



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
July 25, 2016
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:00 p.m.
AGENDA**

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EXECUTIVE SESSION

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
July 11, 2016
DRAFT

Mayor Paul M. Shapiro called the regular meeting of the Mansfield Town Council to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

Recalling the incidents in Baton Rouge, Dallas and St Paul, Mayor Shapiro requested a moment of silence and reflection on one of the most difficult weeks in the nation's history.

I. ROLL CALL

Present: Keane, Kochenburger, Marcellino, Raymond, Sargent, Shaiken, Shapiro

Excused: Moran, Ryan

II. APPROVAL OF MINUTES

Mr. Shaiken moved and Ms. Keane seconded to approve the minutes of the June 21, 2016 special meeting as presented. Motion passed. Ms. Keane moved and Mr. Marcellino seconded to approve the minutes of the June 27, 2016 meeting as presented. Motion passed with Mr. Kochenburger noting that he had listened to the recording of the meeting.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Thomas Nielsen, Birchwood Heights, expressed appreciation for the proposed changes suggested by staff and the Ad Hoc Committee on Rental Regulations and Enforcement and urged their approval. Mr. Nielsen read a letter from John E. Murphy of Brown's Road, also in support of the proposed changes into the record. (Statements attached)

Jason McGarry, South Eagleville Road, spoke to the report prepared by the Director of Public Works regarding accidents in certain areas and intersections in Mansfield. Mr. McGarry requested that the Zoning Board of Appeals fee be waived in his efforts to erect a six foot protective fence on his property. (Statement attached)

Carla Kelly, Middle Turnpike, spoke in support of the work of the Ad Hoc Committee on Rental Regulations and Enforcement and urged a public hearing be promptly scheduled. (Statement attached)

Nancy Barry, Juniper Lane, thanked the Town Council and the Ad Hoc Committee on Rental Regulations and Enforcement for proposing much needed changes which will close some of the loopholes in the current ordinances. (Statement attached)

Alison Hilding, Southwood Road resident and member of the State Council of Environmental Quality but speaking as an individual, thanked and recognized Director of Planning Linda Painter for her succinct and comprehensive comments in response to the DEEP's Integrated Water Resources Management Plan. Ms. Hilding also clarified that in her comments during the June 17, 2016 meeting she was referring to businesses like a brewery which would bring water into Town only to export it as a manufactured product. She asked that the Town give some thought to the use of water in these types of facilities.

Brian Coleman, Centre Street, stated that he is speaking for tenants and their rights and questioned the practice of Town employees taking pictures of cars outside of rental units. Mr. Coleman also stated that tenants, not landlords, should be approached regarding

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inspections as it is their home and suggested that the owner occupancy in the proposed amendments be listed at 25% not 50%.

Rebecca Shafer, Echo Road, requested a temporary freeze be placed on the issuance of new rental permits and offered draft language to that effect. (Statement attached, additional submitted documentation will appear as a communication in the July 25, 2016 packet)

Bill Roe, Echo Road, expressed his appreciation for the proposed amendments noting that the Town is at a fork in the road and we can support family friendly neighborhoods or we can support business enterprises.

IV. REPORT OF THE TOWN MANAGER

In addition to his written report the Town Manager offered the following comments:

- Chief Dave Dagon will be retiring near the end of the year. Chief Dagon was the first career chief of the combined departments and has done a great job for the Town
- Staff will send out potential additional dates in August and September for a special meeting to finish setting the Council's goals.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

No reports offered.

VI. OLD BUSINESS

No old business listed.

VII. NEW BUSINESS

1. Proclamation in Honor of Dr. James Palmer

Mr. Marcellino moved and Ms. Raymond seconded, effective July 11, 2016, to authorize the Mayor to issue the attached Proclamation in Honor of Dr. James Palmer. The motion passed unanimously.

Mayor Shapiro read the proclamation. The Mayor thanked Dr. Palmer for his service and all he has done to instill the love of learning, kindness and respect, and a sense of humor in the countless number of Mansfield children who have passed through his care. Council members thanked him for his service and offered their best wishes.

Dr. Palmer stated that he was overwhelmed by the recognition and offered a proclamation of his own to the Council (proclamation attached)

2. Proposed Amendments to the Mansfield Housing Code and Related Ordinances

Mr. Shaiken moved and Ms. Keane seconded, effective July 11, 2016, to schedule a public hearing for 7:00 PM at the Town Council's regular meeting on July 25, 2016, to solicit public comment regarding the proposed amendments to the Mansfield Housing Code and related ordinances.

Council members discussed the time line for review of the proposed amendments; the impact of the effective date on fall rentals; and the need to clarify and modify identified issues.

The motion passed with Kochenburger, Marcellino, Raymond, Shaiken, and Shapiro in favor and Keane and Sargent in opposition.

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3. Mansfield/Chaplin Boundary Line
This item of business is not ready for action.

VIII. REPORTS OF COUNCIL COMMITTEES

No comments offered

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

X. PETITIONS, REQUESTS AND COMMUNICATIONS

4. Petition to Ensure the Safety of Route 6
5. Mansfield Public Library Advisory Board re: Transportation
6. T. Briggs (06/27/16)
7. A. Hilding (06/27/16)
8. N. Silander (06/21/16)
9. Tolland Fire Department re: Thank you
10. J. Carrington re: Mr. McGarry' s Traffic Concerns – the Town Manager will forward the Director of Public Works' report to DOT and request an additional review including a site visit. Staff will explore the Town's ability to waive ZBA fees.
11. M. Hart: Route 6 Petition
12. Yale Data-Driven CT Municipal Solar Scorecard 2016 - The Town Manager noted that Mansfield was ranked number 3 in the State and that efforts to promote solar installations will continue
13. The Mansfield Minute – July 2016

XI. FUTURE AGENDAS

Ms. Raymond requested that the subject of consideration of a rental permit moratorium be added to a future agenda. The following information was deemed by members to be important:

- Discussion of any case law as a result of the Hamden suit
- Concerns/caveats regarding the likelihood of prevailing given current case law
- Determination as to the proper authorizing entity PZC or Town Council
- Determination as to how long a "reasonable" moratorium could extend
- A review of the materials and information presented to Council by the public

The subject will be referred to the town attorney and the Ad Hoc Committee on Rental Regulations and Enforcement.

XII. ADJOURNMENT

Mr. Shaiken moved and Mr. Marcellino seconded to adjourn the meeting at 8:16 p.m. The motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

July 11, 2016

Town of Mansfield

Town Council

July 11, 2016

To The Members of the Town Council,

I appreciate the proposed ordinance changes the Planning and Zoning staff has put forward and the good work of the Ad Hoc Rental Committee which has been done in a non-partisan manner. There is a need to get this to a hearing to garner citizen input as soon as possible so that you (the town council) have all the information that is needed to make a lucid decision. Since the purpose of these changes is to close loopholes that are currently being used to abuse our laws, your addressing these changes promptly would be appreciated as well. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas R Nielsen", with a long horizontal flourish extending to the right.

Thomas R Nielsen

41 Birchwood HTS

Storrs, CT 06268

JOHN E MURPHY
P.O. BOX 436
199 BROWNS ROAD
MANSFIELD CENTER, CT 06250

July 11, 2016

To: Mayor Shapiro and Members of the Mansfield Town Council
Re: Proposed Changes to Zoning Ordinances

I regret that I am unable to be with you tonight. I want to thank town resident Tom Nielson for reading my letter during the meeting and for leaving it with you for inclusion in the official record. Thank you for considering my thoughts in these next five minutes.

I write to strongly support swift action on the four proposed ordinance changes proposed by Planning and Zoning staff. I appreciate the good work of the Ad Hoc Rental Committee and I am especially pleased that this has been done in a non-partisan manner. This spirit of cooperation across party lines and policy differences to find long-term sustainable solutions for the town *as a whole* is vital to any success.

The required hearing should be conducted as soon as possible, to keep momentum for this effort and maintain cooperation to resolve existing loopholes and differences in language between the building code and zoning regulations. These loopholes have been used for many years by property owners to maximize and in some cases exceed occupancy limits to make as much money as possible with little or no regard for real impacts on neighborhoods and the quality of life in our town.

These loopholes also allow local real estate services to actively promote "excellent" investment opportunities to non-local residents who may not even be aware of local concerns. Many people still do not know that over the past three years there has been a 51% increase in non-owner occupied homes. Real estate marketers know this and some have been approached to modify their sales pitches and practices with more sensitivity to resident concerns. Some have responded positively while others have been shamefully indifferent and remain focused only on their profits regardless of impacts.

Others have already documented the growth of staff levels and the student population at UConn, and that the university is accepting many more students than it can house on campus. 70% of fraternities and sororities were moved off campus years ago. The Mansfield Neighborhood Preservation Group has researched this challenge and found that it is a real and growing national issue for cities and towns of all sizes, as they struggle to accommodate the needs and demands of universities as they strive to succeed with their missions.

The short and long-term needs must be carefully balanced on both ends. We have a rare and unique opportunity before us to correct, realign and reconfigure the core relationship between UConn, our town government and residents. We can make this something positive and holistic and most important, proactive.

I know there are more policy and regulation changes being developed to address this continuing challenge and they will be offered in the months ahead. But for now, it is truly essential for the work that has been done to correct the existing loopholes be completed. We can discuss and debate the merits of future changes but the ones before you now have been the result of a great deal of work and that effort should be honored in the spirit in which it was made.

Currently one home per week is being converted to rental status by investors. This rate of change without correction only increases potential violations, damages morale among residents who are very worried about their future, and the resulting stress and tension will only make the job of the Council even more difficult.

I close with a reminder from the Mansfield Tomorrow planning document, which was developed by the whole town a few years ago. One of the identified Top 4 goals speaks loudly to us today:

Support Neighborhoods: The continued conversion of single-family homes into rental units, particularly in neighborhoods near UConn and ECSU where there are large student populations, is a significant concern for the long-term health of these neighborhoods.

As a 30+ year resident and local media producer I have covered these issues and I am very impressed with the good intentions and hopes of many citizens who share a common concern and purpose. It is still largely non-partisan and should not be polluted by further delay, lack of candor and disclosure, and potential manipulation by parties with personal interests. I hope you agree and will act now to support the proposed ordinance changes. These small steps will make a huge difference to the final results.

Thank you for your consideration and I wish you Godspeed in your good work!

John

I was glad to see that Mr. Carrington, Director of Public Works, conducted a report concerning accidents in the area and intersections in Storrs. In reading the report that will be presented during tonight's meeting I noted that there are certain important facts excluded concerning the data. The information does not solve the problem concerning the safety of my wife and four children and other residents due to the increase in traffic, and problems associated with the intersection.

The results of the analysis of the spread sheet concerning major intersections, ranking worst to best, does show the intersection where my house, and my neighbor's house is ranked 4th. Although this would negate the necessity of the severity of the intersection of routes 32 and 275 due to being ranked fourth, the report does not take into account that the intersections ranked 1-3, 5-6 on the spreadsheet have one aspect in common. The property on intersections 1-3, 5-6 are either UConn, town, or commercially owned. The intersection 32/275 has residential property with the property line/house on the intersection. No data was presented with the Norwich location in regards to proximity of private residential inhabited houses at the intersection. Also, no information was provided whether vehicles left the road and crashed into property in all the other intersections. Noted in the report was the March 28th Town Manager's Report concerning the ConnDOT summary, that since that summary, another vehicle ran off the road into my neighbor's property, making three vehicles, in three years' time. Currently, my family, friends, and I keep counting the accidents with the hopes we will reach the number that warrants action.

Last week I contacted the Town of Lebanon first selectman, Ms. Besty Petrie, concerning a property in Lebanon where the town installed a guard rail for a residential property on a corner, 123 Madley Road (picture submitted). I was told that at first rocks were placed on the corner of the home by the owner, but vehicles crashed over the rocks. Later, the town installed a guard rail, and the owner also installed wood poles with a wire grated fence.

The Town of Mansfield was presented a similar situation in West Hartford in regards to a property on a corner. I noted using rocks which would cost me money, which was recommended to me by the past Planning and Zoning Official, Curt Hirsch. Mr. Hart recommended at one town meeting that I don't use rocks. In both the West Hartford and Lebanon's situations, the towns physically addressed the situation. These towns had the courage to overcome the caution presented in the Town of Mansfield's report of creating a "precedent and potentially expose the Town to liability." What has been given to me, my family, and neighborhood for the last three years, continued conversations and monitoring, no physical action. Although The Town of Mansfield does not want to "make improvements" to private property, it has no problem dictating to private property owners what they can or cannot do. The town, ConnDOT, and State need to stop passing the buck, and take action.

Today I received from Planning and Zoning Director Ms. Mullen, paperwork to present to the ZBA, the only one possible quality of life change for myself and my family is installing a six foot fence. The variance would cost me \$480.00 of my own money, not counting the money for me to install the fence, and the fact the variance could be denied. I believe the town should waive this fee due to the money and time I have spent these past three years being denied physical support. The fence would give privacy and some better perception of the corner for motorists. Although my kids play in the front and backyard, they do so with the risk of a vehicle crashing in either, since this has happened before.

Submitted by Jason McGarry 7/11/2016

The town and ConnDOT, UConn, and in a larger sense, State of Connecticut, could resolve this problem for all involved. The State of Connecticut could purchase my property, and possibly my neighbor's property. In fact, last year the state had to purchase some of my property on the corner due to the fact that for over fifty years they had encroached with signs and the traffic signal. UConn, owned by the State of Connecticut, once owned my property and neighbor's property.

The intersections that are closest to UConn, similar to mine, are much larger in area. In fact, intersection 32/275 is the smallest intersection to make up the square that encompasses the body of the other three intersections around UConn. The town already owns the corner associated with the area that was once was part of the Joshua Trust, which, is currently difficult for motorist to see around the corner due to the WW2 Eagleville Monument and shrubs. If the state bought the two residential properties on the intersection, they could increase the area of the intersection to match the others. With the yearly increase of UConn in the area and students (500 more students a year), the Downtown Partnership, the installation of the double lane bridge between Eagleville and Coventry (and possibly a two lane road under the railroad trestle in the future), the changes would facilitate the changes in the area. More importantly, the threat of vehicle crashes to private residential property would be eliminated.

I want to thank Mr. Hart and Mr. Carrington for replying to my last e-mail concerning the most recent two crashes. Also to Ms. Raymond, who expressed concern.

"The Rental Committee has been doing great work to make some much needed changes to the existing ordinances that are in the Packet this week and we appreciate all of your work to make this happen. We know it is tedious and we sincerely appreciate that our neighborhoods are being taken into consideration.

This is a bi-partisan issue, affecting all of our neighborhoods. We are happy to see some changes finally being made and we thank you for that. Please get this to a public hearing, or whatever needs to be done, so that you can finalize these changes and close the loopholes we have all been living with as our neighborhoods are eroded by those who take advantage of any lack of coordination they find between our zoning and our housing regulations."

Meeting July 11 - 7:00

I have been watching the meetings online and want to thank you for your hard work, and all the work the Rental Committee has been doing. The 4 ordinance changes in the packet are excellent, and much needed. Thank you for moving forward swiftly so we can finally get these loopholes closed. It is very important for our neighborhoods that our regulations not be abused any longer. Thank you very much.

Nancy Barry
14 Juniper Ln
Mansfield Ctr.

MANSFIELD NEIGHBORHOOD PRESERVATION

To: Mansfield Town Council
From: Rebecca Shafer and Bill Roe, Mansfield Neighborhood Preservation Group
Date: July 11, 2016
Re: Temporary Freeze on New Rental Permit Issuance

Tonight, I am going to ask you to put in place a temporary freeze on new Rental Permits while the Town considers its options. Something needs to be done NOW, so the problem does not worsen while the recommendations of the Ad Hoc Rental Committee, Planning & Zoning Committee and Town Staff can be developed and considered.

The numbers of houses that are converting to rentals is now available to us online as a result of changes in procedures the PZ/Housing Depts. have made. Thank you, Matt for directing them to make these changes.

Since we began looking into this in early fall 2015, approximately **50 more homes** have become rentals. That exceeds even the number anticipated in Cindi's projections for NextGenCT (attached). In the past 3 years, there has been a **51.6% increase** in the number of homes turned into rentals.

Since January of this year, on average, **1 home per week** is being converted to a rental. This was one of the top concerns in Mansfield Tomorrow (attached) and two of the Measures of Effectiveness specifically mention this (attached).

These conversions are a **permanent change** to our neighborhoods. CT is one of the two states (CT and Kansas) that do not automatically extinguish a grandfathered use when a property is sold or the use is discontinued; thus, once a house becomes a rental the only way it will again be a non-rental is if the owner *affirmatively* gives up the right to use it as a rental. [The right to a nonconforming use is a property right and . . . any provision of a statute or ordinance which takes away that right in an unreasonable manner, or in a manner not grounded on the public welfare, is invalid.] *Petruzzi v. Zoning Board of Appeals*, 176 Conn. 479, 483-84, 408 A.2d 243 (1979). Vine and Verrillo.

Hamden (CT) instituted a temporary freeze in new rental permits (attached) and then extended it for 2 additional months while they made changes to their regulations, and other towns have also done this. As long as the length is reasonable (one year or less) towns have an unfettered right to institute moratoriums to consider new regs. We need to do this to stop the reduction of our property values and the erosion of our neighborhoods house-by-house every week.

I have attached a draft resolution. Would the council please consider the negative impact this is having on the community and take this **temporary action** while the committees have time to act.

Mansfield Code of Ordinances §130-35, Chapter 9 Rental Certification & Inspections

Add

Section 901.7 – Temporary Moratorium on the Issuance of Rental Certifications

In order to allow adequate time for the Town of Mansfield to assess, review, and amend its regulations and codes affecting rental housing and the adequacy thereof to protect the health, safety and general welfare of the town, and notwithstanding sections 901.1, 901.2 above, there shall be an immediate temporary one year moratorium on the issuance of new rental certification permits.

This moratorium applies to all new permits for rental certification under sections 901.1 and 901.2 of Chapter 9 of §130-35 of the Mansfield Code of Ordinances.

This moratorium does not apply to renewals of existing rental certifications.

This moratorium may be lifted prior to the one year period by amendment to the Mansfield Code of Ordinances.



Proclamation

Town of Mansfield, Connecticut

WHEREAS, Dr. James "Jim" Palmer has retired after a distinguished career in education, beginning as a teacher at the Mansfield Middle School in 1974 and serving as the principal of Vinton Elementary School for the last 31 years; and

WHEREAS, Dr. Palmer's passion for education is evident and heartfelt, given the strong rapport he has developed with his students, teachers, and the larger Mansfield community; and

WHEREAS, Dr. Palmer is also known for his wit and encyclopedic knowledge of the community, the district, and issues important to his students; and

WHEREAS, Dr. Palmer has helped to educate generations of Mansfield residents, and his dedication and service are an inspiration to all.

NOW, THEREFORE, BE IT PROCLAIMED that the Town of Mansfield does hereby extend to Dr. James Palmer its heartfelt congratulations and thanks for a lifetime of service to our community.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Mansfield to be affixed on this July 11th in the year 2016.

Paul M. Shapiro, Mayor
Town of Mansfield
July 11, 2016

WHEREAS THE MANSFIELD TOWN COUNCIL
HAS LONG SUPPORTED OUR SCHOOLS
THROUGH BOTH SUNNY AND CLOUDY
WEATHER, AND

WHEREAS, THE GOOD PEOPLE OF THIS
COMMUNITY HAVE ALWAYS APPRECIATED
AND ENCOURAGED THE DEDICATED
SERVICE OF MANSFIELD'S EDUCATORS
WHICH HAS CONTINUED TO FOSTER
INSPIRED TEACHING AND LEADERSHIP FOR
GENERATIONS OF STUDENTS AND FAMILIES.

I THEREFORE HUMBLY AND GRATEFULLY
ACCEPT THIS PROCLAMATION ON BEHALF
OF ALL THE STAFF MEMBERS I HAVE
HAD THE PRIVILEGE TO WORK WITH
THROUGHOUT THESE MANY YEARS IN
THE WONDERFUL TOWN OF MANSFIELD.

PUBLIC HEARING
TOWN OF MANSFIELD
July 25, 2016

The Mansfield Town Council will hold a public hearing in the Council Chamber of the Audrey P. Beck Building, 4 South Eagleville Road, at 7:00 PM on July 25, 2016 to solicit public comments concerning proposed amendments to the Mansfield Housing Code and related ordinances.

At this hearing persons may address the Town Council and written communications may be received. A copy of the draft is available for review in the Town Clerk's office, the Mansfield Library, and is posted on the Town's website (mansfieldct.gov).

Dated at Mansfield Connecticut this 12th day of July 2016.

Mary Stanton, Town Clerk

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Michael Nintean, Director Building & Housing Inspection; Linda Painter, Director of Planning and Development
Date: July 25, 2016
Re: Proposed Amendments to the Mansfield Housing Code and Related Ordinances

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed amendments to the Mansfield Housing Code and related ordinances. This item has been placed on the Council's agenda as old business to allow the Council to debrief the public hearing, and to take action if desired.

As you will recall, staff has been working with the Ad Hoc Committee on Rental Regulations and Enforcement to review and to update various provisions within the Town's housing code and related ordinances. The Committee has voted to send the attached draft language for consideration and possible action by the Town Council.

