01 pm.

**2. Public comment**

There was no public comment.

**3. Approve minutes of September 3, 2013**

Tom Birkenholz made a motion to approve the minutes of September 3, 2013.

Kathy Hawkins seconded the motion.

The Minutes were approved unanimously.

**4. Update on committee tasks**

Activities: Kathleen Paterson reported that there are 87 activity booths, more than any other *Festival*.

Advertising: Ms. K. Paterson said the press release will go out tomorrow. A number of advertisements have been printed already, including the front of The Shopper and The Album (both part of the Chronicle) and the American Profile. Ads also appeared in the Daily Campus and there will be black and white ads in the Reminder.

Ms. K. Paterson checked with the committee about the distribution of flyers that were handed out two weeks ago. There are just a few left to distribute.

Art: The artists are all set. This is a good show with interesting pieces. The art pieces will be coming into the office starting tomorrow. The jury will make their selection this Friday or next week.

Food: Ms. K. Paterson confirmed the 6 restaurants participating as food vendors, Baja Café, Dog Lane Café, Domino's, EO Smith Safe Grad, Sara's Pockets and Gramma's Comfort Food.

Low-waste Event: Ginny Walton is working with the restaurants on the plates/containers they will need for the *Festival*.

Music: Rod Rock had a conflict and was not able to attend this evening. Mr. Rock and Ms. K. Paterson are planning to meet with Local Stage Productions on Thursday or Friday this week to go over the logistics of the venue. Bruce John is all set for the *Festival*.

Parade: Mr. Birkenholz reported that there are over 600 people currently planning to march in the parade. He is still following up with a few groups.

Mr. Birkenholz wanted to confirm that the gates and restrooms at Farrell Fields will be unlocked. Cynthia van Zelm confirmed that she has made arrangements to get the key for the gates and restrooms.

**Ms. B Paterson will contact George Thompson and confirm that he will be there at 11:00am.**

Ms. K. Paterson informed the committee that no UConn athletes will be able to march in the parade this year or sign autographs at the *Festival* due to requirements by the NCAA.

Ms. B. Paterson re-iterated that politicians will not commit to appearances until two weeks before the event. **Ms. K. Paterson will contact the Republican Party and Ms. B. Paterson will call the offices of the state politicians.**

**Ms. K. Paterson will look into a Blue Wave sign for the Grand Marshal and possibly the UConn President, Susan Herbst, if she marches in the parade. Ms. B. Paterson will contact Mike Kirk to confirm if Ms. Herbst will be marching.**

Barry Schreier asked for an updated parking map so he can inform parade participants where they should park. **Ms. K. Paterson will email him a parking map.**

Mr. Birkenholz noted that they currently have eight parade wranglers. **They would like a few more if anyone has suggestions for volunteers.**

Set-up: Ms. K. Paterson distributed the Activity Booth List and site plan. She explained the labeled areas and the key to the map.

Barricades will be set up on Saturday evening at the EO Smith Parking lot to prevent people from parking there early Sunday morning.

Sponsors: Ms. van Zelm reported that there was one new sponsor, the Nathan Hale Inn; they will have a booth. There are 20 sponsored booths in all.

Volunteers: Ms. K. Paterson is still waiting for responses from her communications to volunteer groups; they are slow in coming. She has heard from one sorority, she will keep working on volunteers.

## **5. Master Event List**

Ms. K. Paterson said the Master Event List is similar to the Activity Booth List with a little more information about roaming artists. She also mentioned there are a few booths that will need electricity, including the food vendors, the CSA pottery booth, the spin art and the photo booth. The members reviewed the list.

## **6. Review Supplies Needed List**

Ms. K. Paterson reported that the Supplies Needed List is mostly complete. She asked members to bring in their supplies this week and at the next committee meeting on Monday, September 16. She also reminded members to put their names on their belongings so they can be returned. Ms. K. Paterson stated that the Committee is not giving out canopies to regular activity booths, due to a limited supply.

## **7. Updates on Celebrate Mansfield Weekend**

Planning is going well for Celebrate Mansfield Weekend. The Grand Opening Ceremony on Friday is all set. They are still working on the music schedule for the afternoon. At 10:30am the *Funky Dawgze* will perform as people gather for the ceremony. Immediately following there will be a Ribbon Cutting for The Oaks and tours of The Oaks. The music is scheduled to continue until 6pm or 7pm. Takedown of the stage and sound equipment will take an hour. Kim Bova will be taking pictures during the afternoon.

Ms. van Zelm will confirm that the Greek Church knows about the Dog Lane road closure. The Community Center is sponsoring Family Fun Night and StoDoArts is sponsoring the movie, *Grease*, at UConn's von der Mehden Hall on Friday evening.

Ms. K. Paterson passed out the Celebrate Mansfield Weekend flyers and asked members to distribute them to designated locations. The Committee gave her kudos on the flyer. She also mentioned that next week there will be sandwich boards to distribute.

## **7. Adjourn**

The meeting adjourned at 5:56 pm.

*Minutes prepared by Sarah Delia*

**Personnel Committee  
Thursday, August 22, 2013  
Conference Room B, Beck Municipal Building**

**Minutes**

Members Present: Toni Moran (Deputy Mayor), Paul Shapiro

The meeting was called to order at 6:02pm.

**1. MINUTES**

The minutes of July 15, 2013 were moved by Shapiro and seconded by Moran. The minutes were approved unanimously as presented.

**2. EXECUTIVE SESSION – Town Manager Performance Review**

Shapiro made the motion, seconded by Moran to go into executive session for the purposes of discussing personnel in accordance with C.G.S §1-200(6)(a) to discuss the Town Manager's performance review. Moran seconded the motion. Motion passed unanimously. The Committee entered into executive session at 6:03pm and left executive session at 6:39pm.

Shapiro made the motion to adjourn the meeting, seconded by Moran. The motion passed unanimously and the meeting adjourned at 6:39pm.

Respectfully submitted,

Maria E. Capriola,

Assistant Town Manager, Town of Mansfield *on behalf of Paul Shapiro*

**Mansfield Board of Education Meeting**

**June 13, 2013**

**Minutes**

**Attendees:** Mark LaPlaca, Chair, Randy Walikonis, Vice Chair, Susannah Everett, April Holinko, Katherine Paulhus, Jay Rueckl, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

**Absent:** Martha Kelly, Carrie Silver-Bernstein

The meeting was called to order at 7:30pm by Mr. LaPlaca

**SPECIAL PRESENTATIONS:**

- Board Member Presentation: Shamim Patwa was honored for thirteen years' service on the Board of Education.
- Bus Driver Presentation: Sue Rizdon was honored for 24 years' service as a Mansfield Public Schools bus driver.
- CAFE Award: Heather Abdullah and Sam Huang, eight graders at the middle school, were honored by Mr. LaPlaca with the CAFE Student Leadership Award.
- Southeast School Presentation: Sue Irvine, Enrichment teacher, presented three students who shared their talent they performed in the Southeast School Talent Show. The students were Tim Newmyer, Athavan Balakumar, and Yuria Yamamoto.

**HEARING FOR VISITORS:** None

**COMMUNICATIONS:** None

**ADDITIONS TO THE PRESENT AGENDA:** None

Carrie Silver-Bernstein arrived at 8:15pm

**BROADCASTING BOARD MEETINGS:** Mr. Baruzzi presented options for broadcasting meetings held in the Council Chamber, which the Board reviewed and discussed. MOTION by Mrs. Paulhus, seconded by Mr. Rueckl to audiotape meetings in Council Chamber beginning September 2013, and if possible meetings elsewhere, with link to taping to be posted on website and Parent Handbook to be revised to reflect taping at meetings. Vote: Unanimous in favor.

**COMMITTEE REPORTS:** Teacher of Year Committee: Ms. Silver-Bernstein reported that Mike DiCicco, fifth grade teacher at the middle school, has been appointed Mansfield's 2014 Teacher of the Year.

**REPORT OF THE SUPERINTENDENT:**

- Mansfield Public Schools Professional Learning and Evaluation Plan  
<http://www.mansfieldct.gov/content/11150/13915/11152/13583/default.aspx>  
Dr. Linda Robinson reviewed the components of Mansfield's plan which has been approved by the State Department of Education. MOTION by Mrs. Holinko, seconded by Ms. Silver-Bernstein, to adopt the Mansfield Public Schools Professional Learning and Evaluation Plan. VOTE: Unanimous in favor.
- 2013-2014 Food Service Price: Mr. Baruzzi reviewed the Mansfield Food Service program and its success this year resulting in the recommendation to not increase meal prices for the 2013-2014 school year. MOTION by Mrs. Paulhus, seconded by Ms. Everett to accept the Superintendent's recommendation of no price increase for the 2013-2014 school year. VOTE: Unanimous in favor.
- Healthy Food Certification: MOTION by Mr. Walikonis, seconded Mrs. Paulhus to adopt the Connecticut Nutrition Standards Healthy Food Certification Statement for the 2013-2014 school year. VOTE: Unanimous in favor. MOTION by Mr. Walikonis, seconded by Mrs. Paulhus to adopt the Connecticut Nutrition Standards Exclusion for the 2013-2014 school year. VOTE: Unanimous in favor.
- Quarterly Financials: Cherie Trahan, Director of Finance reported there were no significant issues in third quarter financial statements. MOTION by Mr. Walikonis, seconded by Mr. Rueckl to accept the Quarterly Financial Statements for the Quarter ending March 31, 2013. VOTE: Unanimous in favor.

- 2013-2014 Budget: Mr. Baruzzi reviewed his recommendation for the reinstatement of \$200,000 to the Board's 2013-2014 budget as approved at the Mansfield Town Meeting. MOTION by Mrs. Paulhus, seconded by Mr. Walikonis to approve the Superintendent's recommendations with line item adjustments for employee benefits. VOTE: Unanimous in favor.
- Paraprofessional of the Year: Dr. Leclerc announced that Mansfield's Paraprofessional of the Year is Lodamia Clark, Instructional Assistant at Vinton School.
- Teacher Evaluation Report: Mr. Baruzzi presented the annual teacher evaluation report.
- Board of Education Retreat: The Retreat is June 20, 2013 at 5:30pm at the Bishop Center.
- Mansfield Public Schools Common Core State Standards District Plan 2013-2014: Mr. Baruzzi presented the plan which was distributed to staff on Thursday.
- German Exchange Breakfast, Monday, September 30, 2013: Mr. Baruzzi reported that the German Exchange will not occur during a Board of Education meeting. In lieu of the students attending a Board meeting, a breakfast for the Board to honor the visitors will be held on September 30, 2013 in the middle school cafeteria.
- Mansfield Public Schools 2013 Summer Programs: Mr. Baruzzi reviewed the various summer programs the district will hold this summer.
- Class Size/Enrollment: The principals noted no major changes in class size or enrollment in the past month.

NEW BUSINESS: MOTION by Mrs. Paulhus, seconded by Mr. Walikonis to remove the minutes from the Consent Agenda. VOTE: Unanimous in favor.

MOTION by Mr. Walikonis, seconded by Mrs. Holinko to approve the minutes of the Board of Education May 9, 2013 meeting. VOTE: Unanimous in favor with Mrs. Paulhus and Mr. Rueckl abstaining.

CONSENT AGENDA: MOTION by Mrs. Paulhus, seconded by Ms. Everett, to approve the following items for the Board of Education May 9, 2013 meeting. VOTE: Unanimous in favor.

That the Mansfield Public Schools accept the retirement of Lynda Barrow, Enrichment teacher at Vinton School effective the end of the 2012-2013 school year.

That the Mansfield Public Schools accept the resignation of Kelly Brouse, Enrichment teacher at Mansfield Middle School effective the end of the 2012-2013 school year.

HEARING FOR VISITORS: None

SUGGESTIONS FOR FUTURE AGENDA: None

MOTION by Mr. Walikonis, seconded by Ms. Silver-Bernstein to move into Executive Session to discuss Superintendent's evaluation, non-union wages and salaries, and grievance settlement at 10:10pm. VOTE: Unanimous in favor.

Mr. Baruzzi joined the Board in executive session until 11pm.

The Board returned to open session at 11:19 pm.

MOTION by Ms. Paulhus, seconded by Ms. Holinko to vote individually on wages and salaries of each non-union Board employee, rather than as a group. VOTE: Ms. Paulhus and Ms. Holinko in favor. Ms. Silver-Bernstein, Mr. Rueckl, Mr. Walikonis, and Ms. Everett opposed. The motion failed.

MOTION by Mr. Walikonis, on behalf of the Personnel Committee to increase the salaries of the Asst. Director of Facilities, Food Service co-directors, Administrative Assistant to the Superintendent, the Personnel Assistant and the IT Director by 1.7% and to change the percentage of insurance premiums paid by the Asst. Director of Facilities and the Food Service co-directors to 15%, the Administrative Assistant to the Superintendent and the Personnel Assistant to 16.5% and the IT Director to 18%. VOTE: Ms. Silver-Bernstein, Mr. Rueckl, Mr. Walikonis, Mrs. Holinko, Ms. Everett and Mr. LaPlaca in favor. Mrs. Paulhus opposed. The motion passed.

MOTION by Mr. Walikonis, on behalf of the Personnel Committee to extend the Superintendent's contract by an additional year, to give a 0% increase the Superintendent's base salary, to increase the percentage of insurance premium paid by the Superintendent to 18% and to add to the Superintendent's contract a Board

contribution to an annuity in the same amount currently established in the Administrator's contract. VOTE: Unanimous in favor.

MOTION by Ms. Everett, seconded by Mr. Walikonis to adjourn at 11:25pm. VOTE: Unanimous in favor.

Respectfully submitted,  
Celeste Griffin, Board Clerk

**Mansfield Board of Education Retreat  
June 20, 2013 Minutes**

**Attendees:** Mark LaPlaca, Chair, Randy Walikonis, Vice-Chair, Susannah Everett, April Holinko, Katherine Paulhus, Jay Rueckl, Carrie Silver-Bernstein, Superintendent Fred Baruzzi

**Absent:** Martha Kelly

Mr. LaPlaca called the retreat to order at 6:30

The Board discussed 2012-2013 goals, the Four Schools Building Project and budgetary concerns with the Superintendent and the building administrators.

The administrative team left at 9:15pm.

The Board continued a discussion of 2012-2013 goals with the Superintendent.

Motion to adjourn by Ms. Paulhus, seconded by Ms. Everett at 9:40 pm - VOTE: Unanimous in favor

Mark LaPlaca  
Chair, Mansfield Board of Education

**Mansfield Board of Education Special Meeting**  
**June 20, 2013 Minutes**

**Attendees:** Mark LaPlaca, Chair, Randy Walikonis, Vice-Chair, Susannah Everett, Jay Rueckl, Carrie Silver-Bernstein, Superintendent Fred Baruzzi

**Absent:** Mrs. Holinko, Mrs. Paulhus, Martha Kelly

Mr. LaPlaca called the special meeting to order at 5:30.

Superintendent Baruzzi introduced Lauren Rodriguez, his recommendation for Principal of Southeast School. He described the process for her selection.

Mrs. Paulhus arrived at 5:45pm.

Ms. Rodriguez spoke about her professional and personal qualifications and answered questions from Board members.

Motion by Mr. Walikonis to appoint Lauren Rodriguez as the Principal of Southeast Elementary School, effective July 15, 2013. Seconded by Mrs. Paulhus. VOTE: Unanimous in favor (6-0)

Motion to adjourn by Mr. Walikonis, seconded by Mr. Rueckl at 6:10pm - VOTE: Unanimous in favor.

Mark LaPlaca  
Chair

**Mansfield Board of Education Retreat  
July 9, 2013 Minutes**

**Attendees:** Mark LaPlaca, Chair, Randy Walikonis, Vice-Chair, Martha Kelly, Secretary, Susannah Everett, April Holinko, Katherine Paulhus, Jay Rueckl, Carrie Silver-Bernstein, Superintendent Fred Baruzzi

Mr. LaPlaca called the retreat to order at 6:30pm.

The Board discussed 2013-2014 Board of Education Goals.

Mrs. Paulhus left at 9:45pm

The Board continued a discussion of 2012-2013 goals with the Superintendent.

Motion to adjourn by Mrs. Kelly, seconded by Mrs. Holinko at 10:28 pm - VOTE: Unanimous in favor

Martha Kelly  
Secretary

**Mansfield Board of Education Special Meeting**  
**July 9, 2013 Minutes**

**Attendees:** Mark LaPlaca, Chair, Randy Walikonis, Vice-Chair, Martha Kelly, Secretary, April Holinko, Jay Rueckl, Carrie Silver-Bernstein,  
**Absent:** Susannah Everett, Katherine Paulhus

Mr. LaPlaca called the special meeting to order at 5:30

The Board received the recommendation of the Mansfield Democratic Town Committee that Sarah Lacombe be appointed to the Board.

Ms. Everett arrived at 5:37

Ms. Lacombe spoke about her qualifications and desire to fill the vacancy and answered questions from Board members.

MOTION by Mr. Rueckl that Sarah Lacombe be appointed to the BOE to fill a vacancy until the November 2013 municipal elections. Seconded by Ms. Silver-Bernstein. VOTE: 7-0 unanimous in favor.

Ms. Lacombe was invited to participate in the meeting but not eligible to vote until sworn in by Town Clerk

Mr. LaPlaca appointed Ms. Lacombe to the Personnel Committee and Mr. Walikonis to the Finance Committee.

The Board discussed the Superintendent's recommendations on reducing the 2013-14 budget by \$100,000 as mandated by the Town Council.

MOTION by Mr. Walikonis to accept the reductions to the 2013-14 budget as recommended by the Superintendent. Seconded by Mr. Rueckl. VOTE: 7-0 unanimous in favor.

MOTION by Ms. Holinko to go into executive session for the purpose of discussing strategy with respect to collective bargaining. Seconded by Mr. Walikonis. VOTE: 7-0 unanimous in favor.

The Board was joined by Ms. Lacombe in executive session.

Superintendent Baruzzi arrived and joined the Board in executive session at 6:00.

The Board returned to open session at 6:10pm.

MOTION to adjourn by Ms. Everett at 6:11pm. Seconded by Ms. Holinko VOTE: 7-0 Unanimous in favor

Martha Kelly, Secretary

**Mansfield Board of Education Special Meeting**  
**August 12, 2013**  
**Minutes**

**Attendees:** Mark LaPlaca, Chair, Randy Walikonis, Vice Chair, Martha Kelly, Secretary, Susannah Everett, April Holinko, Sarah Lacombe, Jay Rueckl, Carrie Silver-Bernstein, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

**Absent:** Katherine Paulhus

The meeting was called to order at 6:00pm by Mr. LaPlaca

COMMITTEE REPORTS: Personnel Committee: Mr. Walikonis reported the committee has begun negotiations with the MEA and is close to an agreement with UPSEU. Policy Committee: Mr. Rueckl reported the committee will meet in the near future to continue discussion of the religious pluralism policy and review Policy Updates for 2013-2014.

Mansfield Public Schools Board of Education Goals and Objectives 2013-2014: Following discussion and review of proposed goals and objectives, a motion was made by Mrs. Kelly, seconded by Mrs. Holinko, to adopt the proposed Mansfield Public Schools Goals and Objectives 2013-2014 as finalized. Vote: Unanimous in favor.

**REPORT OF THE SUPERINTENDENT:**

- Technology Investments to Implement Common Core State Standards and Administer Common Core aligned Assessments, Specifically Smarter Balanced Assessments Grant Application: Mr. Baruzzi discussed the competitive grant the district would like to submit which include purchase of technology to support implementation of Common Core State Standards and aligned assessments. Motion by Ms. Silver-Bernstein, seconded by Ms. Everett, to authorize the Superintendent to apply for the Technology Investments to Implement Common Core State Standards and Administer Common Core aligned Assessments, Specifically Smarter Balanced Assessments Grant. Vote: Unanimous in favor.
- 2013 School Security Grant Application: Mr. Baruzzi reviewed the competitive grant application which would help fund district costs for updating school security. Motion by Mr. Walikonis, seconded by Mrs. Holinko, to authorize the superintendent to apply for the 2013 School Security Grant and subsequent school security grants. Vote: Unanimous in favor
- Mansfield Public Schools Professional Learning and Evaluation Plan  
[http://www.mansfieldct.gov/filestorage/1904/5335/2170/20130613\\_packet\\_sup1.pdf](http://www.mansfieldct.gov/filestorage/1904/5335/2170/20130613_packet_sup1.pdf): Mr. Baruzzi reviewed a change in the teacher evaluation rubric. Motion by Mr. Rueckl, seconded by Ms. Silver-Bernstein, to approve the proposed changes to the Mansfield Public Schools Professional Learning and Evaluation Plan. Vote: Unanimous in favor.