The objectives of the proposed amendments are to accomplish the following:

- The amendments to the Section 901.1 of the Housing Code and Section 152-4 of the Landlord Registration Ordinance would ensure that the definition of an owner-occupied dwelling is consistent with the most stringent provisions as presently codified in the Mansfield Off Street Parking Ordinance. This change would eliminate the current loophole that exempts certain rental properties from landlord registration and certificate requirements when a small percentage of the property is transferred into the name of someone residing in the unit (such as 1%) or when an officer of the LLC holding title to the property resides in the unit.
- The amendment to Section 901.2 of the Housing Code would require a dwelling unit to be in compliance with all pertinent laws, ordinances and regulations prior to the issuance of a rental certificate. This would give staff the ability to hold a certificate and for fines to accrue if the subject unit meets the requirements of the Housing code but is not in compliance with other regulations such as zoning, health, fire, building, etc.

- The amendment to Section 404.5 of the Housing Code would delete the current overcrowding provision in the code and replace the language in its entirety to be consistent with the current Mansfield Zoning Regulations. This would allow housing certificates to be revoked for noncompliance and fines to accrue at a rate of \$100 per day until the zoning violation is corrected. Please be aware that while this step would add tools to achieve compliance it remains challenging to prove overcrowding and a violation of this provision of the Zoning Regulations. The current method of monitoring and counting cars is imperfect.

As a reminder, Chapter 130 of the Mansfield Code adopts the International Property Maintenance Code (2003 edition) to serve as the Town's Housing Code, with local modifications.

Financial Impact

Other than a minor increase in certification fees collected from currently exempt properties, there should be little to no financial impact if the proposed changes are enacted.

Recommendation

Rule 6(d) of the Council Rules of Procedure provides that the Town Council may not amend, adopt or reject a proposed ordinance on the day the first public hearing is convened. The Council may suspend the rule by a majority vote.

Staff believes the proposed amendments would achieve the objectives articulated by the Ad Hoc Committee.

If the Town Council wishes to adopt the amendments, the following motion is in order:

Move, effective July 25, 2016, to approve the proposed amendments to the Mansfield Housing Code and related ordinances, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

Attachments

- 1) Chapter 130, Section 901 of the Housing Code (**blackline** and clean copy)
- 2) Chapter 152. Rental Property (**blackline** and clean copy)
- 3) Chapter 130, Section 404 of the Housing Code (**blackline** and clean copy)

Chapter 130. Housing Code

Article II. Amendments to Code

§ 130-35. Chapter 9, Rental Certification and Inspections.

[Amended 3-26-2007, effective 4-20-2007; 10-14-2014, effective 11-7-2014]

Add CHAPTER 9, RENTAL CERTIFICATION AND INSPECTIONS:

**SECTION 901
CERTIFICATION**

Findings. The Town Council of the Town of Mansfield finds that inadequate maintenance of residential rental property within the community is a detriment to the public welfare, health and safety.

901.1 Scope. No owner, agent or person in charge of a residential rental housing unit offered for rent within the Town of Mansfield shall allow any person to occupy the same as a tenant or lessee for a valuable consideration, unless the owner, agent or person in charge holds a valid certificate of compliance issued by the Code Official for the specific housing unit.

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

1. Age-restricted to persons aged 55 and older.
2. Owned by the Mansfield Housing Authority.
3. Owned by the State of Connecticut. This exception shall not include those dwellings or dwelling units located within the Town of Mansfield that are owned by an entity leasing real property from the State of Connecticut.
4. Newly constructed housing units for the first five years after issuance of an initial certificate of occupancy by the Town of Mansfield Building Department.
5. Housing units in any building consisting of not more than four units, ~~one of which is where the owner's primary place of residence in which he or she remains for more than half of the calendar year.~~ resides at least 6 months per calendar year. Owner is defined as that individual owning at least a 50% fee simple interest in said property. To qualify for this exemption, any such owner-occupant must be the record owner of a minimum 50% fee simple interest in said residential rental property in his or her personal individual capacity only.
6. Single-family dwelling units rented or leased for a period not to exceed one year when the original owner occupant will return to that unit as his or her primary residence at the end of the rental term or lease.
7. Single-family dwelling units sold and rented or leased by the buyer to the seller as a condition of the sale to provide the seller with extended occupancy for a period not to exceed one year.

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

Term of Certificate: Every rental certificate of compliance shall expire pursuant to the date set forth within the implementation schedule. The fee for a certificate of compliance shall be \$150 for the two-year period established pursuant to the schedule.

901.2 Conditions for issuance of certificates. Upon request of the owner, agent or other person authorized to rent a dwelling unit (hereinafter referred to as the "applicant"), the Code Official will be available at an appointed time, within a reasonable amount of time, agreed upon by the Code Official and the applicant, or later if the applicant requests, to inspect such dwelling or dwelling unit. If such inspection or reports provided to the Code Official pursuant to 130-10 establishes that the dwelling or dwelling unit is in substantial compliance with this code and any other applicable law, regulation or code, the Code Official shall issue a certificate of compliance for said dwelling or dwelling unit, provided that all fees or other assessments charged against the dwelling or dwelling unit pursuant to this Housing Code have been paid. One copy of the certificate of compliance shall be handed to or sent by mail to the applicant; a second copy shall be posted by the owner or his/her designated agent in a conspicuous location inside the dwelling or dwelling unit for the information of the tenant and shall not be removed by or at the direction of anyone other than the tenant; and a third copy shall be kept on file in the Code Official's office. After the issuance of a certificate, if, upon reinspection or receipt of reports provided to the Code Official pursuant to Section 130-10 pursuant to this code it is determined by the Code Official that the dwelling or dwelling unit is no longer in substantial compliance with this code or any other applicable law, regulation or code, the certificate may be revoked by the Code Official in a writing stating the reasons for the revocation.

Chapter 130. Housing Code

Article II. Amendments to Code

§ 130-35. Chapter 9, Rental Certification and Inspections.

[Amended 3-26-2007, effective 4-20-2007; 10-14-2014, effective 11-7-2014]

Add CHAPTER 9, RENTAL CERTIFICATION AND INSPECTIONS:

**SECTION 901
CERTIFICATION**

Findings. The Town Council of the Town of Mansfield finds that inadequate maintenance of residential rental property within the community is a detriment to the public welfare, health and safety.

901.1 Scope. No owner, agent or person in charge of a residential rental housing unit offered for rent within the Town of Mansfield shall allow any person to occupy the same as a tenant or lessee for a valuable consideration, unless the owner, agent or person in charge holds a valid certificate of compliance issued by the Code Official for the specific housing unit.

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

1. Age-restricted to persons aged 55 and older.
2. Owned by the Mansfield Housing Authority.
3. Owned by the State of Connecticut. This exception shall not include those dwellings or dwelling units located within the Town of Mansfield that are owned by an entity leasing real property from the State of Connecticut.
4. Newly constructed housing units for the first five years after issuance of an initial certificate of occupancy by the Town of Mansfield Building Department.
5. Housing units in any building consisting of not more than four units, where the owner resides at least 6 months per calendar year. Owner is defined as that individual owning at least a 50% fee simple interest in said property. To qualify for this exemption, any such owner-occupant must be the record owner of a minimum 50% fee simple interest in said residential rental property in his or her personal individual capacity only.
6. Single-family dwelling units rented or leased for a period not to exceed one year when the original owner occupant will return to that unit as his or her primary residence at the end of the rental term or lease.
7. Single-family dwelling units sold and rented or leased by the buyer to the seller as a condition of the sale to provide the seller with extended occupancy for a period not to exceed one year.

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

Term of Certificate: Every rental certificate of compliance shall expire pursuant to the date set forth within the implementation schedule. The fee for a certificate of compliance shall be \$150 for the two-year period established pursuant to the schedule.

901.2 Conditions for issuance of certificates. Upon request of the owner, agent or other person authorized to rent a dwelling unit (hereinafter referred to as the "applicant"), the Code Official will be available at an appointed time, within a reasonable amount of time, agreed upon by the Code Official and the applicant, or later if the applicant requests, to inspect such dwelling or dwelling unit. If such inspection or reports provided to the Code Official pursuant to 130-10 establishes that the dwelling or dwelling unit is in substantial compliance with this code and any other applicable law, regulation or code, the Code Official shall issue a certificate of compliance for said dwelling or dwelling unit, provided that all fees or other assessments charged against the dwelling or dwelling unit pursuant to this Housing Code have been paid. One copy of the certificate of compliance shall be handed to or sent by mail to the applicant; a second copy shall be posted by the owner or his/her designated agent in a conspicuous location inside the dwelling or dwelling unit for the information of the tenant and shall not be removed by or at the direction of anyone other than the tenant; and a third copy shall be kept on file in the Code Official's office. After the issuance of a certificate, if, upon reinspection or receipt of reports provided to the Code Official pursuant to Section 130-10 it is determined by the Code Official that the dwelling or dwelling unit is no longer in substantial compliance with this code or any other applicable law, regulation or code, the certificate may be revoked by the Code Official in a writing stating the reasons for the revocation.

Chapter 152. Rental Property

Article I. Landlord Registration

§ 152-4. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ADDRESS

A location as described by the full street number, if any, the street name, the city or town, and the state, and not a mailing address such as a post office box.

AGENT IN CHARGE

One who manages real estate, including, but not limited to, the collection of rents and supervision of property.

NONRESIDENT OWNER

Of a residential rental housing unit means any owner of such said property who does not reside onsite or does not own at least a 50% interest fee simple in his individual capacity, in any such unit or its associated premises, which is owned by her or him. Any owner-occupant who is not the record owner of a minimum of 50% fee simple interest in said residential rental property in his or her personal individual capacity shall also be considered a non-resident owner for the purposes of this article.

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Chapter 130. Housing Code

Article II. Amendments to Code

§ 130-25. Section 404, Occupancy Limits.

SECTION 404, OCCUPANCY LIMITS, is amended as follows:

- A. 404.1 Privacy. Dwelling units, housekeeping units, rooming units and apartment units shall be arranged to provide privacy and be separate from other adjoining spaces.
- B. 404.5 Overcrowding. The maximum occupancy by unrelated individuals in a dwelling unit shall be as provided in the Mansfield Zoning Regulations, as may be amended.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Kelly Lyman, Superintendent, MBOE; Bruce Silva, Superintendent, Region 19; Cherie Trahan, Director of Finance; Jaime Russell, Director of Information Technology
Date: July 25, 2016
Re: Agreement between the Town of Mansfield, the Mansfield Board of Education and the Regional School District No. 19 Board of Education for Employee Benefits, Financial Management, Information Technology and Risk Management Services

Subject Matter/Background

On June 13, 2016, the Town Council reviewed the proposed three-year successor Agreement between the Town of Mansfield, the Mansfield Board of Education and the Regional School District No. 19 Board of Education for Employee Benefits, Financial Management, Information Technology, and Risk Management Services. The Council requested additional information regarding the impact of the new cost sharing methodology.

Financial Impact

Attached is a memo from the Director of Finance identifying the shared costs included in the FY 2016/17 budget compared to the costs identified under the new methodology. The proposed workload allocation would result in an increase to the Mansfield Board of Education of \$55,466 and a decrease to the Town of \$56,633. The new allocation also includes changes in cost for other agencies receiving service from the Town, including the Eastern Highlands Health District, the Mansfield Discovery Depot, and the Mansfield Downtown Partnership. In these cases, the Town would need to modify the existing operating agreements with these agencies to implement these changes. Assuming all these changes were implemented, the Town would see an overall reduction of \$1,167 for FY17. Staff will discuss with the Finance Committee the various options to implement the new allocation.

Recommendation

At this point, staff recommends that the Town Council authorize me to execute the proposed agreement between the Town and the two boards of education. We believe the proposed agreement is fair to all parties and it is acceptable to the boards.

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

Move, effective July 25, 2016, to authorize the Town Manager to execute the Agreement between the Town of Mansfield, the Mansfield Board of Education and the Regional School District No. 19 Board of Education for Employee Benefits, Financial Management, Information Technology and Risk Management Services, for a term beginning on July 1, 2016 and expiring on June 30, 2019.

Attachments

- 1) Proposed Shared Services Agreement
- 2) C. Trahan re: Shared Services Cost Allocation
- 3) Expiring Shared Services Agreement



Town of Mansfield Department of Finance

To: Matt Hart, Town Manager
From: Cherie Trahan, Director
Date: July 18, 2016
Re: Shared Services Cost Allocation

As you know, the Shared Services agreement effective July 1, 2016 changes the method of cost sharing for shared finance and information technology services from flat amount direct charges to a percentage allocation based on workload share.

The following table reflects what the impact of this change would be for FY 16/17 for the partners and funds that are serviced. Please note that this change is not scheduled to take effect until FY 17/18. However, FY 16/17 budgets were used to prepare this comparison so that all parties would be aware of the extent of the impact before we begin budgeting for FY 17/18.

A few important points to note regarding the shift in costs:

1. The cost to the Board of Education for financial and information technology services would increase by \$55,466. The cost to the Town for their share of the workload would decrease by \$56,633. A net overall cost reduction to Mansfield taxpayers of \$1,167.
2. The workload analysis was performed independently and was not done based on current payments. The attached comparison reflects the following percentage allocations:

	Financial Services	Information Technology
Board of Ed	23.0%	27.5%
Town	50.1%	50.0%
Region 19	20.5%	18.0%
Other Agencies	6.4%	4.5%

3. This allocation reflects charging other agencies for their share of financial and information technology services provided to them. Not all agencies paid for services in the past, therefore new agreements will need to be negotiated by the town to assess these charges.
4. The original analysis done in FY 13/14 reflected that the Mansfield Board was undercharged approximately \$42,000.
5. Approximately 5 – 6 years ago, the IDEA grant was reduced and therefore, a portion the finance salaries that the grant was to cover was reduced (approximately \$25,000). In order to make up the difference, a larger portion of finance salaries was covered by the Solid Waste Fund.

6. The shift in costs to the Board of Education is offset completely by a reduction in Town costs. Since there is no impact on taxpayers, I recommend we discuss with the Town Finance Committee a budget adjustment in FY16/17 to reflect this shift. In other words, increasing the Board budget and decreasing the Town budget to shift the costs in the current year. This will avoid the appearance of artificial increases or decreases in the FY 17/18 budgets. There are no actual increased costs to the town as a whole, simply a reallocation.

Partner	Per FY 16/17 Budget	Per % Allocation	Increase/ (Decrease)
Town - Finance	\$ 455,815	\$ 442,003	\$ (13,812)
Town - IT	421,684	378,863	(42,821)
Net Town Apportionment	877,499	820,866	(56,633)
Board - Finance	151,511	202,916	51,405
Board - IT	204,313	208,374	4,061
Net Board Apportionment	355,824	411,290	55,466
Region 19 - Finance	183,567	180,859	(2,708)
Region 19 - IT	121,236	136,390	15,154
Net R19 Apportionment	304,803	317,249	12,446
Eastern Highlands - Finance	35,030	44,994	9,964
Eastern Highlands - IT	171	11,366	11,195
Net EHHD Apportionment	35,201	56,360	21,159
Solid Waste Fund - Finance	53,679	2,647	(51,032)
Solid Waste Fund - IT	10,000	7,577	(2,423)
Net SWF Apportionment	63,679	10,224	(53,455)
Downtown Partnership - Finance	333	2,647	2,314
Downtown Partnership - IT	40	7,577	7,537
Net MDP Apportionment	373	10,224	9,851
Discovery Depot - Finance	2,307	6,176	3,869
Discovery Depot - IT	280	7,577	7,297
Net MDD Apportionment	2,587	13,753	11,166
Total Finance	882,242	882,242	-
Total IT	757,724	757,724	-
Total	1,639,966	1,639,966	-

Agreement between the Town of Mansfield,
the Mansfield Board of Education and
the Regional School District No. 19 Board of Education
for Employee Benefits, Financial Management,
Information Technology and Risk Management Services
6/13/16 draft

This Agreement made this _____ day of _____, 20__ by and between the Town of Mansfield (hereinafter referred to as the "Town"), the Mansfield Board of Education (hereinafter referred to as the "Mansfield Board") and the Regional School District No. 19 Board of Education (hereinafter referred to as the "R-19 Board"), collectively referred to as the "Parties."

Whereas, the Town, the Mansfield Board and the R-19 Board share certain employee benefits, financial management, information technology and risk management services;

Whereas, the Parties collectively have the necessary staffing, equipment and materials to undertake these activities; and

Whereas, to the extent that this Agreement is entered into by and between the Mansfield Board and the R-19 Board, such boards of education enter into such Agreement in accordance with the provisions of Connecticut General Statutes §10-158a.

Now, therefore, the parties do mutually agree as follows:

I. Employee Benefits and Risk Management

- A. The Town, working through its Town Manager and his/her designee (e.g. Assistant Town Manager), shall perform and carry out in a satisfactory and proper manner a scope of activities acceptable to the Parties, for the purpose of providing to the Mansfield Board and the R-19 Board the employee benefits and risk management services described in this Agreement.
- B. Upon request, the Town shall provide the Mansfield Board and the R-19 Board with employee benefits services that assist in supporting the existing Mansfield Board and R-19 Board staff in the following areas:
- Collective bargaining as it relates to employee benefits
 - Employee wellness programming
 - Flexible benefits plan administration
 - Government Accounting Standards Board (GASB) 45 compliance, including coordination of Other Post-Employment Benefits (OPEB) actuarial analysis on biannual basis
 - Health insurance plan administration
 - Life insurance plan administration
 - Optional retirement plan administration (e.g. 457 plans, Roth IRA plans, 403b plans)
 - Other employee benefits issues as needed

- C. Town shall provide the Mansfield Board and the R-19 Board with risk management services that assist in supporting the existing Mansfield Board and R-19 Board staff in the following areas:
- Occupational health & safety administration
 - Liability, automobile and property insurance (LAP) plan administration
 - Workers compensation administration
 - Other related services
- D. It is recognized by the Parties that the Town Manager and his/her designee has the authority on questions dealing with the implementation of flexible benefits plans, health insurance pool and plans, and life insurance plans.

II. Financial Management

- A. The Town, working through its Director of Finance, shall perform and carry out in a satisfactory and proper manner a scope of activities acceptable to the Parties, for the purpose of providing to the Mansfield Board and the R-19 Board the financial management services described in this Agreement.
- B. The Director of Finance shall serve as the Business Manager for the Mansfield Board and R-19 Board, on the basis of shared services with the Town. As the Business Manager, the Director of Finance shall perform for the Mansfield Board and the R-19 Board such services as described in the job description attached hereto, or as requested by either Superintendent of Schools with the approval of the Town Manager. The attached job description may be amended from time-to-time by the Town Manager, in consultation with the Superintendents.
- C. The Town shall provide the Mansfield Board and the R-19 Board with the following financial management services:
- An automated cash disbursement system, which shall provide for a systematic paying of bills
 - An automated cash receipts system, which will systematically record the receipt of cash
 - A fully operational payroll system, including all necessary federal and state reporting
 - Accounting and bookkeeping services, with monthly trial balance preparation for all funds and account groups
 - An automated budget package for all funds
 - Prepare computer-generated financial reports for all funds in the same form as currently provided. Any changes in form shall be mutually agreed to by the Parties.
 - Prepare a Comprehensive Annual Financial Report (CAFR) in accordance with Generally Accepted Accounting Principles (GAAP)
 - Prepare monthly, quarterly and annual financial reports as needed
 - Prepare the ED-001, ED-141, and other miscellaneous financial reporting as required for submission to the Connecticut Department of Education
 - Pursuant to a Memorandum of Understanding (see attached) between the R-19 Board and the Edwin O. Smith Foundation, Inc., provide financial management services to the Foundation as enumerated in the MOU

- D. It is recognized by the Parties that the Director of Finance and his/her designee has the authority on questions dealing with the design and the implementation of the Financial Management System. Should there be changes to the Financial Management System requiring additional budget expenditures, such changes shall be presented by the Director of Finance to the Town Manager for approval prior to proceeding with the same.
- E. It is recognized by the Parties that the Director of Finance and his/her designee has the authority to act as the Purchasing Agent for the Mansfield Board and R-19 Board in accordance with the Town's Financial Policies and Procedures.
- F. It is understood by the Parties that the Town shall provide financial management services to the Mansfield Board and R-19 Board in strict accordance with the provisions of the Town's Financial Policies and Procedures. The Town recognizes the authority of the Boards of Education to adjust and to administer their respective adopted budgets, pursuant to state law. As a condition of receiving the scope of services outlined in this Agreement, the Mansfield Board and the R-19 Board shall adopt Financial Management Policies that are consistent with the Financial Policies and Procedures promulgated by the Town.
- G. It is recognized by the Parties that the Director of Finance and his/her designee has the authority to enforce all provisions of the Town's Financial Policies and Procedures and that the Director of Finance shall report significant instances of non-compliance to the Town Manager and the Superintendents.

III. Information Technology

- A. The Parties shall share the services of one consolidated Department of Information Technology, headed by the Director of Information Technology. Each Party employs various information technology staff at various locations. The Director is presently an employee of the Mansfield Board and shall have the authority to coordinate and to direct the activity of all information technology personnel at all locations insofar as their activities directly impact the integration of technology into the curriculum and the use of technology in support of the overall operations of the Town or either school district.

There are presently four employees that comprise the "Shared Services Unit" of the Department:

- Director of Information Technology
- Network Administrator (2)
- Information Technology Specialist

The Parties recognize that management may modify the composition of the Shared Services Unit, based on the overall needs of the Department of Information Technology.

- B. The Shared Services Unit of the Department of Information Technology shall provide the Parties with the following services:
- Network management (WAN / LAN) services
 - Telecommunications management services

- Fiber and Internet connectivity links
- Hosting and maintenance of shared systems and databases
- System usage and overall network health and security aspects
- Other services and technological support that are requested by the R-19 Superintendent and are acceptable to the Town and the Mansfield Board, as applicable.

IV. Term

- A. The initial term of this Agreement shall commence on July 1, 2016 and shall expire on June 30, 2019.
- B. The Parties shall have the ability to negotiate subsequent terms of this Agreement, subject to approval of their respective governing bodies.

V. Cost Sharing

- A. *Annual Budget Process.* At the beginning of each budget season, the principals from each of the Parties shall meet to discuss anticipated revenues and expenditures, and the cost sharing allocations related to the services provided pursuant to this Agreement. Annual revenues and expenditures for each of the Parties shall be established during the annual budget process and specified in each Party's annual operating budget. The principals, by consent of all three Parties, shall have the authority to make modest adjustments ($\pm 3\%$) to the cost sharing allocations outlined in this section. More significant adjustments to the cost sharing allocations shall require an amendment to this Agreement.
- B. *Management Services Fund.* The Town shall maintain a Management Services Fund as an internal service fund to account for revenues and expenditures related to the financial management and information technology services provided for under the Agreement. The Parties acknowledge that the Town shall also use the Management Services Fund to account for other municipal service activities (e.g. copiers; energy management).
- C. *Payment Schedule.* The Town shall bill the R-19 Board for the financial management and information technology services provided under this Agreement in quarterly installments, which shall be paid by the R-19 Board within 30 days of the receipt of the Town's invoice. The Town and the Mansfield Board shall make payments for services received under this Agreement, via their annual operating budgets.
- D. *Employee Benefits/Risk Management.* The Parties agree that one-half of the Assistant Town Manager's salary shall be funded from the Health Insurance Fund and that such cost shall be included in the calculation of health insurance premiums. Health insurance premiums shall be adjusted on a fiscal year basis as agreed to by the Parties.
- E. *Financial Management.* For FY 2016/17, the Town agrees to provide to the R-19 Board the financial management services described in this Agreement for an annual fee of \$99,430. For FY 2016/17, the Town and the Mansfield Board shall contribute \$276,890 and \$130,150, respectively, towards the cost of financial management services outlined in this Agreement. Beginning in FY 2017/18, the Parties shall allocate costs based upon the

percentage of the operating budget and related capital expenditures attributable to the services provided to each Party.

Beginning in FY 2017/18, the cost sharing arrangement between the Parties shall be allocated as follows:*

- Town – 50% of annual Finance Department expenditures
- Mansfield Board – 25% of annual Finance Department expenditures
- R-19 Board - 20% of annual Finance Department expenditures

(*5% of annual Finance Department expenditures billed to Eastern Highlands Health District via a separate agreement)

- F. *Information Technology.* For FY 2016/17, the Town and the Mansfield Board agree to provide to the R-19 Board the information technology services provided by the Shared Services Unit and described in this Agreement for an annual fee of \$118,110 paid to the Town in quarterly installments by the R-19 Board within 30 days of the receipt of the Town's invoice. For FY 2016/17, the Town and the Mansfield Board shall contribute \$333,850 and \$171,290, respectively, towards the cost of the Shared Services Unit. Beginning in FY 2017/18, the Parties shall allocate costs based upon the percentage of the operating budget and related capital expenditures attributable to the services provided to each Party.

Beginning in FY 2017/18, the cost sharing arrangement between the Parties shall be allocated as follows:

- Town – 50% of annual Shared Services Unit expenditures
- Mansfield Board – 30% of annual Shared Services Unit expenditures
- R-19 Board – 20% of annual Shared Services Unit expenditures

VI. Termination for Cause or Convenience

Any of the Parties may terminate this Agreement at the end of any given fiscal year. However, notice of such intent to terminate must be given in writing to all Parties to this Agreement at least 120 days prior to the end of the fiscal year so that other service arrangements may be made within fiscal budgetary time constraints.

VII. Changes/Amendments

The Parties may, from time to time, require changes in the scope of services of this Agreement. Such changes, including any increase or decrease in the amount of compensation paid to any Party that is agreed upon by and between the Parties shall be incorporated in written amendments to this contract.

VIII. Insurance

For each year of the two year contract, the Parties will supply each other with a *Certificate of Insurance* indicating proof of liability insurance coverage in effect for each fiscal year in the amount of at least two million dollars (\$2,000,000.00).

In witness whereof, we have hereunto set our hand and seal this ____ day of _____,
20__.

Matthew W. Hart, Town Manager
(for the Town)

Date

Witness

Kelly M. Lyman, Superintendent
(for the Mansfield Board)

Date

Witness

Bruce Silva, Superintendent
(for the R-19 Board)

Date

Witness

**TOWN OF MANSFIELD
POSITION DESCRIPTION**

Class Title: Director of Finance
Group: Town Administrators
Pay Grade: Town Administrators Grade 32
FLSA: Exempt
Effective Date: July 1, 2009

General Description/Definition of Work

This position performs complex professional and administrative work in planning, organizing and directing the financial activities of the Town as well as related work as required. Duties include planning, organizing, directing and supervising the Assessor's Office, Revenue Collection Office, and Controller/Treasurer's office (accounting, disbursements and investments). Provides centralized financial management services and reports for the Town of Mansfield and the Mansfield Board of Education. By Special agreement the Finance Department through its director provides financial management services and reports for: Eastern Highlands Health District, Mansfield Discovery Depot (daycare center), Regional School District 19 and Mansfield Downtown Partnership. Director coordinates work with Town Manager, Superintendent of Schools, other agencies as indicated and other departments. Work is performed under general supervision. Supervision is exercised over all department personnel. Position reports to the Town Manager.

Essential Job Functions/Typical Tasks

- Directs the operations of the Finance Department and evaluates and administers financial management programs such as accounting and financial reporting, budgeting, information technology, cash management, grant applications, tax collection, assessment, audits and reporting.
- Drafts and recommends policy to the Town Manager and plans for the implementation of financial goals and objectives; researches, analyzes and reports on a variety of administrative projects.
- Coordinates preparation of annual Town, Health District, Region 19 and school and various other operating budgets; reviews all department submissions; prepares budgets for various funds such as capital fund, health insurance fund and management services fund; drafts budget policy positions; attends Town Council budget sessions and provides financial and technical assistance as requested; analyzes impact of budget and tax rate and service levels and recommends strategies to mitigate impact.
- Directs and controls the expenditure of Town, Region 19 and School fund allocations within the constraints of approved budgets; reviews budgets on a monthly basis and prepares budget adjustments for Town Council approval.
- Analyzes financial markets and supervises the investment of Town funds in appropriate instruments.
- Prepares and submits a variety of complex financial reports; assists in the preparation of grant applications and oversees financial reporting; coordinates the efforts of external auditors in their review of Town financial management for Town, Region 19, Health District, Schools and various other small agencies.
- Serves as Town purchasing agent; staffs Town Council's Finance Committee.
- Coordinates, assigns and oversees workload for assigned staff; motivates, evaluates, counsels and disciplines staff in accordance with union contract and personnel policies; directs training of departmental personnel; ensures safe work practices.
- Performs related tasks as required.

Knowledge, Skills and Abilities:

- Comprehensive knowledge of general laws and administrative policies governing municipal and school financial practices and procedures.

Director of Finance (cont'd.)

- Comprehensive knowledge of the principles and practices of accounting and budgeting in government.
- Ability to evaluate complex financial systems and efficiently formulate and install accounting methods, procedures, forms and records; ability to prepare informative financial reports; ability to formulate long-range fiscal planning.
- Ability to plan, organize, direct and evaluate work of subordinate employees in the specialized field of accounting.
- Ability to establish and maintain effective working relationships with associates, state and regional governmental officials and the general public.

Education and Experience:

Graduation from an accredited college or university with major course work in accounting or related field supplemented by a master's degree in business administration or related field and extensive experience in public finance administration. Consideration may be given to equivalent experience and training. Should have or ability to obtain within a year of employment and maintain School Business Manager Certification SDE 85

Physical Demands and Work Environment:

(The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The list is not all-inclusive and may be supplemented as necessary. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- Sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects.
- Work requires fingering, grasping, and repetitive motions.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities.
- Worker is not subject to adverse environmental conditions.

Special Requirements:

None.

The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Mansfield and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.

Approved by: _____
Matthew W. Hart, Town Manager

Date: _____



Town of Mansfield

Department of Finance

To: Matt Hart, Town Manager
From: Cherie Trahan, Director 
Date: July 18, 2016
Re: Shared Services Cost Allocation

As you know, the Shared Services agreement effective July 1, 2016 changes the method of cost sharing for shared finance and information technology services from flat amount direct charges to a percentage allocation based on workload share.

The following table reflects what the impact of this change would be for FY 16/17 for the partners and funds that are serviced. Please note that this change is not scheduled to take effect until FY 17/18. However, FY 16/17 budgets were used to prepare this comparison so that all parties would be aware of the extent of the impact before we begin budgeting for FY 17/18.

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6. The shift in costs to the Board of Education is offset completely by a reduction in Town costs. Since there is no impact on taxpayers, I recommend we discuss with the Town Finance Committee a budget adjustment in FY16/17 to reflect this shift. In other words, increasing the Board budget and decreasing the Town budget to shift the costs in the current year. This will avoid the appearance of artificial increases or decreases in the FY 17/18 budgets. There are no actual increased costs to the town as a whole, simply a reallocation.

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Downtown Partnership - Finance	333	2,647	2,314
Downtown Partnership - IT	40	7,577	7,537
Net MDP Apportionment	373	10,224	9,851
Discovery Depot - Finance	2,307	6,176	3,869
Discovery Depot - IT	280	7,577	7,297
Net MDD Apportionment	2,587	13,753	11,166
Total Finance	882,242	882,242	-
Total IT	757,724	757,724	-
Total	1,639,966	1,639,966	-

AGREEMENT BETWEEN
THE TOWN OF MANSFIELD,
THE MANSFIELD BOARD OF EDUCATION
AND
THE REGION 19 BOARD OF EDUCATION
FOR FINANCIAL MANAGEMENT, INFORMATION TECHNOLOGY,
RISK MANAGEMENT AND EMPLOYEE BENEFITS SERVICES

This Agreement is made and entered into, effective on the 1st day of July 2015, by and between the Town of Mansfield (hereinafter called the Town), The Mansfield Board of Education (hereinafter called the Mansfield Board) and the Region 19 Board of Education (hereinafter called the R-19 Board).

Whereas, the Town and the Mansfield Board share certain financial management, information technology, risk management services, and employee benefits services and R-19 Board wishes to engage the Town and the Mansfield Board to render certain financial management, information technology, risk management, and employee benefits technical services hereinafter described in connection with the administration of Regional School District No. 19; and

Whereas, to the extent that this Agreement is entered into by and between the Mansfield Board and the R-19 Board, such Boards enter into such Agreement in accordance with the provisions of Section 10-158a of the Connecticut General Statutes.

Now therefore the parties do mutually agree as follows:

1. The R-19 Board agrees to engage the Town and the Mansfield Board, and the Town and the Mansfield Board agree to perform the services hereinafter set forth.
2. The Town, working through its Director of Finance, shall do, perform and carry out in a satisfactory and proper manner, a scope of activities established by the R-19 Board and its Superintendent, and acceptable to the Town, for the purpose of providing to the R-19 Board the financial services described in this Agreement.
3. The Town, working through its Town Manager and his/her designee (e.g. Assistant Town Manager), shall do, perform and carry out in a satisfactory and proper manner, a scope of activities established by the R-19 Board and its Superintendent, and acceptable to the Town, for the purpose of providing to the R-19 Board the risk management and employee benefits services described in this Agreement.
4. The Mansfield Board, working through its Director of Information Technology, shall do, perform and carry out in a satisfactory and proper manner, a scope of activities established by the R-19 Board and its Superintendent, and acceptable to the Mansfield Board and its Superintendent, for the purpose of providing to the R-19 Board the Information Technology services described in this Agreement.
5. The Town shall provide financial management services to the Mansfield Board and R-19 Board in strict accordance with the provisions of the Town's Financial Policies and Procedures. The Mansfield Board and the R-19 Board's Financial Management Policies shall be consistent with the Financial Policies and Procedures promulgated by the Town.

For the period July 1, 2015 to June 30, 2016, the Town and the Mansfield Board will provide the following services:

A. Operations

The Town and the Mansfield Board shall provide R-19 with the following services:

1. Provide the R-19 Board with an automated cash disbursements system which shall provide for a systematic paying of bills.
2. Provide the R-19 Board with an automated cash receipts system which will systematically record the receipt of cash.
3. Provide the R-19 Board with a fully operational payroll system including all necessary State and Federal reporting.
4. Provide the R-19 Board with accounting and bookkeeping services through monthly trial balance preparation for all funds and account groups.
5. Provide the R-19 Board with an automated budget package for all funds.
6. Prepare computer generated financial reports for all funds in the same form as is currently being provided. Any changes in form shall be mutually agreed to by the R-19 Superintendent and the Director of Finance for the Town.
7. Prepare a Comprehensive Annual Financial Report in accordance with GAAP.
8. Prepare monthly, quarterly and annual reports and other reports as needed.
9. Prepare the ED-001 for submission to State Department of Education.
10. Pursuant to a Memorandum of Understanding between the R-19 Board and the Edwin O. Smith Foundation, Inc., provide financial management services to the Foundation as enumerated in the agreement.
11. Provide the R-19 Board with Risk Management services that assist in supporting the existing R-19 Board staff in the following areas:
 - Liability, automobile, property (LAP) insurance plan administration
 - Workers compensation administration
 - Safety administration
12. Provide the R-19 Board with Employee Benefits services that assist in supporting the existing R-19 Board staff in the following areas:
 - Health insurance plan administration
 - Life insurance plan administration
 - Flexible benefits plan administration
 - Optional retirement plan administration (457 plans, 403 plans)
 - Employee wellness programming
 - Collective bargaining as it relates to employee benefits
 - GASB 45 compliance (OPEB actuarial analysis coordination) biannually
 - Other employee benefits services/issues as needed

13. Provide the R-19 Board with Information Technology services that assist in supporting the existing R-19 Board Staff in the following areas:
 - Local Area Network (LAN) management
 - System Usage
 - Disk space usage
 - Backup verification
 - Overall Network Health
 - Error Logs
 - System Performance
 - Installation of updates: Antivirus software and definitions
 - Configure user ID's and e-mail addresses when required
 - Shared network printing
14. Provide the R-19 Board with Information Technology services that assist in supporting the existing R-19 Board in the following areas:
 - a) Wide Area Network (WAN) management
 - b) Remote Access Service Assistance
 - c) Internet Connectivity
15. Provide the R-19 Board with other services and technological support that are requested by the R-19 Superintendent and are acceptable to the Town and the Mansfield Board, as applicable.

B. Personnel

1. The Town will provide the personnel necessary to process the accounting information as provided by the R-19 Board personnel, to ensure a satisfactory end result.
2. It is mutually recognized by the parties that the Director of Finance has the authority on questions dealing with the design and implementation of the Financial Management System. Should there be changes to the Financial Management System requiring additional budget expenditures, such changes shall be presented by the Director of Finance to the Town and Mansfield Board for approval prior to proceeding with same.
3. The Town, working through its Town Manager and his/her designee (e.g. Assistant Town Manager), will provide to the R-19 Board services for risk management and employee benefits coordination (on the basis of shared services with the Town) as described in this agreement. It is mutually recognized by the parties that the Town Manager or his/her designee (e.g. Assistant Town Manager) has the authority on questions dealing with the implementation of the health insurance pool and plans, life insurance plans, and flexible benefits plans.
4. The Mansfield Board will provide to the R-19 Board the services of the Mansfield Board's Director of Information Technology (on the basis of shared services with the Mansfield Board). In providing such services, the Mansfield Board's Director of Information Technology shall perform for the R-19 Board the services described in the job description attached hereto, which may be amended from time to time by the

Mansfield Board. In carrying out such services for the benefit of the R-19 Board, the Mansfield Board's Director of Information Technology shall have the authority to coordinate and direct the activity of all IT personnel at all locations insofar as their activities directly impact the integration of technology into the curriculum and/or for the use of technology in support of the overall operations of either school district. The Mansfield Board's Director of Information Technology shall be an employee of the Mansfield Board only.

5. The Town will provide to the R-19 Board the services of the Town's Director of Finance who shall serve as the R-19 Board's Business Manager (on the basis of shared services with the Town). In providing such services, the Town's Director of Finance shall perform for the R-19 Board such services as described in the job description attached hereto, or as requested by the R-19 Superintendent of schools. The attached job description may be amended from time to time by the Town.

C. Compensation

1. The Town agrees to provide to the R-19 Board the financial management services described in this Agreement at a cost not to exceed \$96,530.00 for fiscal year 2015/16. The Mansfield Board agrees to provide to the R-19 Board the Information Technology services described in this Agreement at a cost not to exceed \$114,670.00 for fiscal year 2015/16. The Town, Mansfield Board, and R-19 Board mutually agree that one half of the Assistant Town Manager's salary be funded through the Health Insurance Fund and that such cost be included in the calculation of health insurance premiums.
2. For budget purposes, the Town, the Mansfield Board and the R-19 Board shall share the cost of the Director of Finance position as follows: Town 40%; Mansfield Board 30%; and R-19 Board 30%. The above amount shall be adjusted annually during the remainder of this Agreement, based upon the Town Administrator's Pay Plan for nonunion personnel.

D. Termination for Cause and/or Convenience

During the term of this Agreement, the Town, the Mansfield Board or the R-19 Board may terminate this contract at the end of any given fiscal year. Notice of such termination must be given in writing to all parties to this Agreement at least 120 days prior to the end of the fiscal year.

E. Changes

The Town, the Mansfield Board or the R-19 Board may, from time to time, require changes in the scope of services of this agreement. Such changes, including any increase or decrease in the amount of compensation to be paid to the Town or Mansfield Board, as applicable, as mutually agreed upon by and between the Town, the Mansfield Board and the R-19 Board, shall be incorporated in written amendments to this contract.

IN WITNESS WHEREOF, the parties hereto have authorized their designated representatives to set their hands.

For the Town of Mansfield:

Matthew W. Hart
Matthew W. Hart, Town Manager

09/10/2015
Date

Sarah Deha
Witness

For the Mansfield Board of Education:

Kelly Lyman
Kelly Lyman, Superintendent

9-11-15
Date

Celeste N. Griffin
Witness

For the Region 19 Board of Education:

Bruce Silva
Bruce Silva, Superintendent

9-15-15
Date

Raymond C. Bonard
Witness

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Derek Dilaj, Assistant Town Engineer; James Welsh, Legal Counsel
Date: June 25, 2016
Re: WPCA, Proposed Sewer Service Agreement between Town of Mansfield and University of Connecticut

Subject Matter/Background

As Council will recall, at our special meeting held on June 25th staff presented a proposed renewal Sewer Service Agreement between the Town of Mansfield and the University of Connecticut.

The new service agreement is needed to replace the 1989 Sewer & Water Service Agreement between the Town and UCONN (see attached). The 1989 agreement is dated and does not include wastewater infrastructure that the Town has constructed for Storrs Center and plans to construct for the Four Corners. In addition, the 1989 agreement provides limited protection for Mansfield, as it may be terminated by either party within 60 days of the January 1st anniversary date. In 2014 the Town executed a Water Supply Agreement with the Connecticut Water Company, and that agreement governs the provision of water supply service to off-campus customers served by the UCONN system.

The proposed sewer service agreement with UCONN is more comprehensive than its 1989 predecessor and is similar in many ways to the Town's sewer agreement with the Town of Windham. Some important elements and benefits of the proposed agreement with UCONN are as follows:

- The agreement guarantees a maximum flow for Mansfield, referred to as the "Mansfield Reserve Allocation," in which 18% of the treatment capacity of the UCONN sewage plant would be reserved for Mansfield. This 18% reserve equates to 540,000 gallons per day (GPD) and should be sufficient to meet the Town's current and future anticipated demand, consistent with our Plan of Conservation and Development, *Mansfield Tomorrow* (Section 6).
- The agreement clearly delineates what infrastructure is owned by Mansfield and which elements are owned by UCONN. The agreement

contemplates that the Town will acquire ownership of certain off-campus infrastructure over a period of time (Section 2).

- The agreement ensures some degree of consistency between the Mansfield and UCONN sewer use regulations, while recognizing that the Town has the discretion to adopt more stringent regulations (Section 3).
- The agreement outlines how system connections will work in the future, providing the Town with more autonomy and reducing UCONN's role in approving off-campus connections (Section 4).
- The agreement provides more clarity on how UCONN's sewer fees will be set, and how the fee schedule will work in conjunction the annual budget process. Each year of the contract UCONN will provide the Town with an annual statement and its five-year capital plan, providing the Town with better data for its budgeting purposes (Section 9).
- Various sections of the agreement speak to the need for the parties to continue to work in a collaborative manner on issues such as service connections, budgeting, and regulatory compliance.
- The initial term of the agreement will run for five years, with the opportunity to renew for two successive five-year terms (Section 10).