MOTION by Mr. Rueckl, seconded by Mrs. Holinko, to move into Executive Session for discussion of strategy with respect to collective bargaining at 8:08pm. VOTE: Unanimous in favor

The Superintendent joined the Board in Executive Session

The Board returned to open session at 8:18pm

MOTION by Ms. Everett, seconded by Mrs. Holinko to adjourn at 8:18pm. VOTE: Unanimous in favor.

Respectfully submitted,  
Celeste Griffin, Board Clerk

**MANSFIELD DOWNTOWN PARTNERSHIP  
EXECUTIVE COMMITTEE  
SPECIAL MEETING  
MANSFIELD COMMUNITY CENTER**

**WEDNESDAY, MAY 22, 2013**

**9:30 AM**

**MINUTES**

Present: Steve Bacon, Harry Birkenruth, Mike Kirk, Philip Lodewick (by phone), Frank McNabb, Betsy Paterson, Steve Rogers, Kristin Schwab

Guests: Matt Hart, Howard Kaufman with LeylandAlliance

Staff: Cynthia van Zelm, Kathleen Paterson, John Zaccaro

**1. Call to Order**

Philip Lodewick called the meeting to order at 9:30 am.

**2. Retail Brainstorming**

Kathleen Paterson and Howard Kaufman joined the meeting for this agenda item.

The Committee participated in a brainstorming session about ideas for future commercial development, largely focused on Wilbur Cross Way.

Mr. Kaufman will follow-up with some of the ideas and leads mentioned at the meeting.

Mr. Lodewick, Mr. Kaufman, and Ms. K. Paterson left the meeting.

**3. Approval of April 18, 2013 Minutes**

Betsy Paterson made a motion to approve the April 18, 2013 Minutes. Frank McNabb seconded the motion. The motion was approved.

**4. Review of Development Agreements**

Ms. van Zelm reviewed the Partnership's development agreement with Storrs Center Alliance, and the Town's development agreement with Storrs Center Alliance and EdR with respect to liability, performance goals, project schedule, management of improvements, and transfer of land.

The Committee discussed the current provisions and asked for additional follow-up by staff and a few Committee members on a more detailed review.

**5. Implementation of Strategic Plan**

The Committee did not address this agenda item due to time constraints.

**6. Adjourn**

The meeting adjourned at 11:30 am.



COMMITTEE ON COMMITTEES  
July 12, 2013  
Room B  
DRAFT

1. CALL TO ORDER

The meeting was called to order by Peter Kochenburger, Chair of the Committee, at 8:02 a.m.

Present: Peter Kochenburger, Chris Paulhus, Paul Shapiro

2. OPPORTUNITY FOR PUBLIC COMMENTS

No members of the public were in attendance.

3. APPROVAL OF THE MINUTES

Mr. Shapiro moved and Mr. Paulhus seconded to approve the minutes of the June 14, 2013 meeting as presented. Motion passed unanimously.

4. COMMITTEE VACANCIES/APPLICATION

Mr. Shapiro offered motions, which were seconded by Mr. Paulhus, to recommend the following reappointments:

Michael Kurland to the Emergency Committee for a term ending 10/31/2014,

James Raynor to the Board of Ethics for a term ending 6/30/2016,

Lynn Stoddard to the Sustainability Committee for a term ending 4/27/2017,

Peter Millman to the Transportation Advisory Committee for a term ending 11/30/2015.

The motions passed unanimously.

The Town Clerk will ask Ginny Walton, staff to the Sustainability Committee and the Solid Waste Advisory Committee, to attend the next meeting to discuss the roles of the Committees.

Staff to the Parks Advisory Committee and the Arts Advisory Committee will be contacted to ascertain which volunteers are willing to continue to serve.

By consensus the Committee agreed to cancel the August 9, 2013 meeting. The next meeting will be on September 13, 2013.

5. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 8:39 a.m. Motion passed unanimously.

Mary Stanton, Mansfield Town Clerk

Mansfield Community Playground Project  
Meeting Minutes -

Date: 8/22/13

Present: Sara Anderson, Megan Huff (& Gideon), Heather Bunnell, Chad Rittenhouse,  
Julia DeLapp, Ellen Tulman

Next Meeting: Thursday September 12, 2013, Conference Rm B

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- I. June minutes approved
- II. Subcommittee Updates
  - a. Tools & Materials (Chad)
    - i. Jill is collaborating with Chad to complete tasks such as pricing out items, contacting contractors, & lining up vendors
    - ii. Collaborating also with Jean & Paul
    - iii. 7 Captains will be needed, of whom are "skilled." All to commit to 6-7 days for build.
  - b. Fundraising (Julia)
    - i. Current focus is on targeting individual donors
    - ii. Janet Jones is assisting by making contacts, hosting events, & giving guidance (hosting first event 9/12/13)
    - iii. Considering providing naming rights for parts of playground such as Tot Lot, Music Cntr, & the Surfacing
    - iv. Potential Wine & Cheese Event in the spring
    - v. Silent Auction
      - 1. Pam Roberts has offered to help, but asked for ample planning time
      - 2. Suggested online auction, with potential simple "sneak peek" event. Heather may contact CSA for support as they run an online auction.
  - c. Design & Special Features (Heather)
    - i. Contacting L & A for renderings of components
- III. Prospective Calendar of Events:
  - a. September
    - i. 12<sup>th</sup> Event at Janet Jones' home
    - ii. Festival on the Green – potentially both marching & booth
    - iii. Peachwave or Papa Gino's event
  - b. October
    - i. Trick a Trunk – passing out coupons for a tile event
  - c. November
    - i. Tile event – Nov 1 or 16 at Family Fun Night at MCC
  - d. December – March to be determined – potential silent auction
  - e. April

- i. 19<sup>th</sup> Eggstravaganza – maybe hand out flyers for Applebees fundraiser
- f. May – possible event at the schools
- g. June
  - i. 7<sup>th</sup> Fun Run for the Playground
- h. July
  - i. 14<sup>th</sup> Construction Captains need to be committed
  - ii. 21<sup>st</sup> Organization Day – need to be at 75% of fundraising & volunteers
  - iii. Go on the Wayne Norman Show in July or August
- i. August
  - i. 25<sup>th</sup> Need to be at 100% for fundraising & volunteers
- j. September
  - i. 21<sup>st</sup> Festival on the Green – “final push” with community
  - ii. 24-28 – Potential Build Week
- k. October
  - i. 4<sup>th</sup> – Potential Opening Celebration

Minutes prepared & respectfully submitted by Ellen Tulman on 8/23/13

MANSFIELD ZONING BOARD OF APPEALS – REGULAR MEETING  
MINUTES  
AUGUST 14, 2013

Chairman Accorsi called the meeting to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building.

Present: Members – Accorsi, Gotch, Katz

Alternates – Brosseau

Absent: Member – Hammer, Welch

Alternates – Aho, Clauson

**NARENDRA RANJEET – 7:00 P.M.**

To hear comments on the application of Narendra Ranjeet for a Special Exception of Art IX, Sec C.2.c to construct a 14' x 25' house addition that will be 16' from the side property line where 35' is required at 49 White Oak Rd.

Brosseau acted as a voting member of the Board for this hearing.

Mr. Ranjeet is proposing to add an addition to expand the dining area of his home as part of a remodeling plan for the existing kitchen. The west side of the house was chosen due to the location of the well, septic, and driveway and the layout of the rooms. The affected side property line abuts land owned by the town, designated as open space. He feels this addition would have no adverse effect on the neighborhood.

A Neighborhood Opinion sheet was received, showing no objections from neighbors.

**BUSINESS MEETING**

Brosseau moved to approve the application of Narendra Ranjeet for a Special Exception of Art IX, Sec C.2.c to construct a 14' x 25' house addition that will be 16' from the side property line where 35' is required at 49 White Oak Rd, as shown on submitted plan.

In favor of approving application: Accorsi, Brosseau, Gotch, Katz,

Reasons for voting in favor of application:

- No other place to build addition
- Addition will enhance value of house
- Neighbors all in favor
- No adverse effect on neighborhood

Application was approved.

**APPROVAL OF MINUTES FROM JULY 10, 2013**

Katz moved to approve the minutes of July 10, 2013 as presented, seconded by Gotch.  
All in favor.

**ADJOURNMENT**

Meeting was adjourned at 7:15 P.M.

Respectfully Submitted,

Richard Brosseau, Secretary

TOWN/UNIVERSITY RELATIONS COMMITTEE  
Tuesday, August 13, 2013  
Audrey Beck Municipal Building, Council Chambers

Minutes

**Present:** J. Armstrong, M. Hart, M. Kirk, E. Paterson, C. Paulhus

**Staff:** M. Capriola (*Town*), van Zelm (*MDP*)

**1. Call To Order**

Meeting was called to order at 4:05 pm.

**2. June 11, 2013 Meeting Minutes**

This item was tabled to a future meeting due to a lack of a quorum.

**3. Updates:**

a. *Mansfield Downtown Partnership:* van Zelm provided updates on apartment rental and commercial leasing and public infrastructure projects. The 10<sup>th</sup> annual Festival on the Green will be held in September. Recently the Town/MDP was awarded a \$500,000 grant to fund lighting, trees, and other landscaping for the Town square.

b. *MCCP:* Armstrong provided an update. Carriage House has changed property managers. Sgt. Cournoyer and Armstrong have had planning meetings with the managers at Carriage House. Carriage House will implement a guest policy. The MCCP fall off-campus visits will kick-off at Carriage House. Apartment move-in weekend is August 16<sup>th</sup> and on-campus move-in weekend is August 23-25<sup>th</sup>. Doug Kaufman will replace Nancy Silander on MCCP (Silander has resigned from MCCP).

c. *Water Supply EIE:* Hart provided an update. The EIE was issued; the CT Water option has been identified and endorsed as the preferred alternative by the UCONN Board of Trustees. The Town Council will review the record of decision and governance issues. The CT Water option will be referred to the Planning and Zoning Commission, the Conservation Commission, the Four Corners Sewer and Water Advisory Committee, and the Sustainability Committee for review and comment.

d. *Next Generation Connecticut:* Kirk reported that the University's Master Planner/Chief Architect will provide an update to the Town Council on this issue on September 9<sup>th</sup>.

e. *UCONN Technology Park:* Kirk reported that a DEEP hearing is scheduled to be held on campus, September 10<sup>th</sup>, regarding the permitting for North Hillside Road Extension.