Financial Impact

As stated above, the agreement will provide more clarity on how UCONN's fees to the Town are established. Going forward, UCONN will incorporate a percentage of its capital costs into the fees; this percentage would be based on the Mansfield Reserve Allocation of 18%. UCONN has not previously included capital costs into its sewer use charges and has subsidized these expenditures through the University's operating budget. By contrast, the Town has long included the Town's capital costs and depreciation into its own sewer use charges, which is considered a best practice.

The Town would plan to use its UCONN Sewer Fund, established as an enterprise fund, to account for revenues and expenditures related to the proposed sewer service agreement. Using UCONN's projected budget and five-year capital plan, we have calculated an all-inclusive charge of \$5.75 per 100 cubic feet (ccf) for FY 2015/16, which would represent a decrease from FY 2014/15 for most users.

In future years, plant improvements and other infrastructure needs will impact the Town's sewer use charges. Building a fund balance and adding customers through development at the Four Corners and elsewhere in the Storrs area would help ameliorate rate increases for ratepayers.

Next Steps

At the special meeting held on June 25th, the Council acting as the Town's Water Pollution Control Authority (WPCA) and the members of the Four Corners Water and Sewer Advisory Committee raised several issues for the staff to review. At Monday's meeting, Attorney Welsh and the staff team will provide a report as to where we stand on these issues. A brief summary is as follows:

- Continuation of services – Attorney Welsh has not found any express obligation in state law requiring the University to provide wastewater services to the Town or the community absent a service agreement. We are preparing proposed language to provide for a continuation of services in the absence of an agreement or while a renewal agreement is pending.
- Indemnification – Attorney Welsh is preparing proposed language concerning the right to bring a claim against the state pursuant to state statutes.
- Communication between the parties – staff is preparing proposed language to ensure periodic communication between the parties and reporting to the WPCA.
- Mansfield reserve calculations – staff has revised the table (see attached) to show that the various municipal uses (e.g. Town Hall; EO Smith High School) are included in Mansfield's 18% reserve allocation.
- Insurance coverage – staff has consulted with the Town's insurance carrier (CIRMA), which informed us that the Town would not need to purchase additional coverage as a result of this agreement.
- "Good industry practice" – staff has researched the suggestion that we modify the term "best industry practice" to "good industry practice." Our consulting engineers at Weston & Sampson have not seen the term "good industry practice" used in the wastewater field but are continuing to research the issue.
- Listing of additional off-campus neighborhood served by UCONN system – staff has prepared the attached table showing the other off-campus neighborhoods served by UCONN but not covered by the proposed agreement. We anticipate that these neighborhoods would become part of the Mansfield system in future agreements.

Attorney Welsh is in communication with UCONN's legal counsel and we expect to come back with a modest revision to the agreement at the Council's August 8th or September 12th meeting.

At this point, staff needs to know if Council has any additional concerns or questions regarding the proposed agreement before we complete our discussion UCONN.

Attachments

- 1) Proposed Sewer Service Agreement with UCONN
- 2) 1989 Sewer Service Agreement with UCONN
- 3) Mansfield Reserve Calculations, existing and potential new uses (revised)
- 4) Mansfield Off-Campus Users

SEWER SERVICE AGREEMENT
by and between
TOWN OF MANSFIELD
and
UNIVERSITY OF CONNECTICUT

THIS SEWER SERVICE AGREEMENT (this “Agreement”) is made as of [July 1], 2016 (the “Effective Date”) by and between the Town of Mansfield (“Mansfield”) and the University of Connecticut (“UConn”).

WHEREAS, UConn is a constituent unit of the state system of higher education with its main campus and primary operations located in Mansfield, a Connecticut municipal corporation;

WHEREAS, UConn owns, maintains and operates a wastewater collection and conveyance system (the “UConn Sewerage System”) that primarily collects and conveys Sewage from facilities located on property owned by UConn or the State of Connecticut within Mansfield to a sewage treatment plant owned, maintained and operated by UConn (the “UConn Sewage Plant”);

WHEREAS, the UConn Sewerage System also collects and conveys Sewage from certain facilities located on other property within Mansfield owned by Mansfield and various privately owned residences and businesses, such as the property located in the Four Corners sewer district (the “Mansfield Facilities”) to the UConn Sewage Plant;

WHEREAS, Mansfield owns, maintains and operates a wastewater collection and conveyance system (the “Mansfield Sewerage System”) that collects and conveys Sewage from certain other Mansfield Facilities to the UConn Sewage Plant and to a sewage treatment plant owned, maintained and operated by the Town of Windham (the “Windham Sewage Plant”);

WHEREAS, Mansfield has entered into (i) with UConn, a Sewer & Water Service Agreement, dated as of January 1, 1989 (the “Former Agreement”), that sets forth the terms upon which UConn agreed to accept Sewage from certain Mansfield Facilities to the UConn Sewage Plant and to perform other related services for the benefit of Mansfield; and (ii) with the Town of Windham, an Agreement, dated as of September 30, 2010, that sets forth the terms upon which the Town of Windham has agreed to accept Sewage from certain other Mansfield Facilities to the Windham Sewage Plant and to perform other related service for the benefit of Mansfield;

WHEREAS, the Former Agreement provides that UConn will furnish wastewater collection and treatment services (the “Sewage Services”) to certain occupants of Mansfield Facilities (the “End Users”) that discharge Sewage that is conveyed through the UConn Sewerage System to the UConn Sewage Plant;

WHEREAS, the End Users consist of Mansfield’s municipal operations and various residences and businesses occupying residential properties, privately-owned apartment complexes and commercial properties located in certain Mansfield Facilities that connect to the Mansfield Sewerage System or the UConn Sewerage System;

WHEREAS, UConn and Mansfield desire to replace and supersede the Former Agreement in its entirety by entering into this Agreement to clarify the responsibilities and obligations of UConn and Mansfield with respect to the manner in which Sewage Services will be provided to End Users and Sewage may be collected and conveyed from Mansfield Facilities to the UConn Sewage Plant;

NOW, THEREFORE, UConn and Mansfield, for the consideration hereinafter named, agree as follows:

Section 1. Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in Exhibit A hereto.

Section 2. System Description

(a) General. UConn and Mansfield agree that the map attached to Exhibit B hereto (the "Infrastructure Map") generally describes the locations of, and component elements of the infrastructure associated with, the UConn Sewerage System, the UConn Sewage Plant and the Mansfield Sewerage System. UConn and Mansfield agree to cooperate during the Term in clarifying the locations of, and inventorying the infrastructure associated with, the UConn Sewerage System, the UConn Sewage Plant and the Mansfield Sewerage System.

(b) Ownership of Systems.

(i) General. At all times during the Term and upon any expiration or termination of this Agreement, as between UConn and Mansfield, UConn will own the UConn Sewerage System and the UConn Sewage Plant (together with any modifications, alterations and expansions thereto), and Mansfield will own the Mansfield Sewerage System (together with any modifications, alterations and expansions thereto).

(ii) System Conveyance. During the Term, UConn and Mansfield will negotiate, in good faith, the manner and terms by which Mansfield will acquire ownership and/or use of certain infrastructure associated with the UConn Sewerage System for properties associated with the Mansfield Sewerage System, whether by purchase, grant, gift, lease, rental or otherwise, it being acknowledged and understood by the parties that the terms of any such acquisition will not affect any of the property interests UConn may have in the property receiving Sewerage Services from such infrastructure.

(c) UConn Authority. Mansfield acknowledges that, notwithstanding anything in this Agreement to the contrary, UConn will only provide Sewerage Services to Mansfield Facilities for which UConn is authorized by Applicable Law to provide such Sewerage Services.

Section 3. Sewer Use Regulations

(a) UConn's Board of Trustees. The UConn Sewer Use Regulations in effect as of the Effective Date were approved by UConn's Board of Trustees on January 30, 2007 and are attached

to Exhibit C hereto. UConn may, in its discretion and with the approval of UConn's Board of Trustees, amend, modify or change the UConn Sewer Use Regulations, and will meet and confer with Mansfield's Town Manager and his or her designees, from time to time during the Term. UConn will provide Mansfield with written notice of any proposed amendment, modification or change to the UConn Sewer Use Regulations prior to approval by UConn's Board of Trustees.

(b) Mansfield's WPCA. Mansfield's then-acting Water Pollution Control Authority, which, as of the Effective Date, is designated as Mansfield's Town Council, will adopt and maintain local ordinances governing the manner in which Sewage may be discharged for treatment at the UConn Sewage Plant and the Windham Sewage Plant (the "Mansfield Sewer Use Regulations") necessary to enforce compliance with the Mansfield Sewer Use Regulations by End Users. The Mansfield Sewer Use Regulations shall, at all times during the Term, be at least as stringent as the then-in effect UConn Sewer Use Regulations and Applicable Law. Mansfield will review and amend the Mansfield Sewer Use Regulations to conform to the UConn Sewer Use Regulations and Applicable Law, as necessary, within ninety (90) days of the Effective Date.

(c) Compliance with Regulations. Any failure by Mansfield to comply, or to cause any End User to comply, with the enforcement procedures and remedies set forth in the Mansfield Sewer Use Regulations shall constitute a Mansfield Default.

(d) Review of Regulations. UConn and Mansfield shall meet and confer from time to time during the Term to review the UConn Sewer Use Regulations and the Mansfield Sewer Use Regulations for conformance with Applicable Law and other industry standards.

Section 4. Systems Management

(a) System Connections.

(i) General. UConn will retain the right and responsibility to approve any direct connections to the UConn Sewerage System from property owned by UConn or the State of Connecticut. Subject to Section 4(c), Mansfield will retain the right and responsibility to approve any direct connections to the Mansfield Sewerage System; provided that direct connections to the Mansfield Sewerage System from property owned by UConn or the State of Connecticut shall be approved in accordance with Section 4(a)(ii)(1)(C). Each party shall be responsible for supervising and controlling the Sewage connections and discharges to its respective wastewater collection and conveyance system, including issuing approvals or permits to End Users with respect to such connections and enforcing compliance with the UConn Sewer Use Regulations by such End Users.

(ii) Other Connections from Mansfield Facilities.

1. Mansfield Authority.

A. General. During the Term, End Users proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System or the Mansfield Sewerage System shall apply for a permit with the Mansfield Director in accordance with the Mansfield Sewer Use

Regulations. Except as set forth in Section 4(a)(ii)(1)(C) below, the Mansfield Director shall be responsible for reviewing any such permit applications and for ensuring that any approved connections are constructed in compliance with the Mansfield Sewer Use Regulations.

B. Connections to the UConn Sewerage System. The Mansfield Director shall obtain UConn's written approval prior to approving the issuance of a permit to any End User proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System, which such approval UConn may, in its sole discretion, withhold, condition or delay. Mansfield shall deliver to UConn any application submitted to the Mansfield Director proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System immediately following Mansfield's receipt thereof.

C. Connections to the Mansfield Sewerage System. Applications for permits proposing to make a direct connection from property owned by UConn or the State of Connecticut to the Mansfield Sewerage System filed by UConn or its authorized agent shall only be reviewed by the Mansfield Director for compliance with the requirements set forth in the UConn Sewer Use Regulations. UConn shall meet and confer with the Mansfield Director to discuss, in good faith, modifications and maintenance fees related to any such proposed connection to the Mansfield Sewerage System reasonably requested by the Mansfield Director.

2. UConn Authority. Notwithstanding anything in Section 4(a)(ii)(1) to the contrary, UConn reserves the right to authorize direct connections from Mansfield Facilities to the UConn Sewerage System if the Mansfield Director fails to approve the issuance of a permit to an End User proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System that UConn approved pursuant to Section 4(a)(ii)(1)(B).

(iii) Ownership of New Infrastructure. As between UConn and Mansfield, all wastewater collection and conveyance system infrastructure associated with any direct connection authorized after the Effective Date will be owned by:

1. UConn (and deemed to be part of the UConn Sewerage System for purposes of this Agreement) if made from (x) property owned by UConn or the State of Connecticut to the UConn Sewerage System; (y) property owned by UConn or the State of Connecticut to the Mansfield Sewerage System; and (z) a Mansfield Facility to the UConn Sewerage System and authorized by UConn pursuant to Section 4(a)(ii)(2); and

2. Mansfield (and deemed to be part of the Mansfield Sewerage System for purposes of this Agreement) if made from a Mansfield Facility to (y) the Mansfield Sewerage System; and (z) the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B).

(b) Billing End Users.

(i) By UConn. As between UConn and Mansfield, UConn will be responsible for charging, and retaining for its own account, fees for the provision of Sewage Services to End Users connecting directly to the (i) UConn Sewerage System (except for End Users approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) to connect directly to the UConn Sewerage System); and (ii) Mansfield Sewerage System from property owned by UConn or the State of Connecticut.

(ii) By Mansfield. As between UConn and Mansfield, Mansfield will be responsible for charging, and retaining for its own account, fees for the provision of Sewage Services to End Users connecting directly from a Mansfield Facility (1) to the Mansfield Sewerage System; and (2) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B).

(iii) Fees. Each party may determine, in its sole discretion, the fees to charge to End Users for the provision of Sewage Services; provided that each party agrees to provide reasonable written notice to the other party of any changes in fees such party charges to its End Users.

(c) Mansfield Expansion. Mansfield shall not modify, alter or expand the Mansfield Sewerage System in a manner during the Term that materially affects the flow or content of Sewage conveyed through the UConn Sewerage System and/or to the UConn Sewage Plant, including any modification, alteration or expansion required to connect additional Mansfield Facilities (whether now existing or hereafter constructed) to portions of the Mansfield Sewerage System that convey Sewage to the UConn Sewage Plant, without UConn's prior written approval, which shall not be unreasonably withheld. Mansfield acknowledges and agrees that the UConn Sewer Use Regulations may require, among other things, that UConn have the right to review and approve the planning and design information and inspect the installation of any infrastructure associated with any such modification, alteration or expansion, which shall be designed and constructed utilizing good practice within the construction industry and in full accordance with specifications approved by UConn. Any approved modifications, alterations or expansions of the Mansfield Sewerage System during the Term, and any increased amount of Sewage resulting therefrom, will be subject to the terms and conditions set forth in this Agreement.

Section 5. Collection of Sewage

(a) UConn's Obligations. Subject to the terms and conditions set forth in this Agreement, UConn will provide the Sewage Services to Mansfield (for the benefit of End Users). UConn will operate and maintain the UConn Sewage Plant to provide treatment of Sewage in compliance with the UConn Sewer Use Regulations and Applicable Law. As between Mansfield and UConn, UConn shall have sole discretion as to the manner in which UConn performs the Sewage Services and maintains the UConn Sewerage System and UConn Sewage Plant.

(b) Mansfield's Obligations. Mansfield shall operate and maintain the Mansfield Sewerage System, at its sole expense and pursuant to applicable best industry practices, to allow Sewage to be collected and conveyed through the Mansfield Sewerage System and the UConn Sewerage System for treatment at the UConn Sewage Plant in accordance with this Agreement, the

UConn Sewer Use Regulations and Applicable Law. Mansfield shall promptly provide written notice of any noncompliance with this Agreement, the UConn Sewer Use Regulations and Applicable Law relating to the Mansfield Sewerage System, the UConn Sewerage System or any End Users' conveyance of Sewage therein of which Mansfield or any of its personnel, contractors or agents become aware.

(c) UConn Inspection. Upon UConn's reasonable request from time to time during the Term, Mansfield shall allow, at reasonable times, UConn to access and inspect the Mansfield Sewerage System and all wastewater connections to Mansfield Facilities to verify that such systems and connections comply with the terms and conditions set forth in this Agreement. The Mansfield Director or his or her designees may accompany UConn during any inspection requested pursuant to this section.

Section 6. Sewage Services

(a) Mansfield Capacity. The Sewage Services will consist of UConn treating up to [540,000] gallons per day (GPD) of Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B). For purposes of this Agreement, the GPD of Sewage will be determined by using the Average Daily Flow rate for such Mansfield Facilities. In addition, at all times during the Term, the Peak Daily Flow Rate of [2.4] times the [540,000] GPD Average Daily Flow rate shall not be exceeded without UConn's prior written approval. UConn reserves the right to reject, in its sole discretion, any request by Mansfield to discharge in excess of said [540,000] GPD Average Daily Flows.

(b) Calculation of Average Daily Flow. The Average Daily Flow rate will be determined utilizing water measurements obtained at, and in such intervals as may be provided by, metering stations, when available. The parties acknowledge and agree that such measurements may need to be obtained from metering stations maintained by the water supply provider serving the Mansfield Facilities (the "Water Provider"). Mansfield shall cause the Water Provider to provide such measurements to UConn, and hereby authorizes UConn to request, and the Water Provider to provide, such measurements to UConn. To the extent UConn is unable to obtain such measurements for any reason, UConn will determine the Average Daily Flow rate using customary and acceptable engineering practices.

(c) Restrictions on Use. Mansfield's End Users may not, under any circumstances, discharge any material that is prohibited by, or in excess of the maximum characteristics established by, the Mansfield Sewer Use Regulations; provided that UConn may not modify the maximum characteristics for BOD, Suspended Solids, Nitrogen and pH established in Exhibit C hereto without Mansfield's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed if UConn's proposed modifications arise from changes in Applicable Law. Mansfield shall comply with each and all of the characteristics set forth in the Mansfield Sewer Use Regulations (including the maximum characteristics for BOD, Suspended Solids, Nitrogen and pH established in Exhibit C of this Agreement as may be amended in accordance with its terms). In addition no Sewage may be transmitted to the UConn Sewage Plant that causes the UConn Sewage Plant to fail to meet its effluent discharge permit limits.

Section 7. Additional Covenants

(a) Mansfield Improvements. Mansfield shall make, at its sole expense and in a timely manner following UConn's reasonable request, any improvements, modifications or enlargements to the Mansfield Sewerage System required to comply with the Mansfield Sewer Use Regulations or Applicable Law.

(b) Sewage Analysis. Mansfield shall, at its sole expense and in a timely manner following UConn's reasonable request, retain an independent laboratory acceptable to UConn to take and test samples of the Sewage being discharged from Mansfield Facilities at the points of interconnection between the Mansfield Sewerage System and the UConn Sewerage System. Such tests shall include, at a minimum, BOD, Suspended Solids, nitrogen, pH and alkalinity. The results of such tests shall be reported to UConn within two (2) business days of receipt of said test results. If such tests indicate that Sewage originating from the Mansfield Sewerage System exceeds the maximum standards established by this Agreement, Mansfield shall immediately take the necessary steps, to the extent permitted by Applicable Law, to bring such discharge into compliance.

(c) Infiltration and Inflow Reduction. Mansfield shall, from time to time during the Term and in a timely manner following UConn's request, analyze the amount of water other than Sewage that enters the Mansfield Sewerage System, at Mansfield's sole expense. If the level of water other than Sewage entering the Mansfield Sewerage System exceeds the acceptable industry standards, Mansfield shall implement, at Mansfield's sole expense, corrective measures recommended by the engineering firm responsible for performing such analysis, as reasonably approved by UConn, in a timely manner (which shall be at least as promptly as recommended in the engineering firm's analysis). Mansfield will provide UConn with copies of any analysis performed under this section and any other information relating to such analysis as may be reasonably requested by UConn.

Section 8. Compliance with Applicable Laws

(a) Sewage Discharge. Notwithstanding anything in this Agreement to the contrary, Mansfield shall not connect any combined sewer receiving both surface runoff and Sewage into the Mansfield Sewerage System or the UConn Sewerage System and will not discharge, or permit any End User that connects to the Mansfield Sewerage System or the UConn Sewerage System to discharge, into the Mansfield Sewerage System or the UConn Sewerage System any drainage, sewer substances or sewerage containing such characteristics and/or volume determined to be excessive by the State of Connecticut Department of Energy and Environmental Protection or other Applicable Law.

(b) Permits. Each party will obtain and maintain, at its own expense, all permits, certifications and licenses required by Applicable Law relating to the wastewater collection and conveyance system owned, maintained and operated by such party.

(c) UConn Policies. Mansfield shall be responsible for causing Mansfield's personnel, contractors and agents to comply with all applicable UConn policies and regulations and Applicable Law while such personnel, contractors and agents are on UConn's premises.

Section 9. Sewerage Services and Other Fees

(a) Sewerage Services. In consideration for UConn providing the Sewerage Services described herein, Mansfield shall pay UConn a charge based on the Sewerage treated at the UConn Sewerage Plant that is transmitted from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) (the "Services Fee"). UConn will determine the Services Fee, on an annual basis in accordance with Sections 9(c) and 9(d), by multiplying the Mansfield Use Percentage by the UConn Operating Expenses.

(b) Capital Costs. Mansfield shall be responsible, during the Term, for reimbursing UConn for a portion (based on the capacity reserved for Mansfield's benefit pursuant to Section 6(a) of this Agreement) of the UConn Capital Costs. UConn will determine (i) Mansfield's portion of the UConn Capital Costs, with respect to any such improvement, modification or enlargement, by multiplying the Mansfield Reserve Allocation by the UConn Capital Costs; and (ii) the schedule by which such portion of the UConn Capital Costs will be paid by Mansfield to UConn by amortizing such amount over the design life of the applicable improvement, modification or enlargement. UConn will meet and confer with the Mansfield Director and his or her designees, from time to time during the Term on projects UConn proposes to undertake that will result in an allocation of UConn Capital Costs to Mansfield pursuant to this section. Notwithstanding anything in this section to the contrary, if UConn determines, at any time during the Term, that (y) any such improvements, modifications or enlargements are necessary or prudent as a result of any modification, alteration or expansion of the Mansfield Sewerage System, or (z) the UConn Sewerage System becomes burdened as a result of the characteristics of the Sewerage originating from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and/or (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), then, in each case, Mansfield will assume a proportionate share of such costs, as reasonably determined by UConn after meeting and conferring with Mansfield.