**4. Committee Membership**

Vacancies were reviewed. Silander has resigned from the MCCP; she can move from the citizen/MCCP member slot to another citizen slot that is vacant (should the Committee on Committees recommend her for appointment). Doug Kaufman has replaced Nancy Silander on the MCCP. Armstrong will reach out to Kaufman about the citizen/MCCP slot on Town-Gown. The University needs to update its membership list

on the MOA between the Town and the University; Kirk will provide Hart/Capriola with updates, including student members for the upcoming year.

**5. Other Business Announcements**

None.

**6. Opportunity for the Public to Address the Committee**

Quentin Kessel, Codfish Falls Road. Mr. Kessel inquired as to UCONN's plans to house students (Next Gen). He also inquired as to whether or not brownfields funding is available to rehab the Depot campus.

Pat Suprenant, Gurlevyville Road. Ms. Suprenant made a number of inquiries regarding the Town's involvement with water supply selection. She also commented on the Town's housing stock and demand.

**7. Adjournment**

Meeting adjourned at 4:50 p.m.

Respectfully Submitted,  
Maria E. Capriola, M.P.A.  
Assistant Town Manager, Town of Mansfield

TOWN/UNIVERSITY RELATIONS COMMITTEE  
Tuesday, June 11, 2013  
Audrey Beck Municipal Building, Council Chambers

Minutes

**Present:** J. Armstrong, P. Barry, M. Hart, M. Kirk, C. Paulhus, J. Saddlemire, N. Silander, W. Simpson

**Staff:** M. Capriola (*Town*), van Zelm (*MDP*)

**1. Call To Order**

Meeting was called to order at 4:00 pm.

**2. May 14, 2013 Meeting Minutes**

Saddlemire made the motion to approve the minutes as presented, seconded by Silander. The minutes were unanimously approved as presented (Armstrong was not present for the vote).

**3. Updates:**

a. *Mansfield Downtown Partnership:* van Zelm provided updates on apartment rental and commercial leasing and public infrastructure projects.

b. *MCCP:* No report.

c. *Water Supply EIE:* Governance and water supply connection options are currently under review. The Town has hired legal counsel to provide advice on governance issues. To date, responses have been received from Connecticut Water and the MDC. At this time, Windham Water Works has indicated an interest in only selling bulk water.

**4. Legislative Update**

Hart provided an update on anticipated intergovernmental revenues Mansfield will receive from the State of Connecticut. Committee members commented on the following:

- The State is not funding its PILOT payments for UCONN property at 45% of assessed value as called for by statute. The actual number is closer to 25-30% of assessed value.
- The value of state property outweighs the value of private property in Mansfield.
- During a period of UCONN expansion how can the state decrease PILOT funding? PILOT helps the Town fund services to manage secondary impacts of UCONN growth.

Kirk provided an update on Next Generation. UCONN is planning to meet with Town officials to discuss the potential impact on Mansfield. Various housing issues (both on and off campus) were discussed. Committee members expressed an interest in additional housing being provided on campus to minimize the impact of large numbers of students living in off campus neighborhoods.

**5. Other Business Announcements**

Inquiries into the potential Carriage House Apartments redevelopment and Ponde Place development were made. No application is on file for Carriage House and there is still no water supply connection for Ponde Place.

**6. Opportunity for the Public to Address the Committee**

Quentin Kessel, Codfish Falls Road. Mr. Kessel disclosed his affiliation with the Conservation Commission but indicated he was speaking as an individual. Mr. Kessel spoke to the water supply EIE, other water supply issues, and reminded the Committee of the Conservation Commission's recommendations re: water supply.

**7. Adjournment**

Meeting adjourned at 4:48 p.m.

Respectfully Submitted,  
Maria E. Capriola, M.P.A.  
Assistant Town Manager, Town of Mansfield

Historic District Commission  
Minutes

Meeting June 11, 2013

The meeting convened at 7:00 p.m.

Members Attending: G. Bruhn, J. McGarry, D. Spencer, A. Bacon  
Others Attending: Dennis O'Brien, Mansfield own attorney

Old Business:

- 1) Minutes of the May 2013 were approved, with motion from Anita Bacon and second from Dave Spencer. All voted in favor of approval.
- 2) Discussion of Lesley's work on a document to be included on the town website was postponed, as she was unable to attend the meeting.
- 3) A motion to go into Executive Session was made by Jason McGarry, with second by Dave Spencer. All voted in favor of going into Executive Session in order to discuss with Attorney O'Brien the pending litigation from the First Church of Christ, Mansfield Center Historic District.

The meeting adjourned at 8:50 p.m.

Respectfully submitted,

Gail Bruhn  
Chairman



**TOWN OF MANSFIELD**  
**OFFICE OF THE YOUTH SERVICES BUREAU**

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Patricia Michalak, MA  
Youth Service Bureau Coordinator

YSB Advisory Minutes  
June 11, 2013  
12:00 noon @ Mansfield Town Hall  
Conf. Rm. B

**Board Members**

*Present:*

Ethel Mantzaris, Chair  
Kathy McNamara, YSB Social Worker  
Genevieve Rigler, E.O. Smith High School Student  
Chuck Leavens, E O Smith Counselor  
Frank Perrotti, Assistant Chair, Resident  
Patricia Michalak, YSB Coordinator  
Eileen Griffin, LCSW  
Bill Callahan, Recreation Department  
Curt Vincente, Recreation Department

**I. Call to Order**

- Meeting called to order at 12:00 PM by Ethel Mantzaris.

**II. Approval of minutes**

- May 14, 2013 minutes were approved.

**III. Reports**

May 2013 Activities

- CYSA: Sharry Goldman was honored with this year's CYSA Friend's of Youth Services Award as a visionary and supporter of Mansfield's youth for over 30 years. Among her accomplishments are the Safe Homes program, Adventure Learning program, service on the Mansfield Board of Education where Sharry worked to implement Spanish language instruction in the elementary schools. Sharry worked 10 years helping establish Mansfield's Community and Fitness Center and supported a skate part for the region's youth by grant-writing. Most recently Sharry has volunteered with the YSB Grief Matters' Children's support group on Sunday evenings for the past 3 years.

- Grief Matters: Sharry Goldman was instrumental in writing a mini grant for suicide prevention this year. We hope to use this grant to expand our Grief Matters program to assist families year round through monthly support groups.
- Grandparent's Raising Grandchildren: Grandparents are planning for their last meeting in June. They will have a guest speaker and a barbeque.
- Cope: End of the year celebrations at all of the schools including speeches by the fourth graders and ending activities summing up the years' experience.
- Challenge: Students have been chosen and have met with the Challenge coordinator. Additional funding for this year's program has not been added to the town budget. The program will run this year utilizing funds from next year's budget. We are exploring additional ways in which to fund this very successful program for next year.
- Camperships: Campership funding is in transition and as a result we have limited funding for this year's camperships. We will work with the school nurses to provide opportunities for a few students.
- Cope: YSB along with the MMS counselors are planning an August school visit for the Cope students who are entering the 5th grade. This visit will include a meet and greet with the counselors, a tour of the school and lunch. The intent of this visit is to help with the transition to the middle school for students who may need some additional attention to this matter.

#### **IV. Old Business:**

Open positions: YSB social work position has been advertised, applications are coming in and interviews will be on July 9<sup>th</sup>, 2013.

#### **V. New Business:**

Discussion regarding fundraising. Explored whether we should email all families asking if they need financial assistance paying for summer camp. Should we fundraise by program or send out one mailing. Curt V. Bill Callahan Pat M and Mary Stanton will meet to come up with a plan to present to the board.

## VI. Adjournment

- Meeting adjourned at 12:45 p.m. Sept 10th, 2013 is the next meeting.

**ARTS ADVISORY COMMITTEE**  
Meeting of Thursday, 06 June 2013  
Mansfield Community Center (MCC) Conference Room

MINUTES

1. The meeting (rescheduled from Tuesday, 04 June) was called to order at 5:05p by Kim Bova. *Members present:* Kim Bova, Tom Bruhn, Scott Lehmann, David Vaughan. *Members absent:* Anke Finger. *Others present:* Jay O'Keefe (staff).

2. The draft **minutes** of the 07 May meeting were approved as written.

3. **StoDoArts** has been formed by interested community members to organize a summer film series at von der Mehden on Friday evenings and live music presentations outside somewhere in Storrs Center on Sunday afternoons. See [stodoarts.com](http://stodoarts.com) for a schedule.

4. **Art Donation Policy.** Jay has not yet been able to get an explanation of the re-worded insurance provision (9).

5. **Vacancies.** There are two vacancies on the Committee. Kim hopes to interest a friend in filling one of them. Other committee members were encouraged to think of people who might be good members and willing to serve.

6. **Arts Webpage.** The IT people are willing to put more links to what's going on in the local arts scene on the arts webpage, but we need to supply the links. Also, the page remains hard to find; getting there from the Town homepage is not straightforward.

7. **Healy Events Facility.** After some discussion, the Committee decided that Town policy requiring that communications with outside entities be first cleared with the Town Manager does not apply to communications with other Town entities and unanimously approved (motion: Scott, David) the following statement to the PZC in support of Michael Healey's barn conversion:

"The Arts Advisory Committee applauds Michael Healey's efforts to preserve an old barn on his property in Mansfield Center by renovating it as an events facility, which could be used for arts fairs and arts classes, as well as for weddings, banquets, and the like.

"The Committee is aware that concerns have been voiced in the neighborhood about parking and noise. We urge the Commission to work with Mr. Healey to address these concerns, rather than taking them as grounds for rejecting his proposal.