(c) Annual Budgets. Within sixty (60) days after the commencement of each Contract Year, UConn shall provide to Mansfield a statement estimating the Services Fee for such Contract Year, Mansfield's portion of the UConn Capital Costs for such Contract Year and an estimate of the UConn Capital Costs projected to be incurred during the next five Contract Years (the "Annual Budget"). The Services Fee for each Contract Year will be based on the actual Mansfield Use Percentage and the actual UConn Operating Expenses during the previous Contract Year, and Mansfield's portion of the UConn Capital Costs for each Contract Year will be based on Mansfield's then-outstanding portion of such UConn Capital Costs as of the end of the previous Contract Year. The parties acknowledge and agree that (i) the Annual Budget for the first Contract Year is attached to Exhibit E hereto and (ii) UConn's five-year projection of the UConn Capital Costs in any Annual Budget is provided for Mansfield's financial planning purposes only and will not be binding on UConn.

(d) Services Fee Adjustment. Within sixty (60) days after the commencement of each Contract Year, UConn shall provide to Mansfield a statement showing the calculation of the actual Mansfield Use Percentage, UConn Operating Expenses and Services Fee for the previous Contract Year as compared to the amounts estimated in the Annual Budget for such Contract Year. UConn shall provide a credit to Mansfield's account if the actual Services Fee due for the previous

Contract Year is less than the Services Fee estimated in the Annual Budget and previously paid by Mansfield during such Contract Year. If the actual Services Fee due for the previous Contract Year is greater than the Services Fee estimated in the Annual Budget and previously paid by Mansfield, UConn shall bill Mansfield, and Mansfield shall pay, such deficit with the first quarterly invoice delivered in the then-current Contract Year.

(e) Payment Terms. UConn will bill Mansfield quarterly for all payments due under this Agreement in accordance with the Annual Budget, subject to any adjustment of the Services Fee pursuant to Section 9(d). Payments shall be due upon receipt of invoice. If payment is not made within sixty (60) calendar days of such due date, the payment shall be deemed delinquent and subject to an interest penalty of 1.5% per month from the due date or the highest rate permitted by Applicable Law, whichever is lower.

Section 10. Term and Default

(a) Term. The initial term of this Agreement commences on the Effective Date and expires five (5) years later (the "Initial Term"), unless earlier terminated as provided herein. UConn may, in its sole discretion, renew this Agreement for up to two (2) additional five (5) year periods on the same terms and conditions as contained herein upon ninety (90) days' written notice to Mansfield prior to the expiration of the then current Term. The Initial Term and each renewal term may be referred to herein as the "Term".

(b) Mansfield Default. The occurrence at any time of any of the following events shall constitute a "Mansfield Default":

(i) Failure to Pay. The failure of Mansfield to pay any amounts owing to UConn on or before the day following the date on which such amounts are due and payable under the terms of this Agreement and Mansfield's failure to cure each such failure within ten (10) days after Mansfield receives written notice of each such failure; or

(ii) Failure to Perform Obligations. Unless due to a Force Majeure Event, the failure of Mansfield to perform or cause to be performed any obligation required to be performed by Mansfield under this Agreement (other than any obligation for the payment of money); provided, however, that if such failure by its nature can be cured, then Mansfield shall have a period of thirty (30) days after receipt of written notice of such failure to cure the same and a Mansfield Default shall not be deemed to exist during such period; provided, further, that if Mansfield commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days.

If a Mansfield Default has occurred, UConn may terminate this Agreement by written notice, and assert all rights and remedies available to UConn under Applicable Law. In addition, UConn may elect not to terminate this Agreement and pursue all rights and remedies available to UConn under Applicable Law.

(c) UConn Default. The occurrence at any time of any of the following events with respect to UConn shall constitute a "UConn Default":

(i) Failure to Perform Obligations. Unless due to a Force Majeure Event, the failure of UConn to perform or cause to be performed any obligation required to be performed by UConn under this Agreement (other than any obligation for the payment of money); provided, however, that if such failure by its nature can be cured, then UConn shall have a period of thirty (30) days after receipt of written notice of such failure to cure the same and an UConn Default shall not be deemed to exist during such period; provided, further, that if UConn commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days.

If a UConn Default has occurred, Mansfield may terminate this Agreement by written notice, and assert all rights and remedies available to Mansfield under Applicable Law. In addition, Mansfield may elect not to terminate this Agreement and pursue all rights and remedies available to Mansfield under Applicable Law.

(d) Force Majeure. To the extent either party is wholly or partially unable to perform any of its obligations under this Agreement as a result of a Force Majeure Event, the party claiming such Force Majeure Event will be excused from the scope of its performance affected by the Force Majeure Event to the extent so affected; provided, however, that: (i) the party claiming a Force Majeure Event provides the other party with notice describing the particulars of the occurrence, and such notice is delivered promptly after the occurrence of such Force Majeure Event; (ii) the suspension of performance by such party shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event; (iii) the occurrence of the Force Majeure Event shall not excuse the liability of either party for an event that arose before such Force Majeure Event; (iv) the party claiming a Force Majeure Event will exercise commercially reasonable efforts to correct or cure the event or condition excusing performance and resume performance of its obligations; and (v) when able to resume performance of its obligations under this Agreement, the party claiming a Force Majeure Event will promptly notify the other party and resume performance.

Section 11. Entire Agreement

This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embody the entire agreement and understanding of Mansfield and UConn in respect of the subject matter of this Agreement. Mansfield and UConn hereby agree that the Former Agreement is terminated as of the Effective Date.

Section 12. Amendments

This Agreement may only be amended by a duly authorized, jointly executed, written agreement of UConn and Mansfield and approved as to form by the Office of the Attorney General.

Section 13. Notices

Any notice from one party to the other party permitted or required to be given under this Agreement shall be in writing and sent via certified mail, return receipt requested to:

If to UConn, to:

University of Connecticut
Office of the Executive Vice President for Administration & Chief Financial Officer
352 Mansfield Road, Unit 1122
Storrs, CT 06269
Attention: Executive Vice President for Administration and Chief Financial Officer

with a copy to (which shall not constitute notice):

University of Connecticut
Office of the General Counsel
343 Mansfield Road, Unit 1177
Storrs, CT 06269
Attention: General Counsel

If to Mansfield, to:

Town of Mansfield
Office of the Town Manager
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

Either party may change its notice information by providing notice to the other in accordance with this section.

Section 14. No Rights of Third Parties

Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person (including any End User) other than UConn and Mansfield any rights or remedies under or by reason of this Agreement.

Section 15. Severability

If any provision of this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction, such adjudication shall only apply to the provision so adjudged and the remainder of this Agreement shall remain valid and effective provided effect can be given thereto without such invalid part or parts.

Section 16. Waivers

No delay or omission by either party to exercise any right or power will impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any of the covenants, conditions, or contracts to be performed by the other or any breach thereof shall not be construed to

be a waiver of any succeeding breach thereof or of any other covenant, condition, or contract herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

Section 17. Further Assurances

Mansfield and UConn covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of Mansfield and UConn shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

Section 18. Construction

As used in this Agreement, "include," "includes," "including," and "e.g." means "including, without limitation." The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

Section 19. Governing Law

This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 20. No Assignment

Neither Mansfield nor UConn, nor any successor body of either of them shall assign any of its rights or duties or obligations nor shall either of them transfer any interest in and under this Agreement (whether by assignment or novation) without the prior written approval of the other which shall not be unreasonably withheld or delayed. No assignment shall be binding on either party unless agreed to by formal amendment of this Agreement.

Section 21. Delegation

Notwithstanding anything in this Agreement to the contrary, UConn may (a) engage a third party operator, (b) enter into a lease with a third party, and/or (c) grant concession rights to a third party, with respect to the maintenance or operation of all or any portion of the UConn Sewerage System or the UConn Sewer Plant, without Mansfield's consent and without amendment to this Agreement so long as UConn makes a good faith determination that such third party is capable of fulfilling UConn's obligations hereunder. UConn may also delegate to a third party UConn's duties hereunder capable of being performed by such third party, without notice to or approval of Mansfield. However, in no event shall UConn be relieved of responsibility for the performance of UConn's duties and obligations of this Agreement.

Section 22. Indemnification

To the greatest extent permitted by law, Mansfield will indemnify and hold harmless UConn from any third-party claims, demands, actions, suits, controversies, damages, losses, expensed, and the like arising out of or relating to any Mansfield Default, which indemnification

and hold harmless includes reasonable attorney's fees, court or mediation or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any of the foregoing.

Section 23. Executive Orders

Mansfield agrees that this Agreement may be subject to the provisions of the following Executive Orders (copies of which are available upon request): Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practice.

Section 24. Counterparts

This Agreement may be executed and delivered in counterparts, by facsimile or other electronic transmission, each of which will be considered an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day and year indicated.

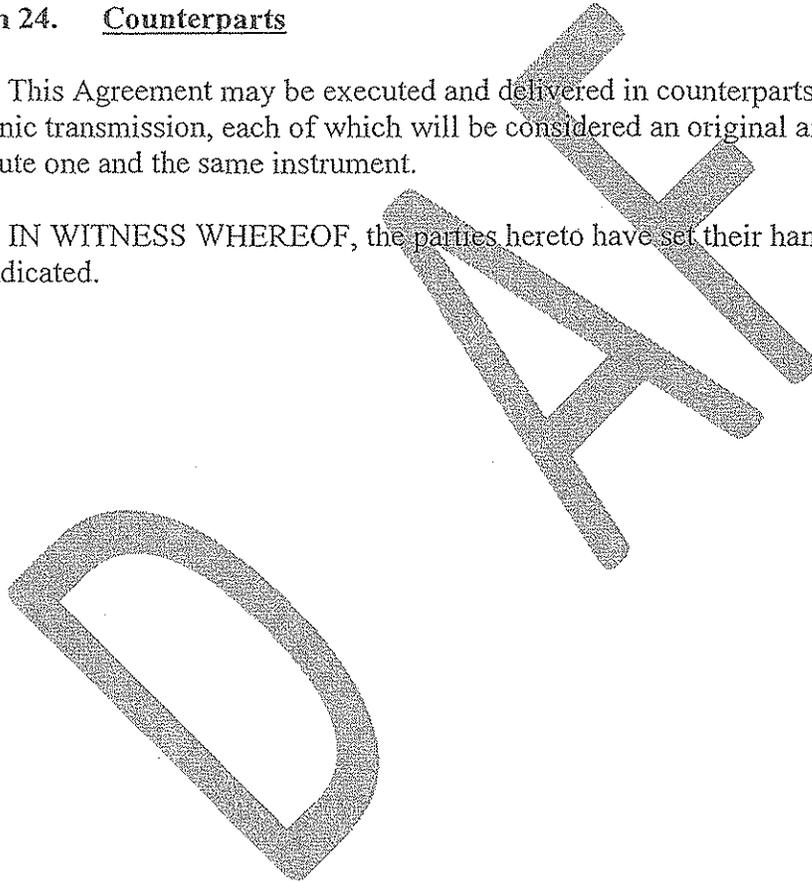


EXHIBIT A

Definitions

- (a) “Applicable Law” means all applicable laws of any governmental authority, including, ordinances, judgments, decrees, injunctions, writs and orders of any governmental authority and rules and regulations of any federal, regional, state, county, municipal or other governmental authority.
- (b) “Average Daily Flow” means the total flow of water during a period of time divided by the number of days in such period of time, except that, for purposes of determining the characteristics of Sewage, the total flow of water will be calculated using the applicable period of time required under UConn’s then-current effluent discharge permit or other Applicable Law for the characteristics under review.
- (c) “BOD” means the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by procedures defined in the latest edition of “Standard Methods for the Examination of Water and Wastewater” prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.
- (d) “Contract Year” means each twelve-month period (or portion thereof) commencing on July 1st during the Term.
- (e) “Force Majeure Event” means any event or circumstances (other than a lack of funds or finances) beyond the reasonable control of and without the fault or negligence of the party which hinders or prevents such party from performing despite using commercially reasonable efforts. It shall include such failure to perform due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather conditions, action of the elements, hurricane; flood; lightning; wind; drought; peril of sea; the binding order of any governmental authority; the failure to act on the part of any governmental authority or any utility (provided that such action has been timely requested and diligently pursued); unavailability of equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the party claiming Force Majeure to have exercised reasonable diligence; failure of equipment not utilized by or under the control of the party claiming Force Majeure.
- (f) “Mansfield Director” means, initially, Mansfield’s Director of Public Works and his or her successor as appointed by Mansfield’s then-acting Water Pollution Control Authority, which, as of the Effective Date, is designated as Mansfield’s Town Council.
- (g) “Mansfield Use Percentage” means, during any period of time, the total Average Daily Flow transmitted to Mansfield Facilities that convey Sewage to the UConn Sewage Plant and connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), divided by the total GPD of Sewage treated at the UConn Sewage Plant (including Sewage collected and conveyed from Mansfield Facilities and other facilities located on property

owned by UConn or the State of Connecticut within Mansfield).

(h) “Mansfield Reserve Allocation” means, during any period of time, the GPD of Sewage reserved pursuant to Section 6(a) of this Agreement for the treatment of Sewage generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), divided by the total capacity of UConn Sewage Plant, as measured by the total GPD of Sewage that may be treated at the UConn Sewage Plant. The Mansfield Reserve Allocation, as of the Effective Date, is [eighteen percent (18%)] (i.e., [540,000] GPD of Sewage, divided by [3,000,000] GPD total capacity of Sewage treatable at the UConn Sewage Plant).

(i) “Peak Daily Flow Rate” means the Average Daily Flow over any twenty-four hour period, expressed in million gallons per day.

(j) “Sewage” means a combination of the water-carried wastes from residence, business buildings, institutions, and industrial establishments, together with any ground, surface and stormwaters as may be present with such Sewage.

(k) “Suspended Solids” means solids that either float on the surface of, or are in suspension in water, or sewage, or other liquids, as determined by procedures defined in the latest edition of “Standard Methods for the Examination of Water and Wastewater” prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.

(l) “UConn Capital Costs” means all costs associated with the construction of any improvements, modifications or enlargements to the UConn Sewage Plant and portions of the UConn Sewerage System that collect and convey Sewage generated from Mansfield Facilities, including administrative and construction costs, debt service and other payments due and owing under any bond offerings or other indebtedness issued in connection with such construction, engineering and legal fees, interest charges, costs of acquiring land and easements and legal and surveying costs associated with acquiring land easements; provided that such costs shall be reduced by any discounts, rebates or any judgments or settlements received for claims by UConn relating to the UConn Capital Costs.

(m) “UConn Operating Expenses” means all expenses for the operation and maintenance of the UConn Sewage Plant and the UConn Sewerage System incurred by UConn, including costs of labor (including fringe benefits), materials, supplies, utilities (including power, fuel and telecommunication), equipment repairs and replacement, license and permit fees and administration and other expenses directly attributable to proper operation and maintenance as may be further described in UConn’s most current Annual Budget.

(n) “UConn Sewer Use Regulations” means the then-current set of regulations duly passed by UConn’s Board of Trustees that governs the manner in which wastes and waters may be discharged for treatment at the UConn Sewage Plant for the purpose of (i) protecting the health, welfare and safety of operations and maintenance personnel for the sewerage system; (ii) protecting equipment, structures, and other facilities against excessive wear, corrosion, and premature

breakage; (iii) not interfering with treatment processes; and (iv) achieving compliance with discharge requirements set forth by Applicable Law.

DA

EXHIBIT B

Infrastructure Map

[attached]

DATA

EXHIBIT C

UConn Sewer Use Regulations

[attached]

REF



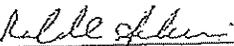
University of Connecticut
Board of Trustees

January 30, 2007

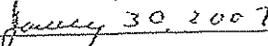
The following is an excerpt from the University of Connecticut Board of Trustees' minutes of January 30, 2007:

"On a motion by Dr. Burrow, seconded by Dr. Rowe, THE BOARD VOTED to approve the Sewer System Rules and Regulations for the University and its non-University affiliated users to become effective July 1, 2007."

The full resolution is presented in the agenda of the January 30, 2007 meeting in Attachment 16.



Ronald C. Schurin
Executive Secretary



Date

In digital signature language

THE UNIVERSITY OF CONNECTICUT

SEWER SYSTEM

RULES AND REGULATIONS

University of Connecticut

As Approved By Board of Trustees

Effective Date: July 1, 2007

RULES AND REGULATIONS
OF
THE UNIVERSITY OF CONNECTICUT SEWER SYSTEM

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I. Intent

In order to ensure the proper removal and disposal of sewage within the geographic region supplied by the University of Connecticut's ("Supplier") Sewer Service and System; to insure the proper operation and maintenance and the protection of the Sewer System of the University of Connecticut; and to provide for the keeping of adequate records and for the reasonable and proper supervision of the use and operation of such Sewer System of the University of Connecticut, these rules and regulations are enacted, regulating and controlling the substances which may be discharged directly or indirectly into the Sewer System of the University of Connecticut and regulating and providing for the construction and maintenance of inspection, protective and treatment devices and facilities.

II. Definitions

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter (mg/l).

"COD" (denoting Chemical Oxygen Demand) shall mean the measure of the oxygen equivalent, expressed in milligrams per liter (mg/l) of that portion of the organic matter in a sample that is susceptible to oxidation.

"Customer" shall mean the person in contract with the Supplier for Sewer Services

"Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

"Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

"Natural Outlet" shall mean any outlet into a Watercourse, pond, ditch, lake or other body of surface or groundwater.

"Owner" shall mean the person or persons having title to the property to be served by a sewer.

"Person" shall mean any individual, firm, company, association, society, corporation or group.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in miles per liter of solution.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface, and groundwater are not intentionally admitted.

"Sewage" shall mean domestic sewage consisting of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building or a non-residential, as may be detrimental to the public health or the environment, but not including manufacturing process water, cooling water, waste water from water softening equipment, blow down from heating and cooling equipment, water from cellar or floor drains or surface water from roofs, paved surface or yard drains.

"Sewer" shall mean a pipe or conduit for carrying sewage.

"Sewer Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the Sewer Lateral, beginning five feet from the inner face of the building wall.

"Sewer Extension" shall mean the connecting pipes, if necessary, between Sewer Lateral and the Supplier Connection.

"Sewer Lateral" shall mean the extension from the sewer drain to the Sewer Extension, Supplier Connection, or other place of disposal.

"Sewer Service" shall mean the entire sewage disposal system operated by Supplier to provide sewage disposal to Customer.

"Sewer System" shall mean all facilities for collecting, pumping, treating, and disposing of sewage provided by Supplier to provide Sewer Services.

"Shall" is mandatory; "May" is permissive.

"Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration of flows during normal operation.

"Storm Drain" (sometimes termed "Storm Sewer") shall mean a pipe or conduit which carries storm and surface waters and drainage, but excludes sewage and industrial wastes.

"Supplier" shall mean and refer to the University of Connecticut in its capacity as provider of Sewer Services through its Sewer System.

"Supplier Connection" shall mean the Supplier's main sewer connection to the Sewer Lateral, or to the Sewer Extension if necessary, including all piping and drainage necessary to effectuate a connection to the Supplier's existing Sewer System.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

III. Sewer Laterals and Connections

- (a) Every person desiring to obtain sewage services from the University must submit an application and receive a permit for construction of necessary sewer pipelines and equipment.
- (b) After a permit has been issued, all costs and expenses incident to the installation and connection of the Sewer Lateral to the Supplier Connection, shall be borne by the Owner including indemnifying the Supplier for any loss or damage that may directly or indirectly be occasioned by the installation of the Sewer Lateral.
- (c) If it is necessary for a Sewer Extension to be installed, such cost of installation shall be borne by the Owner, but such Sewer Extension, upon being hooked up to the Supplier Connection, will be owned, operated and maintained by the Supplier.
- (d) The Owner shall notify the Supplier when the Sewer Lateral is ready for inspection and connection to the Supplier Connection. The actual connection shall only be made under the supervision of an employee or designee of the Supplier.
- (e) A separate and independent Sewer Lateral shall be provided for every building; except where one building stands at the rear of another on the interior lot and no private sewer is available or can be constructed to the rear building, the Sewer Lateral from the front of the building may be extended to the rear building and the whole considered one Sewer Lateral.

- (f) The size, slope, alignment, materials of construction of a Sewer Lateral, and the methods to be used in excavating, placing of the necessary pipes, jointing, testing, and backfilling the trench, shall all conform to the requirements of building and plumbing codes in effect in the State of Connecticut, in the Town of Mansfield, and to the applicable rules and regulations of the Supplier.

[A SECTION CAN BE ADDED ESTABLISHING SPECIFICATIONS FOR BUILDING SEWER LATERALS IF DESIRED]

IV. Use of Sewers; Prohibited Waste

- (a) No unauthorized person shall uncover, make any connections with or opening into, discharge any waste into, alter or disturb any Supplier Sewer System or appurtenance thereof without first obtaining a written permit from the Supplier.
- (b) Any person proposing a new discharge into the system or a substantial change in the volume or character of pollutants that are being discharged into the system shall notify the Supplier at least thirty (30) days prior to the proposed change or connection.
- (c) No person shall make sewer connections of roof downspouts, exterior foundation drains, areaway drains, yard drains, or other sources of surface runoff or groundwater to a Sewer Lateral or sewer drain which is connected to the Supplier Connection at some point.
- (d) No person shall discharge or cause to be discharged any storm water, surface water, ground water, cellar drainage, roof runoff, subsurface drainage, or uncontaminated cooling water, or grease from a commercial facility to any sanitary sewer.
- (e) Storm water, uncontaminated cooling water, and all other unpolluted drainage shall be discharged to such pipes or conduits as are specifically designated as a Storm Drain, or to an approved natural outlet approved by the Supplier and the Town of Mansfield.
- (f) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
 - (1) Any gasoline, kerosene, alcohol, formaldehyde, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas, or any solid, liquid, or gas which by interaction with other substances may cause fire or explosion hazards.

- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either single or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - (3) Any waters or wastes having a pH lower than 6.0 or greater than 9.0 having any other corrosive property capable of causing damage or hazard to the sewage works, or personnel of the sewage works.
 - (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as but not limited to sand, mud, straw, shavings, metal, glass, rags, feathers, ashes, cinders, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, grease, milk containers, etc., either whole or ground by garbage grinders.
- (g) No person shall discharge or cause to be discharged the following described substances, materials, water, or wastes if it appears likely, in the opinion of the Supplier, that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Supplier will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:
- (1) Any liquid or vapor having a temperature higher than 150° F.
 - (2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 ° and 150° F.
 - (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to review and approval of the Supplier.

- (4) Any waters or wastes containing strong acids, pickling wastes, concentrated plating solutions and/or subsequent plating rinses whether neutralized or not.
- (5) Any waters or wastes which are listed as hazardous materials by the Environmental Protection Agency.
- (6) Any waters or wastes containing phenols or other taste-or odor producing substances, in such concentrations exceeding limits which may be established by the Supplier as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Supplier in compliance with applicable State or Federal Regulations.
- (8) Materials which exert or cause:
 - (i) Concentrations of Inert Suspended Solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride, and sodium sulfate) in excess of 350 mg/l.
 - (ii) Excessive discoloration (such as but not limited to dye wastes and vegetable tanning solutions).
 - (iii) A BOD in excess of 300 mg/l or a COD in excess of 600 mg/l or a chlorine requirement in excess of 15 mg/l or in such quantities as to constitute a significant load on the wastewater plant.
 - (iv) Unusual volume of flow or concentration of wastes constituting Slugs, including backwash from swimming pools.
- (9) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

- (10) Privy, septic tank or cesspool wastes. However the Supplier shall require haulers to discharge at a designated facility if one is developed within the Town or region.
- (h) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers which waters contain the substances or possess the characteristics enumerated in Section (f) of this Section, and which is the judgment of the Supplier may have a deleterious effect upon the treatment plant or collection system, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Supplier may:
- (1) Reject the wastes.
 - (2) Require pretreatment to an acceptable condition for discharge, to the public sewers.
 - (3) Require control over the quantities and rates of discharge and/or
 - (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges.
- (i) Grease, oil and sand interceptors shall be provided for all commercial establishments with cooking facilities or dishwashers, or any flammable wastes, sand, or other harmful ingredients; such interceptors may be required for private living quarters or dwelling units. All interceptors shall be located as to be readily and easily accessible for cleaning and inspection.
- (j) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at his expense.
- (k) When required by the Supplier, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole or manholes together with such necessary meters and other appurtenances in the control manholes to facilitate observation, sampling, and measurement of wastes. Control manholes shall be located and built in a manner acceptable to the Supplier. If measuring devices, meters, and other appurtenances are to be permanently installed they shall be of a type acceptable to the Supplier. All sampling, measuring, and other procedures must be acceptable to and approved by the Supplier. Control manholes, access facilities and all related equipment shall be installed by the person discharging the

waste, at his expense, and shall be maintained by him at his expense so as to be in safe condition, accessible and in proper operating condition at all times. Plans for the installation of the control manholes, access facilities and related equipment shall be approved by the Supplier prior to the beginning of construction.

- (l) No statement contained in this Article shall be construed as prohibiting any special agreement or arrangement between the Supplier and any person whereby a waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pre-treatment provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes, and no extra costs are incurred by the Supplier without recompense by the person.
- (m) Sewer Extensions must comply with all Federal, State and local regulations, including but not limited to Plan of Development, Zoning, Coastal Area Management and Inland Wetlands regulations

V. Billing; Collection; Termination of Service

(a) Sewer Charges.

- (1) All Customers shall pay to Supplier, when due, a monthly sewer use charge per hundred cubic feet based upon water consumption as indicated on the meter horn installed in the building. If a Customer does not currently have a water meter, then one must be installed by Supplier, at the Customers expense, before connection can be made to the Sewer System. See Section VI for more information on meters.
- (2) In addition to the above sewer use charge, each property owner shall pay a sanitary sewer outlet charge, paid at the time of connection, based upon a per acre of land charge calculated to the nearest 1/10 of an acre. Commercial Customers will pay a sanitary outlet charge, paid at the time of connection, of \$10,000.

(b) Billing; Payment.

Separate premises shall be separately billed. Supplier shall provide each Customer with a statement for Sewer Services in accordance with Supplier's standard billing practices for its customers. Bills are payable when rendered, which are normally semi-annually with the frequency for an account determined by the Supplier based on the days of service, classification and consumption. Failure of the

Customer to receive the bill does not relieve him/her from the obligation of payment or from the consequences of its non-payment.

(c) Default of Payment.

Sewer use charges, together with interest, shall constitute a lien upon the property on which the building is located. Such lien shall take precedence over all other liens and encumbrances except taxes and may be foreclosed in the same manner as a lien for property taxes. However, the Supplier maintains the alternative right, in lieu of foreclosing on the property, and with proper notice, to terminate the Customer's Sewer Services until such time as payment is received. If the Supplier chooses to terminate the Customer's Sewer Service, a fee for reconnection may be charged.

VI. Meters for Billing

Occasionally sewer charges are calculated through the use of meters. If a building is not already outfitted with a meter, then a meter must be installed before the connection to the Supplier's Sewer System. In some cases where it is impractical to install a meter in the sewer line billing will be done according to water usage please see billing section V. And it maybe necessary to install a water meter instead. Such installation will be at the Customer's expense and subject to the following terms:

- (a) The meters will be owned, tested and removed by the Supplier. Damage due to freezing, hot water, faulty connections, or customer's own negligence shall be paid for by the Customer.
- (b) No person, other than the Supplier, shall break seals or disconnect meters unless specifically authorized in writing by the Supplier to do so. If any person takes such action without authorization from the Supplier, that person will be liable for damages which may result there from, and shall be billed on the basis of Sewer Services used in a similar period.
- (c) The Customer will provide, at their expense, an accessible and protected location for the meter, which location shall be subject to the approval of the Supplier at the time of service pipe installation.

The meter may be located inside a building when, in the opinion of the Supplier, an inside setting will provide adequate accessibility, protection against freezing or other damage to the meter, and when the Sewer Lateral does not exceed 150 feet in length. A setting within a building shall be located just inside the cellar wall at a point which will control the entire supply to the premise.

When no suitable place inside the building is available, or the Sewer Lateral exceeds 150 feet in length, the Supplier may require that the meter be set near the street shutoff with suitable valve in a pit at least five feet deep, with a cover. Pit and cover shall be approved by the Supplier. Meter pits and vaults, including the meter vault cover, become the property of the Customer upon installation, and the Customer is responsible for the maintenance and repair of the vaults as needed from time to time. Meter pits and vaults should be accessible and free of debris, which will help prevent the meter from freezing or otherwise damaged.

- (d) The Customer is responsible for maintaining piping on either side of the meter in good condition and valved on both side of the meter so that the meter may be removed or replaced conveniently and without damage to such piping.
- (e) The Customer is requested to notify the Supplier promptly of any defect in or damage to the meter or its connections.
- (f) In order to assure accuracy, the Supplier may at any time remove a meter for tests, repairs or replacement. At a minimum, meters will be tested periodically with the testing schedule adopted by the Supplier. Customers shall allow the Supplier access to their property for such periodic meter tests.
- (g) Upon written request of Customer, the Supplier will test without charge to the Customer, the accuracy of a meter in use at his premises provided the meter has not been tested by the Supplier within one year prior to such request. If the Customer desires to be present for the meter test, he shall notify the Supplier within ten (10) days of receipt of the written notification granting such test by the Supplier.
- (h) The Supplier can assume no responsibility for clogging of interior house plumbing or flooding which may occur during or after interruption of service or repairs to services, meters or mains.
- (i) The Supplier may not be required to install a meter until all requirements for connection to the Supplier Connection have been met, including inspection of the Sewer Lateral by Supplier.

VII. Sewer System Ownership and Responsibilities

The Supplier shall operate, maintain, service, and repair the Sewer System that it owns, at its sole cost, excluding any repairs, replacements and

maintenance required within one year of completion of its installation. The Supplier shall have the sole and exclusive right to operate and control the Sewer System in such manner to provide Sewer Services to Customers and to other projects now or hereafter owned or served by the Supplier. Subject to its obligations hereunder, the Supplier shall have no obligation with regard to repairs, replacements or maintenance of the Sewer Laterals and appurtenances thereto, which are the property of the Person who owns the Property served.

The Supplier shall not be liable for any damage to person or property, sustained as a result of any break, failure or accident in or to its system or any part thereof, which is not due to the Supplier's negligence, or which, being known to the customer, was not reported by that customer in time to avoid or mitigate such damage.

VIII. Inspection, Penalties, and Validity

- (a) Any representative of the Supplier, bearing proper credentials, must be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of these regulations.
- (b) Any person violating any provision of these regulations shall be served by the Supplier with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The Owner shall, within the period of time stated in such notice, permanently cease all violations. Any person violating any of the provisions of these regulations shall become liable to the Supplier for any expense, loss or damage occasioned by reason of such violation.
- (c) The invalidity of any one section, clause, sentence, or provision of these regulations shall not affect the validity of any other part of these regulations which can be given effect without such invalid part or parts.

IX. Fat, Oil and Grease; FOG Regulations

TABLE 1
Fats, Oils, and Grease Pretreatment Ordinance Sections

- Section 1. Purpose.
- Section 2. Definitions.
- Section 3. Application to Install a FOG Pretreatment System.
- Section 4. Discharge Limits.
- Section 5. Pretreatment System Requirements.
- Section 6. Alternate FOG Pretreatment System.
- Section 7. Pretreatment Equipment Maintenance.
- Section 8. FOG Minimization

Fats, Oils, and Grease Pretreatment

Section 1. Purpose.

The purpose of this rule is to outline the wastewater pretreatment requirements for Food Preparation Establishments and other commercial facilities that discharge fats, oils, and grease in their wastewater flow. All new and existing facilities that generate and discharge fats, oils, and grease in their wastewater flow shall install, operate, and maintain a FOG pretreatment system. The requirements of this ordinance shall supplement and be in addition to the requirements of the University of Connecticut or Town of Mansfield Sewer Use rules and regulations.

Section 2. Definitions.

AGENT – Authorized representative of the Town, University or {WWTP}, Wastewater Treatment Plant.

CONTACT PERSON - The Contact Person shall mean the individual responsible for overseeing daily operation of the Food Preparation Establishment and who is responsible for overseeing the Food Preparation Establishment's compliance with the FOG Pretreatment Program.

FOG - FATS, OILS, AND GREASE - Animal and plant derived substances that may solidify or become viscous between the temperatures of 32°F and 150°F (0°C to 65°C); and that separate from wastewater by gravity. Any edible substance identified as grease per the most current EPA method as listed in 40-CFR 136.3.

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FOG INTERCEPTOR - A passive tank installed outside a building and designed to remove fats, oils, and grease from flowing wastewater while allowing wastewater to flow through it, and as further defined herein.

FOG RECOVERY UNIT - All active indoor mechanical systems designed to remove fats, oil, and grease by physical separation from flowing wastewater, as further defined herein.

FOG PRETREATMENT SYSTEM - Refers to properly installed and operated FOG Interceptors and FOG Recovery Units as approved by the {Agency}.

FOOD PREPARATION ESTABLISHMENTS - means Class III and Class IV food service establishments and any other facility determined by the {Agency} to discharge FOG above the set limits in Section 5(b)(2) of the Department of Environmental Protection's General Permit for the Discharge of Wastewater Associated with Food Preparation Establishments. These facilities shall include but not be limited to restaurants, hotel kitchens, hospital kitchens, school kitchens, bars, factory cafeterias, and clubs. Class III and Class IV food service establishments shall be as defined under Section 19-13-B42 of the State Of Connecticut Public Health Code.

NON-RENDERABLE FATS, OILS, AND GREASE - Non-renderable fats, oils, and grease is food grade grease that has become contaminated with sewage, detergents, or other constituents that make it unacceptable for rendering.

NOTIFICATION OF APPROVED ALTERNATE FOG PRETREATMENT SYSTEM - Written notification from the {Agency} for authorization to install and/or operate an alternate FOG Pretreatment System.

RENDERABLE FATS, OILS, AND GREASE - Renderable fats, oils, and grease is material that can be recovered and sent to renderers for recycling into various usable products. Renderable grease is created from spent products collected at the source, such as frying oils and grease from restaurants. This material is also called yellow grease.

RENDERABLE FATS, OILS, AND GREASE CONTAINER - Refers to a closed, leak-proof container for the collection and storage of food grade fats, oil, and grease.

REGIONAL FOG DISPOSAL FACILITY - A facility for the collection and disposal of non-renderable FOG approved by the Connecticut Department of Environmental Protection.

Section 3. Application to Install a FOG Pretreatment System.

- A. FOG Pretreatment Systems shall be provided for:
- (1) All new and existing Food Preparation Establishments, including restaurants, cafeterias, diners, and similar non-industrial facilities using food preparation processes that have the potential to generate FOG in wastewater at concentrations in excess of the limits defined in this ordinance.
 - (2) New and existing facilities which, in the opinion of the {Agency}, require FOG Pretreatment Systems for the proper handling of wastewater containing fats, oils, or grease, except that such FOG Pretreatment Systems shall not be required for private living quarters or dwelling units.
- B. All new Food Preparation Establishments which generate and discharge wastewater containing fats, oils, and grease and which will require a FOG Pretreatment System, as determined by the {Agency}, shall include the design and specifications for the FOG Pretreatment System as part of the sewer connection application as described in the {Town, University or WWTP} Sewer Use Ordinance.
- C. All existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which require a new FOG Pretreatment System, as determined by the {Agency}, shall submit an application for the installation of a new FOG Pretreatment System within twelve (12) months of adoption of this ordinance. The application shall be in accordance with {Town, University or WWTP} Sewer Use Ordinance. The approved FOG Pretreatment System shall be installed within three (3) years of adoption of this ordinance.
- D. Existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which have an existing non-complying FOG Pretreatment System may, as determined by the {Agency}, operate the existing FOG Pretreatment System. Such facilities shall submit an application for an "Alternate FOG Pretreatment System" as described in {Section 6 C}. Such application shall be submitted within twelve (12) months of adoption of this ordinance.
- E. All costs and related expenses associated with the installation and connection of the FOG Interceptor(s) or Alternate FOG Pretreatment System(s) shall be borne by the Food Preparation Establishment. The

Food Preparation Establishment shall indemnify the {Town, University or WWTP} and it's Agents for any loss or damage that may directly or indirectly occur due to the installation of the FOG Pretreatment System.

Section 4. Discharge Limits.

- A. No facility shall discharge or cause to be discharged any wastewater with a FOG concentration in excess of one hundred (100) milligrams per liter, as determined by the currently approved test for total recoverable fats and grease listed in 40 CFR 136.3, or in concentrations or in quantities which will harm either the sewers, or Water Pollution Control Facility, as determined by the {Agency}.

Section 5. Pretreatment System Requirements.

- A. An application for the design and installation of a FOG Pretreatment System shall be subject to review and approval by the {Agency} per the {Town, University or WWTP} Sewer Use Ordinance, and subject to the requirements of all other applicable codes, ordinances, and laws.
- B. Except as provided by {Section 6}, the wastewater generated from Food Preparation Establishments shall be treated to remove FOG using a FOG Interceptor.
- C. Every structure at the subject facility shall be constructed, operated, and maintained, in a manner to ensure that the discharge of food preparation wastewater is directed solely to the FOG Interceptor, or Alternate FOG Pretreatment System. No valve or bypass piping that could prevent the discharge of food preparation wastewater from entering appropriate pretreatment equipment shall be present.
- D. The Contact Person at each Food Preparation Establishment shall notify the {Agency} when the FOG Pretreatment System is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the plumbing inspector, and/or {Agent}.
- E. All applicable local plumbing/building codes shall be followed during the installation of the FOG Pretreatment System.
- F. FOG Interceptor Requirements.
 - (1) The FOG Interceptor shall be installed on a separate building sewer servicing kitchen flows and shall only be connected to those fixtures or drains which can allow fats, oils, and grease to be discharged into the sewer. This shall include:

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- (a) Pot sinks;
 - (b) Pre-rinse sinks, or dishwashers without pre-rinse sinks;
 - (c) Any sink into which fats, oils, or grease may be introduced;
 - (d) Soup kettles or similar devices;
 - (e) Wok stations;
 - (f) Floor drains or sinks into which kettles may be drained;
 - (g) Automatic hood wash units;
 - (h) Dishwashers without pre-rinse sinks; and
 - (i) Any other fixtures or drains that can allow fats, oils, and grease to be discharged into the sewer.
- (2) No pipe carrying any wastewater other than from those listed in the Paragraph above shall be connected to the FOG Interceptor.
- (3) No food grinder (garbage disposal) shall discharge to the FOG Interceptor.
- (4) The FOG Interceptor shall be located so as to maintain the separating distances from well water supplies set forth in Section 19-13-B51d of the Public Health Code.
- (5) The following minimum-separating distances shall be maintained between the FOG Interceptor and the items listed below.
- | | |
|---|-------|
| (a) Property line | 10 ft |
| (b) Building served (no footing drains) | 15 ft |
| (c) Ground water intercepting drains, footing drains and storm drainage systems | 25 ft |
| (d) Open watercourse | 50 ft |
- (6) The FOG Interceptor shall have a retention time of at least twenty-four (24) hours at the maximum daily flow based on water meter records or other calculation methods as approved by the {Agency}. The FOG Interceptor minimum capacity shall be 1,000 gallons. FOG Interceptors shall have a minimum of two compartments. The two compartments shall be separated by a baffle that extends from the bottom of the FOG interceptor to a minimum of five (5) inches above the static water level. An opening in the baffle shall be located at mid-water level. The size of the opening shall be at least eight (8) inches in diameter but not have an area exceeding 180 square inches.
- (7) FOG Interceptor shall be watertight and constructed of precast concrete, or other durable material.

- (8) FOG Interceptors constructed of precast concrete, shall meet the following requirements:
 - (a) The exterior of the FOG Interceptor, including the exterior top and bottom and extension to grade manholes, shall be coated with a waterproof sealant.
 - (b) All concrete FOG Interceptors shall be fabricated using minimum 4,000-psi concrete per ASTM standards with 4 to 7 percent air entrainment.
 - (c) All structural seams shall be grouted with non-shrinking cement or similar material and coated with a waterproof sealant.
 - (d) Voids between the FOG Interceptors walls and inlet and outlet piping shall be grouted with non-shrinking cement and coated with a waterproof sealant.
- (9) All non-concrete septic tanks must be approved for use by the {Agency}.
- (10) The FOG Interceptor shall be accessible for convenient inspection and maintenance. No structures shall be placed directly upon or over the FOG Interceptor.
- (11) The FOG Interceptor shall be installed on a level stable base that has been mechanically compacted with a minimum of six (6) inches of crushed stone to prevent uneven settling.
- (12) Select backfill (Recommended material, sand) shall be placed and compacted around the FOG Interceptor in a manner to prevent damage to the tank and to prevent movement caused by frost action.
- (13) The outlet discharge line from the FOG Interceptor shall be directly connected to the municipal sanitary sewer.
- (14) The FOG Interceptor shall have a minimum liquid depth of thirty-six (36) inches.
- (15) Separate clean-outs shall be provided on the inlet and outlet piping.
- (16) The FOG Interceptor shall have separate manholes with extensions to grade, above the inlet and outlet piping. FOG Interceptors installed in areas subject to traffic shall have manhole extensions to grade with ductile iron frames and round manhole covers. The word "SEWER" shall be cast into the manholes

covers. FOG Interceptors installed outside areas subject to traffic may have concrete risers with lids either having a minimum weight of 59 lbs or shall be provided with a lock system to prevent unauthorized entrance. All manholes and extensions to grade providing accesses to the FOG Interceptor shall be at least seventeen (17) inches in diameter.