"The Committee's charge states in part that it 'shall promote and encourage interest and participation in the arts and may work to complement activities and events sponsored by private organizations having the same purpose and goal.' We believe that the facility Mr. Healey proposes would be an appropriate venue to serve as a catalyst for the arts in our area."

Scott will send the statement to the PZC, asking that it be considered when Mr. Healey's proposal comes before the Commission.

5. **Art exhibit calendar.** David Corsini will show his work in the display cases in the winter of 2014. We have as yet nothing for the sitting room and hallways in the fall (01 Sep to 14 Jan). Kim thought she might be able to show some of her photos if nobody else applies. Jay will let us

know if an application comes in during the summer.

Exhibit Period	Entry cases		Sitting room		Hallway	
	Double-sided	Shelves	Upper (5)	Lower (3)	Long (5)	Short (2)
06/01 – 08/15	06/03—06/14: <i>E.O. Smith art</i>			<i>Lisa Yang</i> (photos)		
	<i>Neal Alderman</i> (wire sculpture)	<i>Ronald Angotta</i> (wooden bowls, etc.)				
09/01 – 10/14	<i>Festival on the Green advertising &amp; art show</i>					
10/15 – 01/14						
01/15 – 04/14	<i>David Corsini</i> (assemblages)					

6. **Adjourned** at 5:52p. Next meeting: 7:00p, Tuesday, 3 September 2013.

Scott Lehmann, Secretary, 15 June 2013; approved 03 September 2013.

TOWN OF MANSFIELD  
FINANCE COMMITTEE MEETING  
MINUTES OF AUGUST 12, 2013 – As Amended

Members Present: Bill Ryan (Chair), Carl Schaefer, David Freudmann

Other Council Members Present: Paul Shapiro

Staff Present: Matt Hart, Cherie Trahan

1. Meeting called to order at 6:00pm.
2. Minutes from 07/15/13 meeting approved as presented.
3. Opportunity for Public Comment – None
4. The Committee reviewed the cost of the financial services analysis which was revised to include services to the Discovery Depot.
5. Quarterly Financial Statements – Storrs Center Reporting. Cherie Trahan provided a sample project length report for the Storrs Center Reserve project. She will provide this report in the Quarterly Financial Statements in addition to the Capital Projects Fund recap.
6. Process for Information Requests – Cherie Trahan asked that all requests for information be first discussed by the Finance Committee. The Committee also discussed that email correspondence conducting town business between Committee members could constitute an illegal meeting and therefore in violation of the Freedom of Information Act and should be avoided. Items such as meeting times would be allowable.
7. Preliminary Yearend 2012/13 Results – Cherie provided preliminary results for FY 2012/13 and explained that an estimated \$550,000 would be going back into fund balance. The reason for this is the budgeted \$214,000 contribution, unanticipated State revenues, and tax collections in excess of budget. In addition, she recommends an additional appropriation of State revenues in the amount of \$100,000 to be used to pay off the Four School Renovation project balance. This will come before the Committee and Town Council for approval in September.
8. Other business/future agenda items – For a future meeting, Cherie will ask the Revenue Collector to come and answer various questions on the suspense tax listing and her various collection methods. The September meeting will include the Quarterly Financial Statements dated June 30, 2013, Proposed FY 2012/13 Yearend Transfers, and Proposed FY 2012/13 Capital Projects Adjustments.
9. Adjournment. The meeting adjourned at 6:56 pm.

**Motions:**

Motion to approve the July 15, 2013 minutes by Carl Schaefer. Seconded by David Freudmann. Motion so passed.

Motion to commend Cherie Trahan for receiving the GFOA Certificate of Achievement for Excellence in Financial Reporting and to recommend the same to the Town Council by Carl Schaefer. Seconded by David Freudmann. Motion so passed.

Motion to adjourn.

Respectfully Submitted,

Cherie Trahan, Director of Finance

**MANSFIELD DOWNTOWN PARTNERSHIP  
ADVERTISING AND PROMOTION COMMITTEE**

Meeting

Festival on the Green Subcommittee

Tuesday, September 3, 2013

5:00 pm

Minutes

**Present:** Tom Birkenholz, Kathy Hawkins, Ginny Walton, Rick Brosseau, Millie Brosseau, Betsy Paterson  
(arrived at 5:15)

**Staff:** Cynthia van Zelm, Kathleen Paterson, Sarah Delia

**1. Call to order**

Kathleen Paterson called the meeting to order at 5:06 pm.

**2. Public comment**

There was no public comment.

**3. Approve minutes of August 19, 2013**

Rick Brosseau made a motion to approve the minutes of August 19, 2013.

Tom Birkenholz seconded the motion.

The Minutes were approved unanimously.

**4. Update on committee tasks**

Activities: Ms. K. Paterson reported that the Festival bags came in today. The Partnership is currently collecting materials to put in the bags. **Sarah Delia will do a test case to make sure the markers work with the fabric bags. (Done)**

There are a couple of late additions to the activity booths.

The packets for the activity booths went out today.

Ms. K. Paterson reported that she has had difficulty finding a vendor to do the pony rides. As there are several other activities, the pony rides may not happen this year.

Advertising: Ms. K. Paterson said the Celebrate Mansfield Weekend brochures did not come in today. She also checked with the committee about the distribution of flyers that were handed out at the last committee meeting. **She will send out a reminder to the committee to get the flyers out.**

Ms. K. Paterson reserved ads in the Daily Campus. She contacted the Reminder News and the Festival notice will go out in the next two weeks. The Chronicle has given the *Festival* the full back side of the Shopper and the full back side of the Weekend Album as well as two black and white ads. A piece

appeared in the American Profile, the date was sometime the week of August 26. **Ms. K. Paterson will acquire a copy. (Done)**

Cynthia van Zelm and Mr. Brosseau will appear on the Wayne Norman show on September 19.

Art: The selection committee, comprised of Ms. K. Paterson, Kim Bova and Ted Yungclas, reviewed the artwork and sent letters to the artists who were chosen.

Food: Ms. K. Paterson said there are 5 restaurants currently confirmed as food vendors, Baja Café, Dog Lane Café, Domino's, EO Smith Safe Grad, and Sara's Pockets. Two others are tentative, Gramma's Comfort Food and Subway.

Low-waste Event: Ginny Walton brought up the possibility of asking FroyoWorld and Peachwave to use green containers during the hours of the *Festival*. **Ms. Walton will call and ask them if they would be willing to do this.**

Ms. Walton has ordered eating utensils and containers for the *Festival*. **She will also contact the food vendors about supplies and packaging to be sure they are recyclable.**

G. Walton said the Festival is aiming for 90% recycled this year.

Music: Rod Rock is planning on attending the next two meetings according to Ms. K. Paterson. There were no other updates for music.

Parade: Mr. Birkenholz reported that there are over 500 people currently planning to march in the parade, including the UConn Marching Band and the EO Smith Marching Band. There are still a couple groups he hasn't heard from. **Mr. Birkenholz will send out a reminder today or tomorrow. A few parade wranglers will be needed from 10am to 1pm.**

Villari's marchers will gather at the Villari's building and then walk over to the parade site. The EO Smith Band will gather at EO Smith and walk over to the parade staging area as well. Mr. Birkenholz talked to the UConn Marching Band contact about band members not driving to the parade site.

There was still a question about politicians marching in the parade. Betsy Paterson felt that the politicians would march with their political party. Washington politicians may march, but are not yet confirmed.

There was no update for the Grand Marshal.

**Mr. Birkenholz will contact Janet Kozin who is the secretary in the Athletic Office at EO Smith about the EO Smith teams that may be participating. Mr. Birkenholz spoke to a person from the Shriners and will follow up after the *Festival* about having them in the Parade next year.**

Set-up: Ms. K. Paterson distributed the Festival site plan for the rain contingency inside EO Smith. A decision will be made on Saturday at 5:00pm if the rain contingency will be put into effect. Calls will be made to inform everyone about the change. Items were grouped in areas that made sense, the music performances will be in the Auditorium, the food vendors and cooking demonstrations will be in the

Cafeteria. There was discussion about the recycling containers; a decision would need to be made as to where they will be placed inside EO Smith.

If the parade is cancelled due to rain, the Marching Bands can play in the Auditorium.

Sponsors: Ms. van Zelm listed the current sponsors and said that there are no new sponsors from the last report.

Volunteers: Altrusa will staff the Art tent. Ms. K. Paterson has communicated with Community Outreach; she has also emailed several groups, but hasn't heard back from them. Several groups will probably decide closer to the *Festival* to participate.

A few seniors from EO Smith have an activity booth at the Festival and the Leos from EO Smith will also bring a group of volunteers.

**Ms. K. Paterson will check with John Armstrong about students who would need Community Service hours at UConn.**

#### **5. Master Event List**

Ms. K. Paterson handed out the current Master Event List and mentioned that some confirmations came in after she printed the list. The members reviewed the list.

**Ms. K. Paterson asked Ms. Walton to contact Mike Taylor (and Ilze) about using compost containers.**

#### **6. Review Supplies Needed List**

Ms. K. Paterson asked everyone to review the list and check if they could bring the supplies that were listed. Discussion ensued and revisions were made to the list. **Ms. K. Paterson will update the list and distribute for the next committee meeting.**

#### **7. Updates on Celebrate Mansfield Weekend**

The Grand Opening will be Friday, September 20 at 11:00am. The *Funky Dawgze* will perform before and after the ceremony; there will be additional musical groups playing from 1:00 pm to 7:00 pm. Friday evening the Community Center is sponsoring Family Fun Night from 6:30 – 9:30 pm. At 7:00 pm, StoDoArts will sponsor a movie, *Grease*, at UConn's von der Mehden Hall for a \$5 admission fee.

There are no updates for the events planned for Saturday afternoon. The Mansfield Community Center will sponsor a Free Mansfield Day, and there will be music at the Farmer's Market from 3:00 pm – 6:00 pm. There will be a Puppet Slam at the UConn Fine Arts Studio Theatre at 8:00 pm and 10:00 pm.

**Ms. K. Paterson will speak with the Area Captains for the Festival and they may attend the next few meeting of the Festival Subcommittee.**

#### **7. Adjourn**

The meeting adjourned at 6:27 pm.

*Minutes prepared by Sarah Delia*

**APPROVED**  
**Commission on Aging**

Minutes of June 10, 2013

MEMBERS PRESENT: Will Bigl (2015), Sam Gordon (2014), April Holinko (2014), Bev Korba (2014), Laurie McMorrow (2014), Don Nolan (2014), Joan Terry, (2013)

MEMBERS ABSENT: Bettejane Karnes (2015), Steve Kegler (2015)

COMMUNITY REPRESENTATIVES: Estelle Elliott (Wright's Way), Marilyn Gerling (Glen Ridge), Emile Poirier (Jensen's), Martina Warton (Juniper Hill)

STAFF: Cynthia Dainton, Senior Center Coordinator

Minutes - The minutes of the May 13, 2013 meeting were approved as written.

Correspondence – April circulated an announcement for a Mansfield Tomorrow open house to be held at the Buchanan Center.

Senior Center/ Wellness Center - Cindy explained about problems with the medical transportation grant in that it has been overspent by \$11,000, resulting in necessary cutbacks. There is no more out of region service at this time. Also there is no money for physicals or background checks making it impossible to recruit additional drivers for the new van. In addition, the volunteer driver program must be covered by the senior center budget. Trips to the library and BigY with the new van will not continue. The volunteer driver coordinator's hours have been returned to ten hours per week.

The senior center evaluation results are in draft form. The Town Manager is reviewing them. Cindy would like to share the results with the Commission on Aging in the fall.

Senior Housing News – Martina said Juniper Hill has a new gazebo. Marilyn reported that Glen Ridge had a successful open house on June 9. Estelle raised the issue of elderly and disabled clients at Wrights Way and

the difficulties between the two groups. Laurie volunteered to look into the structure of the Housing Authority, information that will help us determine what we may be able to do as a Commission to help improve the situation.

**New Business** – Several members agreed to consider being officers for the coming year and we will elect a slate in September.

**Triad** – Will said that the results of the police academy program were excellent. He plans to do a “purse patrol” at a local store around Thanksgiving to remind shoppers to be aware of their belongings while shopping.

**Human Services Vacant Positions** – The youth services counselor position has been posted even though the current employee has not yet retired. There will be a national search for the position of director. Kathy Ann Easley has been asked to relocate to the Senior Center and to assume responsibility for both her current job plus the senior services worker. Our members expressed their disappointment in the decision regarding the lack of hiring of a senior services worker. Several members plan to speak on the matter at a town council meeting in the near future.

**Commission Goals** – Each commission member was asked to think about goals for next year and to send their suggestions to April within a month. She will compile them to be considered in the fall.

Respectfully submitted, Joan Terry, secretary

**Next Meeting: September 9th**

**Goals for the  
Commission on Aging  
2012-2013**

1. Monitor Mansfield's Long-Range Plan for seniors with a continued focus on priority issues of senior safety, information dissemination, senior center space needs and health care needs including changing federal benefit programs.
2. Continue to advocate for the installation of a bus shelter at the Route 275/Community Center bus stop.
3. Advocate for increased hours for the volunteer driver coordinator.
4. Encourage the Downtown Partnership to make the new Storrs downtown senior friendly.
5. Monitor the development of an independent living/assisted living facility in Mansfield.
6. Continue to monitor the hiring process of a Senior Services Social Worker.

**MANSFIELD DOWNTOWN PARTNERSHIP  
BUSINESS DEVELOPMENT AND RETENTION COMMITTEE**

**April 11, 2013**

**5:00 PM**

**Mansfield Town Hall  
Conference Room B**

**MINUTES**

Present: Steve Rogers, Roger Adams, Curt Hirsch, Paul McCarthy, Brian Wells

Staff: Cynthia van Zelm

**1. Call to Order**

Steve Rogers called the meeting to order at 5:15 pm.

**2. Public Comment**

There was no public comment.

**3. Approval of Minutes from January 10, 2013**

Roger Adams made a motion to approve the January 10, 2013 minutes. Curt Hirsch seconded the motion. The motion was approved.

**4. Final Recap on Relocation**

Cynthia van Zelm reported that relocation is now complete. She said that 18 businesses out of the 25 affected had either moved to Storrs Center, moved elsewhere in Mansfield, or moved on to the UConn campus. The retention rate is about 70 percent. Mr. Rogers noted that most of the proprietors of the businesses that closed retired.

**5. Update on Tenanting and Ideas for future Tenants**

Mr. Rogers said he has heard positive responses on the idea for a day care.

Brian Wells suggested a Newberry Comics.

Paul McCarthy said he has heard of interest in a late night/early AM diner.

There was some discussion about whether the UConn Co-op could identify some of its products such as Apple products on signage outside as an additional attraction for people. Mr. Rogers will follow-up with Co-op General Manager Bill Simpson.

**6. Current Storrs Center Business Questions**

Mr. Rogers said the lot behind 1 and 9 Dog Lane is being reviewed in terms of the users of the spaces. Currently, the school newspaper, the Daily Campus, has many spaces in the lot.

Ms. van Zelm said she has heard from several customers at Storrs Center about the location and number of handicapped spaces. She said she is working with the Town and LeylandAlliance on a plan to relocate and add some spaces.

#### **7. Discussion/Brainstorming on Marketing of Storrs Center**

Ms. van Zelm said the businesses are continuing to meet monthly. The last meeting included a good brainstorming session of future events and marketing opportunities, particularly at UConn Summer Orientation.

Mr. Rogers suggested a temporary stage for the town square. Mr. McCarthy expressed his on-going interest in a skating rink on the square which could provide a great attraction, especially during the UConn academic break when the area is quieter.

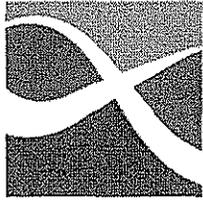
Mr. Wells suggested that an art sculpture on the square would be an attractive piece.

#### **8. Future Meeting Agendas**

The next meeting is planned for May 9.

#### **9. Adjourn**

The meeting adjourned at 6:10 pm.



# Mansfield Tomorrow

## OUR PLAN ► OUR FUTURE

Advisory Group Meeting

Monday, June 17, 2013

6:30 pm

Buchanan Center

Minutes

*Advisory Group Members Present: John McGuire, Quentin Kessel, George Rawitscher, Tom Callahan, Meg Reich, Nancy Tinker, Kristin Schwab, Jonathan Sgro, Roger Adams, John Armstrong*  
*Project Staff Present: Larissa Brown, Goody Clancy; Jennifer Kaufman, Mansfield Tomorrow Project Manager; Guests Present: Don Hoyle*

- I. Meeting was called to order at 6:35. Jennifer welcomed members.
- II. Minutes were reviewed. Edits submitted by George Rawitscher and Meg Reich will be added and the minutes will be filed.
- III. Review revised Draft Vision- Larissa circulated a copy of the revised vision statement. Members suggested that instead of stating "high quality student housing" that the statement be changed to high quality, diverse housing. Larissa will rework the bullet on social services.
- IV. Review thematic content for Open House- Larissa explained how the open house would work and encouraged Advisory Group members to attend.
- V. Review PDA conceptual plan content for Open House- The advisory group commented on the following:  
**Housing Strategy**-Members suggested rewording the balance student and non-student housing but instead promoting housing diversity, stable neighborhoods. Other items suggested for the strategy included:
  - Encouraging responsible landlords
  - Encourage owner-occupied housing
  - Well-designed areas that promote a sense of neighborhood.
  - Facilitating ways for housing in Mansfield to sustain its value
  - Senior housing
  - Co-housing
  - Creating walkable communities-make sure to include the public realm (greens, public spaces, etc.)

- Promote cohesive, interesting diverse neighborhoods
- Avoid concentrations of poverty
- Encourage mixed income neighborhoods

**Agriculture Strategy**-Member suggested adding items like sustainable agriculture-organic and green growing techniques as well as forest management and timber harvesting.

**Planned Development Areas** were briefly discussed by the members.

- VI. New issues or opportunities for consideration in the planning process-not discussed
- VII. Public Comment- none.
- VIII. Next steps- there will be another Advisory Group meeting scheduled for the end of the summer.
- IX. Meeting adjourned at 8:40 pm.

Mr. Matt Hart, Town Manager

September 16, 2013

Mansfield, Connecticut

Dear Matt,

This is in relation to the Downtown Callery Pear issue, as expressed by Mr. Kotula in *MANSFIELD INDEPENDENT NEWS* (September 2013), and reiterated at the September 9 Town Council meeting by Ms. Wausmundt.

**HISTORY OF THE CALLERY PEAR (*Pyrus calleryana*)**: This tree was introduced from China in 1908 to the USDA Experiment Station in Beltsville, MD. The cultivar (variety) developed from the original is the Bradford Pear (*Pyrus calleryana* 'Bradfordi'), named after the former director of the Beltsville Station, F.C. Bradford. Since that time, many hybrids have been bred and today there are well over two dozen named cultivars on the market. EXPERTS IN PLANT BREEDING SEEM TO AGREE THAT THESE LATER CULTIVARS ARE NOT HEAVY SEED PRODUCERS. IT WAS THE EARLY ONES, NOT FAR REMOVED GENETICALLY FROM THE ORIGINAL CALLERY INTRODUCTION THAT PRODUCED SEED MORE HEAVILY THAN OUR PRESENT- DAY HYBRIDS. WHEN I ENTERED THE PROFESSION 58 YEARS AGO, THE BRADFORD PEAR WAS HARDLY HEARD OF IN CONNECTICUT; IT WAS LATER THAT IT BECAME POPULAR. THIS WAS NOT THE CASE IN MANY REGIONS OF THE USA.

**INVASIVE SPECIES?** To the best of my knowledge, THE BRADFORD PEAR IS NOT ON THE CONNECTICUT INVASIVE SPECIES LIST. EXPERTS HAVE SUGGESTED THAT THIS IS BECAUSE THE NON-HEAVY SEED BEARING CULTIVARS ENTERED THE TRADE IN CONNECTICUT LATER THAN IN SOME OTHER REGIONS. ALSO OUR EXTREMES IN WEATHER CONDITIONS DO NOT FAVOR SEED GERMINATION OF THIS PLANT. THEREFORE, THE BRADFORD PEAR IS NOT LISTED AS AN INVASIVE HERE.