- (17) Inlet and outlet piping shall have a minimum diameter of four (4) inches and be constructed of schedule 40 PVC meeting ASTM 1785 with solvent weld couplings.
- (18) The Inlet and outlet shall each utilize a tee-pipe on the interior of the FOG Interceptor. No caps or plugs shall be installed on the tee-pipes. The inlet and outlet shall be located at the centerline of the FOG Interceptor and at least twelve (12) inches above the maximum ground water elevation. The inlet tee shall extend to within 12 inches of the bottom of the FOG Interceptor. The inlet invert elevation shall be at least three (3) inches above the invert elevation of the outlet but not greater than four (4) inches. The outlet tee-pipe shall extend no closer than twelve (12) inches from the bottom of the FOG Interceptor and the diameter of this tee-pipe shall be a minimum of four (4) inches.
- (19) The diameter of the outlet discharge line shall be at least the size of the inlet pipe and in no event less than four (4) inches.
- (20) When necessary due to installation concerns, testing for leakage will be performed using either a vacuum test or water-pressure test.
 - (1) Vacuum Test - Seal the empty tank and apply a vacuum to two (2) inches of mercury. The tank is approved if 90 percent of the vacuum is held for two (2) minutes.
 - (2) Water-Pressure Test - Seal the tank, fill with water, and let stand for twenty-four (24) hours. Refill the tank. The tank is approved if the water level is held for one (1) hour.

Section 6. Alternate FOG Pretreatment System.

- A. When it is not practical for the Food Preparation Establishment to install an outdoor in-ground FOG Interceptor per {Section 5}, an Alternate FOG Pretreatment System may be utilized upon approval by the {Agency} and upon receiving a "Notification of Approved Alternative FOG Pretreatment System." Approval of the system shall be based on demonstrated (proven) removal efficiencies and reliability of operation.

The {Agency} will approve these systems on a case-by-case basis. The Contact Person may be required to furnish the manufacturer's analytical data demonstrating that FOG discharge concentrations do not exceed the limits established in this ordinance.

- B. Alternate FOG Pretreatment Systems shall consist of a FOG Recovery Unit meeting the requirements of {Paragraph D below}, unless there are special circumstances that preclude such installation, as approved by the {Agency}, and in accordance with {Paragraph E}.
- C. Alternate FOG Pretreatment Systems shall meet the requirements of {Section 5, A through E}, and {Section 5 F. (2) and (3)} and shall be installed immediately downstream of each of the fixtures and drains listed in {Section 5 F. (1)}.
- D. Alternate FOG Pretreatment System Requirements.
 - (1) FOG Recovery Units shall be sized to properly pretreat the measured or calculated flows using methods approved by the {Agency}.
 - (2) FOG Recovery Units shall be constructed of corrosion-resistant material such as stainless steel or plastic.
 - (3) Solids shall be intercepted and separated from the effluent flow using a strainer mechanism that is integral to the unit.
 - (4) FOG Recovery Units shall operate using a skimming device, automatic draw-off, or other mechanical means to automatically remove separated FOG. This skimming device shall be controlled using a timer, FOG sensor, or other means of automatic operation. FOG Recovery Units operated by timer shall be set to operate no less than once per day.
 - (5) FOG Recovery Units shall be included with an internal or external flow control device.
 - (6) FOG Recovery Units shall be located to permit frequent access for maintenance, and inspection.
- E. Other Alternate FOG Pretreatment System
 - (1) Other Alternate FOG Pretreatment Systems that do not meet the requirements of {Section 5 F or Section 6 D}, may be considered for approval by the {Agency} on a case-by-case basis. The application shall include:

- (a) Documented evidence that the Alternate FOG Pretreatment System will not discharge FOG concentrations that exceed the discharge limits per {Section 4}.
 - (b) Plans and specifications for the proposed system including plans and profile of system installation, manufacturer's literature, documentation of performance and any other information detailing the alternate system.
 - (c) A written Operation and Maintenance Plan, which shall include the schedule for cleaning and maintenance, copies of maintenance log forms, a list of spare parts to be maintained at the subject facility, and a list of contacts for the manufacturer and supplier. Following receipt of written Notification of Approved Alternate FOG Pretreatment System from the {Agency}, the Operation and Maintenance Plan shall be maintained on the premises. The plan shall be made available for inspection on demand by the {Agent}.
 - (d) A written FOG Minimization Plan, which shall include procedures for all Food Preparation Establishment employees to minimize FOG entering the wastewater collection system.
 - (e) Description of a FOG Pretreatment Training Program for Food Preparation Establishment employees in minimization procedures.
- (2) A Notification of Approved Alternate FOG Pretreatment System may be granted for a duration not to exceed three (3) years, with extensions, when demonstrated to the satisfaction of the {Agency} that the Alternate FOG Pretreatment System, Operation and Maintenance Plan, FOG Minimization Plan and FOG Pretreatment Training Program are adequate to maintain the FOG concentration in the wastewater discharge below the limits set in {Section 4}.

Section 7. Pretreatment Equipment Maintenance

- A. The FOG Pretreatment System shall be maintained continuously in satisfactory and effective operation, at the Food Preparation Establishment's expense.
- B. The Contact Person shall be responsible for the proper removal and disposal, by appropriate means, of the collected material removed from the FOG Pretreatment System.
- C. A record of all FOG Pretreatment System maintenance activities shall be maintained on the premises for a minimum of five (5) years.

- D. The Contact Person shall ensure that the FOG Interceptor is inspected when pumped to ensure that all fittings and fixtures inside the interceptor are in good condition and functioning properly. The depth of grease inside the tank shall be measured and recorded in the maintenance log during every inspection along with any deficiencies, and the identity of the inspector.
- E. The Contact Person shall determine the frequency at which its FOG Interceptor(s) shall be pumped according to the following criteria:
- (1) The FOG Interceptor shall be completely cleaned by a licensed waste hauler when 25% of the operating depth of the FOG Interceptor is occupied by grease and settled solids, or a minimum of once every three (3) months, whichever is more frequent.
 - (2) If the Contact Person can provide data demonstrating that less frequent cleaning of the FOG Interceptor will not result in a grease level in excess of 25% of the operating depth of the FOG Interceptor, the {Agency} may allow less frequent cleaning. The Contact Person shall provide data including pumping receipts for four (4) consecutive cleanings of the FOG Interceptor, complete with a report from the FOG hauler indicating the grease level at each cleaning, and the FOG Interceptor maintenance log.
 - (3) A maintenance log shall be maintained on the premises, and shall include the following information: dates of all activities, volume pumped, grease depth, hauler's name, location of the waste disposal, means of disposal for all material removed from the FOG Interceptor, and the name of the individual recording the information. The maintenance log and waste hauler's receipts shall be made available to the {Agent} for inspection on demand. Interceptor cleaning and inspection records shall be maintained on file a minimum of five (5) years.
- F. All removal and hauling of the collected materials must be performed by State approved waste disposal firms. Pumped material shall be disposed of at a Regional FOG Disposal Facility. Pumping shall include the complete removal of all contents, including floating materials, wastewater and settled sludge. Decanting back into the FOG Interceptor shall not be permitted. FOG interceptor cleaning shall include scraping excessive solids from the wall, floors, baffles and all piping.
- G. The Contact Person shall be responsible for the cost and scheduling of all installation and maintenance of FOG Pretreatment System components. Installation and maintenance required by the {Agent} shall be completed within the time limits as given below:

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Violation	Days from inspection to Correct Violation
Equipment not registered	30 days
Installation violations (outdoor and indoor)	90 days
Operational violations	30 days

Section 8. FOG Minimization.

- A. The Contact Person shall make every practical effort to reduce the amount of FOG contributed to the sewer system.
- B. Renderable fats, oils, and grease shall not be disposed of, in any sewer or FOG Interceptor. All renderable fats, oils, and grease shall be stored in a separate, covered, leak-proof, Renderable FOG Container, stored out of reach of vermin, and collected by a renderer.
- C. Small quantities of FOG scraped or removed from pots, pans, dishes and utensils shall be directed to the municipal solid waste stream for disposal.

EXHIBIT D

Sewage Restrictions

Wastewater Load Criteria
MAXIMUM PERMISSIBLE VALUES

PARAMETER	MAX VALUE
BOD	The BOD of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, at any period of time, the Mansfield Use Percentage <u>multiplied by 6,425 Pounds per day</u> (and, in no event, may exceed the Mansfield Reserve Percentage <u>multiplied by 6,425 Pounds per day</u>).
TSS	The Suspended Solids of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, during any period of time, the Mansfield Use Percentage <u>multiplied by 5,365 Pounds per day</u> (and, in no event, may exceed the Mansfield Reserve Percentage <u>multiplied by 5,365 Pounds per day</u>). [*]
Nitrogen	The nitrogen of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, during any period of time, the Mansfield Use Percentage <u>multiplied by 1,000 Pounds per day</u> (and, in no event, may exceed the Mansfield Reserve Percentage <u>multiplied by 1,000 Pounds per day</u>).
pH Standard Units	The Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not, during any period of time, have a pH lower than 6.0 or greater than 9.0 (in each case, based on an instantaneous measurement).

EXHIBIT E

Initial Annual Budget

The Annual Budget for the first Contract Year is attached hereto.

It is acknowledged and agreed to by the parties that (i) \$3.2 million of UConn Capital Costs currently estimated for construction of items in the Headworks Building, Carrousel Basins, Process Equipment, Disinfection, and Collection System, as described in a vulnerability assessment of the UConn Sewerage System and UConn Sewage Plant prepared by UConn's consultants, will not be allocated to Mansfield pursuant to Section 9(b) of the Agreement; and (ii) UConn's collection of Mansfield's portion of the UConn Capital Costs for the first Contract Year described in the attached Annual Budget shall be deferred until, and added to Mansfield's portion of the UConn Capital Costs in, the second Contract Year.

DRAFT

TOWN OF MANSFIELD
UNIVERSITY OF CONNECTICUT
SEWER & WATER SERVICE AGREEMENT

This agreement shall become effective on the 1st day of January, 1989, between:

The TOWN OF MANSFIELD, acting by and through its Town Council, hereinafter referred to as "TOWN".

The UNIVERSITY OF CONNECTICUT, acting by and through its Board of Trustees, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, Special Act NO. 78-79 and Public Act No. 85-544 of the State of Connecticut Legislature authorize the UNIVERSITY to enter into agreements with the Mansfield Retirement Community, Inc., the Town of Mansfield, and the Mansfield Housing Authority to provide sewer and water service to facilities for predominantly low and moderate income elderly persons, and

WHEREAS, extensions of the UNIVERSITY'S sewer and water systems have been made for these purposes, and said systems are now in place, complete and functional, and

WHEREAS, UNIVERSITY also supplies water to and collects sewage from the Audrey P. Beck Municipal Building, and

WHEREAS, TOWN and UNIVERSITY are now jointly interested in entering into a formal agreement with each other setting forth the terms and conditions of all said water and sewer services, and

WHEREAS, the terms and conditions of said sewer service have been set forth in the UNIVERSITY'S sewer operating ordinance approved by the Connecticut Department of Environmental Protection and U.S. Environmental Protection Agency attached hereto in part as Appendix A, and by reference made a part hereof, and

NOW, THEREFORE, in consideration of the above premises and the agreements and commitments hereinafter following, TOWN and UNIVERSITY do hereby agree as follows:

I. WATER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall provide water service to: Mansfield Retirement Community, Inc., (Juniper Hill), the Town of Mansfield Senior Center, the Town of Mansfield Housing Authority's Wright's Village, Development and the Mansfield Cooperative's Glen Ridge for a maximum population of approximately five hundred (500) persons, and water service to the Audrey P. Beck Building and Mansfield Housing Authority's Holinko Estates as set forth herein. In addition, water service shall be provided to a nursing facility of one hundred twenty (120) bed maximum when and if such facility is constructed. Said water service shall be in accordance with the quality, quantity and pressure standards for potable water as set forth in sections 19-13-B102 of the Connecticut Public Health Code, excepting that no fire hydrants shall be permitted in the distribution lines beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads.

UNIVERSITY shall maintain adequate sources of supply, treatment facilities, storage facilities, and distribution lines to provide said water service now and for the terms of this Agreement except that the TOWN shall maintain or cause to be maintained all distribution lines, meters and auxiliaries associated with the above referenced facilities beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads in accordance with the UNIVERSITY'S operation and maintenance methods and accepted standards for water distribution systems.

UNIVERSITY shall bill the TOWN for the water consumed by the above referenced facilities. Said billings shall be on a semi-annual basis based on meter readings located at or near these establishments.

UNIVERSITY shall establish unit water service rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis. Said rates shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing of each fiscal year.

II. SEWER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall receive sanitary sewage generated only by the facilities named in the first paragraph of Section I above.

TOWN shall cause said sewage from these facilities to be delivered to the UNIVERSITY'S sewer system by means of owned and maintained system consisting of a pump station located on Eagleville Road and a 6" force main location on South Eagleville Road, Westwood Road, and Hillside Circle discharging into the UNIVERSITY'S gravity sewer system.

TOWN shall be responsible for the operation and maintenance of said pump station and force main in accordance with UNIVERSITY specifications and standard operation procedures at no cost to UNIVERSITY. To this end, TOWN shall permit UNIVERSITY inspection and approval of TOWN design, construction, maintenance and operation of these facilities whenever appropriate.

UNIVERSITY shall maintain, expand and enlarge, as necessary, any and all of its facilities so as to maintain adequate collection and treatment facilities for said sewage from the TOWN as described above now and for the term of this Agreement.

UNIVERSITY shall bill the town for the sewage accepted from the above referenced facilities.

UNIVERSITY shall establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis. Said user charges shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing each fiscal year.

III. TERM AND AGREEMENT:

This Agreement shall be binding upon the parties, their successors and assigns for a period of five years, and thereafter shall be renewed on a year-to-year basis unless otherwise terminated by either party sixty days in advance of the anniversary date.

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

TOWN OF MANSFIELD
STATE OR COUNTY

UNIVERSITY OF CONNECTICUT

Martin H. Berliner 6-27-89
Martin H. Berliner
Town Manager

Sallie A. Giffen 5/5/89
Sallie A. Giffen
Vice President for
Finance and Administration

Recommended as to form
and content:

Attest:

[Signature]
Town Attorney

Paul M. Shapiro
Paul M. Shapiro
Assistant Attorney General

Mansfield Reserve Calculations, Existing and Potential New Uses

<u>Currently Connected</u>	Estimated Wastewater Flow (gpd)	2015 Actual Usage (gpd)	<i>Data Source</i>
SE Pumping Station	33,000	33,000	<i>Pumping Records(3/1/15 - 7/31/15)</i>
Glen Ridge			
Mansfield Rehabilitation Center			
Juniper Hill			
Wright's Village			
Mansfield Senior Center			
PO Pumping Station	28,500	28,500	<i>Pumping Records(3/1/15 - 7/31/15)</i>
MP-2 (Hair Cuttery / Wingstop / UPS Store)			
Hanks Hill Road Mobile park			
Courtyard Condos			
Town/Regional Facilities	9,500	9,500	<i>Billed Usage</i>
EO Smith High School			
Town Hall			
Mansfield Community Center			
Discovery Depot			
Storrs Center Build-Out (<i>Includes MP-2, Dual Accounted</i>)	169,300	80,000	<i>Uconn Water Records</i>
Knollwood	20,400	20,400	<i>p. 3-1 (2007 Wastewater Master Plan)</i>
From Previous Water & Sewer Agreement			
Holinko Estates	5,800	5,800	<i>Billed Usage</i>
Total Connected	266,500	177,200	
<u>Not Connected To Date (8/2015)</u>			
Four Corners Sewer	187,000		<i>App C (Weston & Sampson Pumping Station Evaluation)</i>
Masonicare	30,000		<i>(Masonicare Estimate 2012)</i>
Future Anticipated Development	65,500		<i>p. 3-1 (2007 Wastewater Master Plan)</i>
Total Not Currently Connected	282,500	282,500	
Total Wastewater Allocation	<u>549,000</u>	<u>459,700</u>	
Percentage of 3.0 MGD	18.3%	15.3%	

Recommend use 18% as Mansfield's reserve allocation of the 3.0 MGD which is 540,000 gallons per day

Mansfield Off-Campus Users

<u>Areas Considered for Transfer</u>	# of Pumping Stations	Estimated Age of Piping (yrs)	# of Properties Serviced	Length of Pipe (ft)
Willowbrook Area	0	80	22	2185
Willowbrook Area				
Oak Hill				
South Eagleville Road Area	1	60	57	4611
Eastwood				
Westwood				
Hillside Circle				
<u>Areas Not Considered for Transfer</u>	# of Pumping Stations	Estimated Age of Piping (yrs)	# of Properties Serviced	Length of Pipe (ft)
Storrs Center Area	0	Varies	1	0
Storrs Common		-		
King Hill Road Area	3	Varies	6	Unk



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Kevin Deneen, Town Attorney
Date: July 25, 2016
Re: Agreement between the Town of Mansfield and the Green Family regarding Ravine Road

Subject Matter/Background

As Council will recall, at your February 22, 2016 meeting you authorized staff to implement the following actions to remedy the unimproved portion of Ravine Road and to address the concerns raised by the public and the proprietors of Spring Brook Farm (the Green family):

- The Town will install guiderail and other safety improvements, and reopen the unimproved portion of Ravine Road.
- The Town will install gates at each end of the unimproved section, which will be left in an open position.
- The Town will negotiate an agreement or other appropriate legal instrument providing designated personnel from Spring Brook Farm with the authority to close the gates when needed to conduct farming operations. The agreement or instrument will include specific criteria, such as specific time periods during which the gate can and cannot be closed, the term of the agreement and other important matters. The Town's objective will be to provide the farm with limited opportunities to conduct agricultural operations without interference from vehicular traffic, while minimizing the impact of closing the road on the neighborhood and the public.

Using funds budgeted in the FY 2016/17 capital improvement program (CIP), staff is in the process of making the physical improvements to re-open Ravine Road.

I am now presenting you with the attached proposed agreement between the Town and the Green family, the owners of Spring Brook Farm. The agreement took some time to negotiate but is acceptable to the Greens. The agreement is concise and provides the Greens with the limited ability to close the road to

conduct farming operations. Staff believes the agreement will strike the right balance to maintain public use of the road while allowing the Greens reasonable access to close the road for agricultural operations.

Financial Impact

At staff's recommendation, the Council budgeted a sum of \$110,000 in the FY17 CIP to install the guiderails and to make other safety improvements at Ravine Road. We believe that sum remains sufficient and that the proposed agreement will not cause the Town to incur additional costs.

Legal Review

Staff has drafted and negotiated the proposed agreement with the assistance of the Town Attorney.

Recommendation

Staff has emailed a copy of the proposed agreement to the abutters residing on Ravine Road to see if they have any comments and to notify them that the Council will consider this matter at the July 25, 2016 meeting.

If requested, the Council may wish to defer action until the August 8, 2016 meeting to provide additional time for public comment. Once the Council is ready to act, staff recommends that the Council authorize me to execute the proposed agreement.

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

Move, effective July 25, 2016, to authorize the Town Manager to execute the Agreement between the Town of Mansfield and the Green family regarding Ravine Road.

Attachments

- 1) Proposed agreement between the Town and Green Family
- 2) February 22, 2016 AIS
- 3) J. Carrington re: Unimproved Portion of Ravine Road, 1/19/2016
- 4) J. Carrington re: Ravine Road Questions Answered
- 5) Maps

AGREEMENT

Whereas, the Town of Mansfield ("Town") owns a certain road known as Ravine Road ("Road"), a portion of which road is unimproved; and

Whereas, Karen W. Green, Olin Cyril Green and Quinn Wilbert Green, (hereinafter collectively "Green") own and operate a farm which abuts on either side of the unimproved portion of Ravine Road; and

Whereas, the Town, in the interest of public safety, and taking due consideration of the condition and use of Ravine Road wishes to enter into an agreement with Green to ensure the safe use of Ravine Road;

Whereas, the Town and Green wish to provide a means of assuring public safety in the use of Ravine Road by Green and the public;

Now therefore, the Town and Green, in consideration of the promises contained herein, agree as follows:

1. The Town shall, at its expense, install and maintain appropriate gates at both ends of the unimproved section of Ravine Road.
2. Said gates shall remain locked in the open position at all times, unless closed by Green or their designee in accordance with the terms of this Agreement or unless closed by the Town.
3. Unless for haying operations, an unforeseen circumstance or an emergency, Green shall not close one or both gates during the following hours:
 - A. Monday through Friday: 12:00 am to 5:00 am, 7:00 am to 9:00 am, 4:00 pm to 6:00 pm, and 10:00 pm to 12:00 am;
 - B. Saturday and Sunday: 12 am to 5:00 am and 10:00 pm to 12:00 am.
4. In order to assure public safety, the gates may be closed by Green during these hours as needed for farming operations.
 - A. Monday through Friday: 5:00 am to 7:00 am, 9:00 am to 4:00 pm, and 6:00 pm to 10:00 pm;
 - B. Saturday and Sunday: 5:00 am to 10:00 pm.
5. Any closure of the gates pursuant to Paragraph 4, supra, shall only be for the minimum amount of time necessary to safely complete the farming operations which impede public safety on Ravine Road.
6. When closed by the Green the gates must be securely locked. Green will lock the gates by placing their lock on the chain in such a manner that it allows the Town owned lock to function (daisy chain). The Town may in its sole discretion open said gates at any time.