**SIDEWALK LIFTER?** Trees that lift sidewalks have rampant surface roots, such as elms, Norway maples, certain oaks, and several others. THE BRADFORD PEAR HAS A COMPACT ROOT SYSTEM WHICH IS NOT RAMPANT. SIDEWALK DAMAGE IS NOT A FAULT OF THIS TREE. One reason that the Bradford Pear became a popular street tree is that it grows well in the confinement in which it is planted, essentially a large "flower pot," and also poor soil, stony gravel beneath, surrounded by pavement. These conditions restrain the height and spread of the tree so that it never achieves the size that it would if planted on an open lawn.

**DIVERSIFICATION:** Prior to the advent of Dutch Elm disease in the late 1940s, street tree planners tended to plant the same species of tree, if not just along one street, throughout an entire city. It was not until this disease denuded New Haven, the Elm City, that monogamous street tree planting was abandoned in favor of diversification. Diversified plans vary the species used not just throughout the town/city, but also within one street. Also in so doing, trees are selected that perform in different ways throughout the year. THE STREET TREE PLAN FOR THE DOWNTOWN IS WELL DIVERSIFIED USING A WIDE RANGE OF DESIRABLE SPECIES. BRADFORD PEARS WERE NO DOUBT SELECTED IN PART BECAUSE THEY ARE ONE OF THE EARLIEST TREES TO BLOOM IN THE SPRING AND THEY ALSO PRODUCE SOME FALL COLOR; THEIR FOLIAGE IS ATTRACTIVE DURING THE SUMMER MONTHS. Experts say that the main fault

in its use is that it is over-used; practically every city uses it, but this practice arises with any tree or shrub that is a first in its season, note the Forsythia. Ultimately, fault or not, a tree that ushers in spring after a hard winter is very much appreciated.

**CONCLUSION:** I have highlighted above the key points so there is no need to highlight them here. However, I close by quoting Shakespeare: "**MUCH ADO ABOUT NOTHING.**"

Sincerely,

A handwritten signature in cursive script that reads "Rudy Favretti". The signature is written in black ink and is positioned below the word "Sincerely,".

Rudy J. Favretti

- CT Landscape Architecture License No. 77
- Professor Emeritus, Landscape architecture –UCONN
- Fellow, American Society of Landscape Architects

Copies:

Lon Hultgren, Linda Painter, Mary Stanton, Cynthia vanZelm



Troop 61  
Mansfield, CT 06250

August 30, 2013

Office of the Town Manager

Matthew W. Hart, Town Manager

Audrey P Beck Municipal Building

4 South Eagleville Road

Mansfield, CT 06268

I am proud to inform you that Life Scout ETHAN OLIVER of Mansfield Boy Scout Troop 61 will be formally invested with the EAGLE RANK of the Boy Scouts of America. The ceremony will take place on December 6, 2013, at 7:00 p.m. at The Lodge at Crandall Park in Tolland. Ethan is currently a sophomore at E O Smith High School; he is very involved with the school's sports programs, playing football, wrestling, and Golf. He is also an active Judo competitor and is currently working towards his black belt.

You are cordially invited to attend, and we will include you in the ceremony. Additionally, I respectfully request that you send a congratulatory message that can be read at the ceremony. The message will also be included in a booklet that will be presented to Ethan during the ceremony. This event is a highlight in this young man's life and we hope that you will further dignify the occasion by your formal recognition of his achievement. Your response by November 1, 2013, would be greatly appreciated and will allow for the timely assembly of the scout's album.

For his Eagle project Ethan wanted to help out the Mansfield Historical Society. He built shelves to keep their artifacts up off the floor when it floods during the spring time. He also put down a number of pallets on the floor and put the larger artifacts up on the pallets. This helped to preserve their artifacts from flood damage. The space was also cleaned up and the debris taken to the transfer station.

For your records and your addressing assistance, Ethan's home address is P.O. Box 635, Mansfield Center, CT 06250.

To R.S.V.P. or if you have questions regarding Ethan's project, or his service to school, Scouts, and the community, I can be reached during the day at (860) 208-8163. Thank you for your assistance in honoring this hard-working scout!

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Oliver". The signature is fluid and cursive, with a long horizontal stroke at the end.

John W. Oliver

Scout Master Troop 61

TOWN OF MANSFIELD  
SUSTAINABILITY COMMITTEE

Item #13



Lynn Stoddard, Chair

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3330  
Fax: (860) 429-6863

To: Mansfield Town Council

From: Lynn Stoddard, Chair

Copy: Planning and Zoning Commission  
Conservation Commission  
Four Corners Sewer and Water Advisory Committee

Date: September 11, 2013

Subject: Town Council Referral: Connecticut Water Company Proposal

Pursuant to the Council's request, the Sustainability Committee has reviewed the Connecticut Water Company (hereinafter "CWC") proposal. It submits the following recommendations for consideration in negotiating an agreement (hereinafter "the Agreement") with CWC as well as other actions the Town should take independently of the CWC Agreement.

1. **Water Conservation and Reuse.** While this project will provide a significant new source of water for the Town, it is important that each drop of that water be treated as the precious resource that it is. Therefore, the Agreement needs to include specific commitments from CWC on how it will incentivize water conservation for its customers (i.e. financial rebates/incentives for purchase of water saving fixtures, requiring water saving fixtures for new construction, etc.), expansion of customer education programs on conservation, and support for local efforts to conserve water through water use restrictions and water recycling/reuse projects such as grey water and water reclamation systems.

Separate from the Agreement, the Town should work with the University to maximize use of the water reclamation facility and initiate its own efforts to expand water conservation by Town residents town-wide. Examples of potential town efforts include a community education program separate from any offered by CWC and adoption of water use restrictions during drought periods. The need for a local water use restriction ordinance will become more important as current University customers are transferred to Connecticut Water. Currently the University implements water use restrictions based on stream flow conditions in the Willimantic and Fenton Rivers; these restrictions will no longer apply to off-campus customers once the transition to CWC is completed.

2. **Best Management Practices.** The Agreement should include commitments from CWC with regard to implementation of Best Management Practices to reduce energy usage and water loss at their facilities and increase water filtration through best practices for stormwater management. Similarly, CWC should commit to best management practices with regard to increasing water conservation by their customers.

As with the recommendations on water conservation, the Town should also be encouraging/requiring use of best management practices town-wide for both Town facilities and private properties. The Committee will work with the Planning and Zoning Commission to integrate best management practices into the new Plan of Conservation and Development and Zoning Regulations. The Council may also need to revise Town ordinances and regulations to address best management practices.

3. **Recommended Route.** The final route of the proposed pipeline connection to the University should be based on land use policies that support smart growth principles such as natural resource preservation and compact transit-oriented development and discourage sprawl. Based on our preliminary review, the best option to achieve these objectives is south along Route 195 to Route 44. Future water line and service area extensions should also be based on these principles.
4. **CWC Advisory Committee.** The specific scope and membership of the proposed CWC Advisory Committee should be identified in the Agreement. In particular, responsibilities should include providing feedback and guidance to CWC on best practices, water conservation measures and incentives, and community education programs to emphasize the importance and benefits of conservation. Furthermore, the membership of the committee should include regional representation from both the areas that will receive water through this project as well as source areas.
5. **Regional Water Supply Planning.** In addition to regional representation on the proposed CWC advisory committee, the Agreement should include a commitment from both the Town and Connecticut Water to actively participate in regional water supply planning efforts. This project has revived discussions on the need for both statewide and regional water supply planning, and both the Town and the CWC should be active participants in those discussions.
6. **Concurrence with Commission/Committee Recommendations.** As the Planning and Zoning Commission, Conservation Commission and Four Corners Sewer and Water Advisory Committee completed their final comments in advance of the Sustainability Committee, we had the benefit of being able to review their recommendations prior to finalizing our comments. Rather than restate recommendations made by other committees, the Sustainability Committee endorsed the recommendations made by the other committees charged with providing comments.

If you have any questions regarding this recommendation, please feel free to contact me or Linda Painter, Director of Planning and Development.



**Connecticut  
Light & Power**

A Northeast Utilities Company

Item #14

107 Selden Street, Berlin CT  
06037

Northeast Utilities Service  
Company  
P.O. Box 270  
Hartford, CT 06141-0270  
(860) 665-5000

August 30, 2013

Elizabeth Patterson  
Mayor – Town of Mansfield  
Four South Eagleville Road  
Mansfield, CT. 06268-2599

Dear Mrs. Patterson,

This letter is in response to your letter dated July 1, 2013 in which you provided comments on the draft Development and Management Plan (“D&M Plan”) for the overhead lines portion of the Connecticut Light and Power’s (CL&P) Interstate Reliability Project (“Project”). Thank you for your comments; we appreciate your feedback. We are providing this response letter concurrent with the submission of the D&M Plan to the Connecticut Siting Council (“CSC”), the updated version of which incorporates responses to the Town’s comments, as appropriate and as identified in this letter. Below I provide a response to each of the items you mention in your letter, respectively:

Highland Ridge Golf Range

CL&P representatives coordinated with the owners of the Highland Ridge Golf Range throughout the siting process. During Project construction CL&P will continue to coordinate with Highland Ridge representatives regarding the schedule for activities along the right-of-way (ROW) on their property; however, because transmission line construction activities will occur sequentially, but not continuously, over multiple months, it will not be possible to schedule all work outside of primary use periods of the golf range. Nevertheless, CL&P will work with the owners of Highland Ridge Golf Range to minimize the impacts of line construction on the operation of the golf range and will work with them on a resolution to any business interruption experienced due to the construction activities in the ROW.

Mount Hope Montessori School

A vegetative screening plan has developed between representatives from CL&P and Mount Hope Montessori School. Volume 1, Section 5.20 of the D&M Plan has been updated to include a description of the vegetative species proposed to be planted along the boundary between the CL&P and school properties. CL&P is working with Mount Hope Montessori School on finalization of the planting agreement. Once the agreement is finalized, the schedule of plantings will be determined.

Green Dragon Daycare

CL&P representatives contacted Diane Dorfer of Green Dragon Daycare on multiple occasions in May 2012 to offer a meeting; Ms. Dorfer declined these offers to meet and discuss her concerns. However, Ms. Dorfer did elect to speak with a CL&P Subject Matter Expert on the phone about her concerns. Should Ms. Dorfer be interested in meeting with a Project representative prior to the start of construction, the Project Team would be pleased to accommodate her request.

### Hawthorne Lane

CL&P recognizes the key role the Town played in the Hawthorne Lane ROW shift. Throughout construction, CL&P's Project Outreach representatives will notify Hawthorne Lane property owners of construction schedules and details and will be available to meet and answer questions about Project activities.

### Protection of Active Farmland

The results of CL&P's consultations with each farmer regarding agricultural protection measures are summarized in the D&M Plan, Volume 1, Appendix C, Section 2 and Attachment 1, as well as in Volume 3. Environmental inspectors will monitor Project construction activities to verify conformance with the farmland protection measures specified in the D&M Plan.

During the consultations with each farmer, CL&P explained the transmission line construction process and general schedule, noting that work activities will occur over multiple months, during which access along the ROW will be required. As a result, it will not be possible to limit construction to non-harvest or growing seasons or to restore individual farmlands outside of the normal sequence of planned restoration.

No herbicides or pesticides will be used during clearing for construction of the Project.

### Location of Construction Access Roads

CL&P conducted constructability studies to determine the locations of access roads within the transmission line ROWs, and optimized these locations to minimize environmental impacts (e.g., to water resources, cultural resources, active farmlands) while allowing safe construction of the Project facilities.

The on- and off-ROW access roads and alternative access roads shown on the Volume 3 maps reflect the results of CL&P's efforts to minimize environmental impacts, provide safe work areas for construction, and incorporate the outcomes of consultations with property owners who have raised concerns. CL&P will continue to consult with property owners located near access roads throughout the construction process.

### Right-of-Way Restoration

As noted above, Project construction activities will proceed sequentially but not continuously along the ROW. Consequently, CL&P cannot guarantee it will perform all ROW restoration on a segmented basis. However, Volume 1, Section 4.1 of the D&M Plan has been modified to explain that restoration of portions of the ROW may commence after the line (conductor) installation work is completed. Furthermore, no construction work is scheduled on agricultural properties in 2013.

### Crossings of Public Trails / Open Space

Town-owned lands in the vicinity of Highland Road and Sawmill Brook have been added to the D&M Plan text (Volume 1, Section 5.6, Table 5-4) and are shown on the Volume 3 maps. If acceptable to you, CL&P will coordinate the plans and schedule for the crossing of these public recreation/ open space lands and measures to be implemented to protect the public during Project construction through Linda Painter, Mansfield's Director of Planning and Development.

Procedures for protecting the public during construction activities in Mansfield Hollow State Park and Wildlife Management Area (WMA) will be coordinated principally with the United States Army Corps of Engineers (USACE) and the Connecticut Department of Energy and Environmental Protection (CT DEEP), as the property owner and property lessee, respectively. Per the request of the Town and of the Friends of Mansfield Hollow, CL&P also will keep the Town (through Linda) and the Friends of Mansfield Hollow informed of the schedule and plans for Project construction activities in Mansfield Hollow State Park and WMA.

### Aviation Warning Lights

CL&P continues to consult with both the Federal Aviation Authority ("FAA") and the Connecticut Department of Transportation (CDOT) regarding the transmission line structures on which aviation warning lights may be required. A copy of a recent letter between CDOT and CL&P is provided in Volume 2, Attachment I of the D&M Plan. Once the aviation warning lights configuration has been determined, CL&P will determine the appropriate power source and will take the Mansfield recommendation into consideration at that time.

### Changes to the D&M Plan

CL&P will notify the Town, and affected property owner(s), of any D&M Plan changes proposed in Mansfield; however, such notification will be via a separate transmittal letter rather than through the independent Environmental Inspector reports. The Environmental Inspector reports will be prepared by the CSC's third-party Environmental Inspector and will focus on the conformance of construction to the approved D&M Plans, rather than on CL&P's proposed D&M Plan changes. CL&P will also submit Change Notices to the CSC pursuant to the process identified in the D&M Plan (Volume 1, Section 7).

### Vegetation Clearing

For Project construction, vegetation will be removed as detailed in the D&M Plan. Within the "Vegetation Clearing Limits for Construction" that are shown on the Volume 3 maps, all trees will be removed and most other vegetation (including invasive species, if present) will be cleared to allow the installation of access roads and work pads, etc. On other portions of CL&P's ROWs (outside of Project clearing limits), invasive species will not be removed as part of Project construction. Herbicides are the only effective way to control such invasive species and CL&P will not use herbicides during the construction of the Project.

### Property owners and disposition of wood:

CL&P will coordinate with affected property owners regarding the disposition of woody vegetation removed as a result of Project construction. The "Making Requests for Wood" brochure (included in Volume 1, Appendix A, Attachment 3) is provided to property owners and also is available online.

### Stone Walls

CL&P has modified the D&M Plan (Volume 1, Section 3.2) to indicate that stone walls that require particular construction treatment pursuant to landowner agreement will be identified and marked prior to construction. Volume 1, Section 3.8 (Restoration) of the D&M Plan states that stone walls affected by construction will be rebuilt by CL&P's construction contractor in accordance with permit requirements and/or landowner agreements.

## Map Sheet Comments

### Vermont Central Railroad (Volume 3, Mapsheet 7, guard structure pad)

Based on further constructability reviews conducted subsequent to the issuance of the May 2013 draft D&M Plan, CL&P reoriented the guard-structure work pad outside of the Willimantic River floodway and off the railroad property. For safety reasons during conductor stringing, the temporary guard structure cannot be shifted out of the river's 100-year floodplain. Mapsheet 7 has been updated to reflect this modification.

### Wire Pulling Pad in Wetland (Volume 3, Mapsheet 8)

Based on constructability studies, the size of this wire pulling pad has already been reduced to minimize impacts to the adjacent wetland. During construction, CL&P's contractor may re-evaluate wire pulling pad requirements and determine that this pad can be reduced further in size, or that it will not be needed. However, CL&P cannot make such a determination at this time.

### Construction work pad adjacent to Conantville Brook (Mapsheet 9)

Structure No. 49 is an angle structure, which requires a larger-than-normal work pad for safe installation. While most of this work pad is located outside of both the adjacent brook and wetland, steep slopes and potential rock ledge limit construction options for avoiding the wetland and brook altogether. CL&P located this work pad outside of the delineated limits of a vernal pool.

CL&P identified an alternate access road through wetland W20-44 and across Conantville Brook, and accounted for the impacts in its applications for water resource permits. The rationale for inclusion of the alternate option is the same as that discussed for Mapsheet 10, below.

### Alternative Access Roads and Wetland Impacts (Mapsheet 10)

The D&M Plan maps show existing, proposed, and alternate access roads. In some locations, including on Mapsheet 10, the use of an on-ROW access road would result in greater wetland impacts than the identified off-ROW option would. In such cases, the on-ROW option is shown as an alternate because the proposed off-ROW option requires property owner agreement.

CL&P is coordinating with such property owners. If agreement is obtained, the associated alternative roads could be eliminated from consideration. The affected D&M Plan maps could then be updated, and Change Notices submitted to the CSC pursuant to the process identified above.

Please feel free to contact me with any additional questions or concerns.

Sincerely,



Tony Mele  
Project Manager – Interstate Reliability Project

**In This Issue**

- Outreach
  - Teens Master Mapping at NRCA
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- Program Updates
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  - New GTP Training Class
  - Recent Awards
  - Rain Garden App



A Newsletter of the Center for Land Use Education and Research at the University of Connecticut.

# Outreach

## Teens Master Mapping

By Cary Chadwick

The second annual **Natural Resources Conservation Academy (NRCA)** was held in early July at the University of Connecticut Storrs campus. The NRCA is an innovative program in conservation and land use planning for a select group of Connecticut high school students, run out of UConn's Department of Natural Resources and the Environment. The Academy includes a comprehensive week-long field course at UConn where students from around the state are immersed in topics focused on the study and conservation of water, forests, wildlife, soils and more. What makes NRCA unique is that in addition to field notes, sampling jars and mosquito repellent, the element that ties the week's endeavors together is the almost constant presence of geospatial technology.

CLEAR Geospatial Extension Educators Cary Chadwick and Emily Wilson teach

... continued on pg 2

## Smartphones and GPS

By David Dickson

Smartphones are the swiss army knife of the digital world. They have replaced countless single-function gadgets from calculators to cameras to pagers to, um, phones! But for mapping geeks, one of the gadgets they have not quite been able to shake is the handheld GPS unit—at least until now.

The Geospatial Training Program (GTP) at UConn CLEAR, in collaboration with the Connecticut Land Conservation Council, recently developed a GPS training for land trust volunteers. The one-day training teaches participants to collect data (way-points, notes, tracks) in the field using a GPS unit, download that to a computer, and then create an online map using the collected data that they can share with the public. However, there might be a new way to collect GPS data that doesn't require a handheld unit costing hundreds of dollars.

According to the Pew Research Center, **a majority of American adults (56%) now own a smartphone; this is an increase of 20% in just the last two years.** Most smart phones today are built to include a decent GPS chip that is useful for finding the nearest



David Dickson helps a participant at the GTP training *Using GPS for Monitoring and Mapping Land Trust Holdings* use his smartphone in place of a GPS unit.

Starbucks, letting the word know where you are, and tracking your run, ride, or hike. Why not geo-referenced data collection, too?

For years, we have been scouring the app stores for the perfect navigation app that does everything a handheld GPS unit can, and maybe more. Our requirements were that it is easy to use; collects tracks, way-points, notes, and photos; exports data in a wide variety of geospatial formats; requires minimal processing to create an online map; works on iPhone and Android; and is **CHEAP!** After many downloads and numerous fits and starts, we believe we are close. As a result, GTP is solidifying plans to develop and teach a "Smartphone GPS" course some time in 2014 (funding permitting). Set a reminder on your phone to remind you to look up the GTP course offerings in the spring! ☺



## Rain Garden App

A mobile app for designing, installing, and maintaining a rain garden

Now Available for Both Android & iPhone  
nemo.uconn.edu/raingardens



PAGE  
BREAK