7. The Town may lock the gates closed at any time for public safety. Within the constraints of available resources, the Town shall remedy the public safety issue and reopen the Road in a timely manner. Green may access their property at their own risk during these Town closures by unlocking and opening the gates and then immediately closing and locking the gates. If the Town ultimately determines that it does not have the resources or desire to reopen the Road, the Town may terminate this Agreement pursuant to Paragraph 10 below or may seek legislative approval pursuant to the conditions set out in state statute to discontinue the use of the Road.
8. Pedestrian, bicycle, vehicular traffic shall not be permitted on the unimproved portion of Ravine Road when the gates are closed and locked. The Town will post signs to provide notice of these restrictions and may adjust or add barriers as needed.
9. This Agreement shall be for an initial term of five (5) years from the date hereof. Green shall have the right to request that the Town approve an extension of this Agreement for three (3) additional five (5) year terms. In order to request each such an extension, Green shall notify in writing the Town (through its Town Manager) at least six (6) months in advance of the scheduled termination of this Agreement that Green requests an extension of the Agreement.
10. Notwithstanding the foregoing, the Town or Green may terminate this Agreement in its sole discretion at any time. At the end of the term of this Agreement including any extension thereof, or upon termination by either Party, Green shall remove all locks, chains or other personal property from the gate(s). If Green shall not remove all locks, chains or other personal property from the gates within ten (10) days of written notice to Green, the Town shall have the right to remove and dispose of such items.

Dated at Mansfield, Connecticut this ____ day of _____ 2016.

Town of Mansfield

Karen W. Green

By: Matthew W. Hart, its Town Manager
Duly Authorized

Olin Cyril Green

Quinn Wilbert Green



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Kevin Deneen, Town Attorney
Date: February 22, 2016
Re: Ravine Road (Unimproved Portion)

Subject Matter/Background

At the January 25, 2016 meeting, staff presented options to address the unimproved portion of Ravine Road. In addition, many citizens addressed this subject during the public comment period. At the conclusion of the Council's discussion of this item, Mayor Shapiro expressed his sincere desire to find a compromise solution that would address the needs of the key stakeholders, including those supporting the discontinuance of that section of the road with the land reverting to the primary abutter (Spring Brook Farm) and those supporting the reopening of the road for the neighborhood and public.

Following the January 25th discussion, on February 6th the Council conducted a site visit to Ravine Road. At the time of the site visit and in response to the Mayor's suggestion calling for a compromise solution, staff presented an additional option for the Council's consideration:

- Following the installation of guiderail and other safety improvements, the Town would reopen the unimproved portion of Ravine Road.
- The Town would install gates at each end of the unimproved section, which would be left in an open position.
- The Town would negotiate an agreement or other appropriate legal instrument providing designated personnel from Spring Brook Farm with the authority to close the gates when needed to conduct farming operations. The agreement or instrument would include specific criteria, such as specific time periods during which the gate could and could not be closed, the term of the agreement and other important matters. The Town's objective would be to provide the farm with limited opportunities to conduct agricultural operations without interference from vehicular traffic, while minimizing the impact of closing the road on the neighborhood and the public.

I have reviewed this concept in a preliminary way with the proprietor of Spring Brook Farm and other residents of the Ravine Road neighborhood, and have received positive feedback on this option.

Financial Impact

Staff's estimate to install the guiderails and to make other safety improvements totals \$110,000. If Council endorses the compromise solution, staff will include this sum in the Proposed FY2016/17 Capital Improvement Program.

Legal Review

If the Council chooses to endorse the compromise option, staff would work with the Town Attorney to draft a proposed agreement or other legal instrument for the Town Council's consideration.

Recommendation

At this point staff is seeking the Council's input regarding the concept of the compromise solution outlined above. If the Council wishes to pursue this option further, staff would begin working with the Town Attorney to draft a proposed agreement or other legal instrument for the Town Council's review. In addition, staff would include a sum of \$110,000 for Ravine Road improvements in the FY2016/17 CIP.

Attachments

- 1) J. Carrington re: Unimproved Portion of Ravine Road, 1/19/2016
- 2) J. Carrington re: Ravine Road Questions Answered
- 3) Maps



TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS

John C. Carrington, P.E., Director of Public Works

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3332
Fax: (860) 429-6863
CarringtonJC@mansfieldct.org

January 19, 2016

To: Matthew W. Hart, Town Manager

From: John C. Carrington, Director of Public Works

Regarding: Unimproved Portion of Ravine Road

Subject Matter/Background

The unimproved portion of Ravine Road has been closed since March 2015. Initially it was temporarily closed for safety due to a truck getting stuck and tipping on its side. The Traffic Authority decided to close the unimproved portion of Ravine Road, at its March 24, 2015 meeting, based on the safety of the traveling public. The reasons given were it was too narrow, especially in winter; no effective guide rail to keep vehicles on the road; and falling boulder potential.

A neighborhood meeting was held on October 1, 2015 to explain the reasons for the closure, to discuss the possible solutions and to determine if there was a neighborhood consensus.

The Department of Public Works provided five options for a solution:

1. Discontinue use and return property to abutters, install turnaround. Cost \$10,000 (revised from \$50,000 presented at neighborhood meeting).
2. Discontinue maintenance – remains Town road but no maintenance of road. Entry is gated on both sides. Cost \$1,000.
3. Improve safety conditions then open as a one way road. Cost - \$100,000 plus maintenance and plowing.
4. Improve safety conditions and open as a two way road but install stop signs at narrow portions to create limited one-way traffic areas. Cost - \$110,000 plus maintenance and plowing.
5. Improve road to meet current safety and road design standards and open as a two lane road. Cost - \$2,000,000 plus maintenance and plowing.

At the meeting, the group proposed two additional options:

6. Discontinue maintenance but allow Ravine Road Residents to open gates.
7. Close the road with gates during winter.

The meeting consensus, while not unanimous, was option 4, which has a cost of \$110,000.

Staff believes the only other viable option for the Town is option 1, discontinue use and return the land to the abutters.

There is a statutory procedure for discontinuing a road:

Statutory Authority for Discontinuing Roads

CGS § 13a-49 allows the selectmen of any town, subject to approval by a majority vote at any regular or special town meeting, to discontinue all or part of a highway or private way, except when a (1) court or the legislature laid it out or (2) city or borough within the town controls the highway. The discontinuation must be in a formal "writing" signed by the selectmen.

If someone is aggrieved by a decision to discontinue a highway or private way, he or she may apply to the Superior Court for relief. The process is the same as the one for appealing decisions to lay out highways. Specifically, the aggrieved person must apply to the Superior Court for the town in which the road is located within eight months of the decision. The court must appoint a panel of three disinterested parties to hear the application and determine if the highway is "of common convenience or necessity." If it decides that it is, the town cannot discontinue the road. If it decides otherwise, the discontinuance is upheld. However, the court may set aside the panel's report for any irregularity or improper conduct by the panel (CGS § 13a-62).

Discussion

Staff has identified what it sees as the pros and cons of the two viable options:

1. Improve safety conditions and open as a two way road but install stop signs at narrow portions to create limited one-way traffic areas. Cost - \$110,000 plus maintenance and plowing.

Pros:

- Allows neighborhood to access Bone Mill Road from Ravine Road
- One-way areas will slow down traffic
- Neighborhood believes that this will allow emergency responders to access Ravine Road from Bone Mill Road (However, Fire Department says it would not use unimproved portion).
- Neighborhood perceives that the unimproved way is safer during snow. (Staff disagrees with this perception.)

Cons:

- Cost (guiderail (\$73,000) and other improvements)
- Cost of annual maintenance and snowplowing ranges between \$5,000 and \$10,000.
- Will not stop cut through traffic but will slow it down.
- Potential risks to Farmer safety while moving equipment or cattle.
- Invites trespassing and unwanted recreational activity onto the farmland, negatively impacting the agricultural use.

2. Discontinue use and return property to abutters, install turnaround. Cost - \$10,000.

Pros:

- No cut through traffic
- Minimal Cost (requires construction of a turnaround, \$10,000)
- Improves farmer safety
- Decreases trespassing and unwanted recreational activity onto the farmland, reducing agricultural impact
- No maintenance or snow plowing expenditures

Cons:

- Removes secondary access to Ravine Road developed properties
- Eliminates option for residents looking to avoid southbound turn on Route 32 from Ravine Road
- Eliminates biking and walking, along the improved section of Ravine Road to Bone Mill Road, except for those provided access by landowner
- Longer trips to UCONN and Storrs Center for residents of Ravine Road

Financial Impact

Of the two viable options, the cost can range from \$10,000 for discontinuing use to \$110,000 to open the road back up with some one-way traffic areas. The annual maintenance and snow plowing ranges between \$5,000 and 10,000 annually, which needs to be considered if the road is opened.

Legal Review

The Town Attorney has researched the requirements for discontinuing use of a Town Road.

Recommendation

Staff recommends the Town Council make a decision that best uses and protects Town funds and resources, safely protects the public, and addresses the concerns of the abutters and the neighborhood.

Attachments

Neighborhood meeting briefing slides and neighborhood pros and cons of options reviewed.

Option 1 – Discontinue Use

Option 2 – Discontinue Maintenance

Pros	Cons	Pros	Cons
<ul style="list-style-type: none"> ◦ Easier to Exit Bone Mill ◦ Less Traffic ◦ Jogging, Biking, Walking ◦ Farming Safer, Moving Cattle, Hay Wagons ◦ Saves Town Funds 	<ul style="list-style-type: none"> ◦ Removes Secondary entry/exit ◦ UConn Fire cannot respond ◦ Concerned with eliminating biking/walking use ◦ Increase time to Town Hall, etc... ◦ Access for Utility Companies? ◦ Turn around on Private Property 	<ul style="list-style-type: none"> ◦ No Traffic ◦ Jogging, Biking, Walking ◦ Saves Town Funds 	<ul style="list-style-type: none"> ◦ Removes Secondary entry/exit ◦ UConn Fire cannot respond ◦ Concern of minimal visibility for users ◦ Turn around on Private Property

Option 3 – One way Road

Option 4 – Modified 2 way Road

Pros	Cons	Pros	Cons
<ul style="list-style-type: none"> ◦ One way travel from Ravine Rd. to Bone Mill Road ◦ Fire, Police Response 	<ul style="list-style-type: none"> ◦ UConn Fire cannot Respond ◦ Safety Rt. 32 ◦ Farming is made difficult 	<ul style="list-style-type: none"> ◦ Safer Travel ◦ Town Maintains ◦ Fire safer travel and response time (expectation of property owner when buying property on Ravine Rd.) ◦ Will Slow down Traffic 	<ul style="list-style-type: none"> ◦ UConn Fire cannot respond ◦ Safety Rt. 32 ◦ Trucks may use ◦ Will not eliminate cut through traffic

Option 6 – Same as Option 2 but allow Ravine Road residents to open gates

Pros	Cons
	<ul style="list-style-type: none"> ◦ No Secondary access to Ravine Road

*Town of Mansfield
Department of Public Works*

Ravine Road Neighborhood Meeting

John Carrington, Director of Public Works/Town Engineer
Derek Dilaj, Assistant Town Engineer
Brian LaVoie, Operations Manager

October 1, 2015

*Town of Mansfield
Department of Public Works*

Rules of this Meeting

- Be civil and neighborly
- Raise hand to speak
- Speak when acknowledged
- Don't interrupt, let person finish their point
- Ask questions in a constructive manner
- Don't leave feeling like you did not get to make your point

*Town of Mansfield
Department of Public Works*

Purpose of this Meeting

- To explain why unimproved portion of Ravine Road is currently closed.
- To explain available Town options.
- To consider other factors.
- To give neighborhood an opportunity to provide input and/or ask questions.

*Town of Mansfield
Department of Public Works*

Why is Ravine Road Closed?

- Initial temporary closure for safety due to truck getting stuck and tipping during winter.
- Legal Traffic Authority decision to close it at March 24, 2015 meeting based on safety of traveling public.
 - Reasons:
 - Too narrow, especially in winter with snow banks
 - No effective guide rail to keep vehicle on road
 - Falling boulder potential

*Town of Mansfield
Department of Public Works*

Town's Options

1. Discontinue use and return property to abutters.
2. Discontinue maintenance – remains Town road but no maintenance of road. Entry is gated on both sides.
3. Improve safety conditions then open as a one way road.
4. Improve safety conditions and open as a two way road but install stop signs at narrow portions to create limited one-way traffic areas.
5. Improve road to meet current safety standards and open as a two lane road.

*Town of Mansfield
Department of Public Works*

Estimated Cost of Options

1. Discontinue use and return property to abutters.
\$50,000 – gates and cul de sac (if installed)
2. Discontinue maintenance – remains Town road but no maintenance of road. Entry is gated on both sides.
\$10,000 – gates
3. Improve safety conditions then open as a one way road.
\$100,000 plus maintenance and plowing
4. Improve safety conditions and open as a two way road but install stop signs at narrow portions to create limited one-way traffic areas.
\$110,000 plus maintenance and plowing
5. Improve road to meet current safety standards and open as a two lane road.
\$2,000,000 or higher plus maintenance and plowing

*Town of Mansfield
Department of Public Works*

Other Factors

- If abandoned or use discontinued, need plan for turn around on paved portion.
- Some individuals use road for bicycling, running, and walking.

*Town of Mansfield
Department of Public Works*

Time to hear from you

What option do you prefer?

What are the positive and negatives of opening this section of Ravine Road?

For you, immediate neighbors, other taxpayers, Eversource, Public Works, Police, Fire

*Town of Mansfield
Department of Public Works*

Where do we go from here?

Traffic Authority will evaluate tonight's information and make a recommendation to the Town Manager

If action required it will involve budget adjustments, PZC and the Council

*Town of Mansfield
Department of Public Works*

If you feel you did not get to make your point, feel free to email or send a letter to Public Works

Option 1 – Discontinue Use

Option 2 – Discontinue Maintenance

Pros	Cons	Pros	Cons
<ul style="list-style-type: none"> ◦ Easier to Exit Bone Mill ◦ Less Traffic ◦ Jogging, Biking, Walking ◦ Farming Safer, Moving Cattle, Hay Wagons ◦ Saves Town Funds 	<ul style="list-style-type: none"> ◦ Removes Secondary entry/exit ◦ UConn Fire cannot respond ◦ Concerned with eliminating biking/walking use ◦ Increase time to Town Hall, etc... ◦ Access for Utility Companies? ◦ Turn around on Private Property 	<ul style="list-style-type: none"> ◦ No Traffic ◦ Jogging, Biking, Walking ◦ Saves Town Funds 	<ul style="list-style-type: none"> ◦ Removes Secondary entry/exit ◦ UConn Fire cannot respond ◦ Concern of minimal visibility for users ◦ Turn around on Private Property

Option 3 – One way Road

Option 4 – Modified 2 way Road

Pros	Cons	Pros	Cons
<ul style="list-style-type: none"> ◦ One way travel from Ravine Rd. to Bone Mill Road ◦ Fire, Police Response 	<ul style="list-style-type: none"> ◦ UConn Fire cannot Respond ◦ Safety Rt. 32 ◦ Farming is made difficult 	<ul style="list-style-type: none"> ◦ Safer Travel ◦ Town Maintains ◦ Fire safer travel and response time (expectation of property owner when buying property on Ravine Rd.) ◦ Will Slow down Traffic 	<ul style="list-style-type: none"> ◦ UConn Fire cannot respond ◦ Safety Rt. 32 ◦ Trucks may use ◦ Will not eliminate cut through traffic

Option 6 – Same as Option 2 but allow Ravine Road residents to open gates

Pros	Cons
	<ul style="list-style-type: none"> ◦ No Secondary access to Ravine Road



TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS

John C. Carrington, P.E., Director of Public Works

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3332
Fax: (860) 429-6863
Carrington.JC@mansfieldct.org

February 18, 2016

To: Matthew W. Hart, Town Manager
From: John C. Carrington, Director of Public Works
Regarding: Ravine Road Questions Answered

Below are the Departments responses to questions submitted to you by individual councilors.

1. I would like to know the history of the road and how it came to be used as it had been prior to its closure. Did it always bisect the Greens farm? How did that happen? Was there an established right-of-way for the Greens to use it for transport vehicles and their animals?

Ravine Road was accepted as a public road in May 1770. Historical mapping indicates several property owners abutted the roadway until at least 1869. The road pre-dated the "bisection" of the property owned by the Greens.

2. Is it true that Eversource would not be able to access the property if the road were terminated at its paved end? How big a problem is that?

The Eversource easement would continue if the road was discontinued which allows them access.

3. Was the road (before it was closed) often used by residents by driving down to Bone Mill Road? Could the intersection of Ravine and Route 32 be made safer at a reasonable cost if the road is closed?

Residents have indicated during the public information session on October 1, 2015 that access via Bone Mill is used to access the University, Storrs Center, and Town Hall and periodically during snow storms. They perceive access from Bone Mill is safer. The Mansfield Traffic Authority can request ConnDOT to review the safety of the intersection of Route 32 and Ravine Road.

4. Is there a way to make safety improvements on the dirt section of the road and keep it open both for resident (and other) traffic as well as allow the Greens to use it as they have in the past? If not, why not?

Yes, gates can be installed and remain in an always open position and a license with the Greens would allow them to close the gates when necessary for farming operations.

5. I think we need to have an estimate of the value of the road/land if the Town closed the road so we know what we are keeping, selling, or giving away. Is this possible? Thanks

Discontinuing a road pursuant to state statute does not typically involve a sale of property to an abutter. Generally, the road is deeded to an abutter without monetary consideration.

6. We heard from several speakers on both sides of the issue regarding public safety. Is there any way we could be provided with data about car accidents over an appropriate period of time (maybe the last 5 years)? Both accidents that have occurred on the dirt portion of the road and accidents at the intersection with 32? Have any accidents occurred involving farm vehicles?

Reviewing accident data from 2008-2015, there have been two accidents at the intersection of Route 32 and Ravine Road and five accidents along Ravine Road. Locations and details of the accidents can be found in Attachment A. There is no data indicating accidents with farm vehicles have occurred.

7. Can you provide any details about Ms. Green's petition in 2011 to close the road? Was there also a petition in 2001?

We cannot find any record of a 2001 petition. We did not find a petition in 2011 but Ms. Green attended the Traffic Authority meeting in March 2011. Here is a portion of the approved minutes of that meeting that discusses Ravine Road:

"Ravine Road traffic concerns – Karen Green, who owns the property on either side of the gravel section of Ravine road expressed her concerns about unnecessary traffic on Ravine Road, and its speed of travel. Hultgren explained that signage at both ends of the road had been ordered and would be erected soon. Closing (gating) the road in the winter months was discussed as was discontinuing this section of Ravine Road. (Note: GPS directions are using Ravine Road as road to and from UConn. While a correction has been filed on the appropriate web sites, this continues to be a much-too-highly travelled route. Hultgren will contact the Town attorney regarding the winter closure and the discussion will continue at the May meeting."

Below are portions of Traffic Authority approved meeting minutes later in 2011 discussing Ravine Road:

"Questionnaires have not yet been sent to the property owners on Ravine Road asking for comment on both closing off the dirt section of the road and closing it in the winter months. Hultgren said that he had contact UConn facilities about a series of directional signs on Route 32 directing people up to North Eagleville Road to get to UConn, but needed a proposal to present to them. Meitzler said he would draft up a proposed series of signs for their consideration.

Ravine Road traffic – Surveys to residents about partial or total closure of the dirt road have been sent out. Hultgren is still coordinating with UConn to place signs on Route 32 directing UConn traffic up to North or South Eagleville Road

Ravine Road – Hultgren summarized the opinions of the residents on Ravine Road regarding the possibility of closing the dirt portion of this road, noting that at least 3 residents were opposed to closing the road. As such, the Town will work

with the University and the DOT to design and install signage on Route 32 suggesting better routes to UConn than Ravine Road. As a second point of discussion regarding Ravine Road, Baruzzi and Meitzler explained that the bus company is unwilling to have a bus travel along the narrow and curvy dirt section of this road. Baruzzi said that the Ravine Road stop would therefore be either at the Bone Mill or Route 32 ends. Dorgan suggested that the stop on Route 32 has limited sight distances and higher speed traffic and as such he was concerned about the safety of this stopping point. Hultgren said he would check with Baruzzi (who had left the meeting before Dorgan arrived) to see where the stop would be, and if it was to be on the Route 32 end, get permits to install "school bus stop ahead" warning signs on Route 32."

8. When did the road become a road? For the houses that are on Ravine Road, what is the genesis of their lots? They, like the road, are abutted on all sides by the Green's farm. How long has the oldest lot on the street been a residential lot?

As indicated above, Ravine Road became a public road in May 1770. The residential lots on Ravine Lane appear to be established in the late 1940s. Many of the homes on Ravine Lane are constructed post 1950. The University maintains a structure (hydraulics laboratory) at the intersection with Bone Mill Road.

9. Can you provide any details about the state statute mentioned by people testifying? I wrote it down as 13a-141b, and it provided for a town to discontinue a road but retain right of way.

Taken directly from: The Office of Legislative Research paper dated December 24, 2003 numbered 2003-R-0897

LOCAL ROAD ABANDONMENT

"Statutory Authority for Discontinuance

Abandonment of a local road is governed by state law. The law (CGS § 13a-49) states that the selectmen of any town may, subject to approval by a majority vote at any regular or special town meeting, may discontinue in its entirety any highway or private way, or land dedicated as a highway or private way, or may discontinue any portion of it or the town's property right in the land, except when (1) it was laid out by a court or the state legislature or (2) it is within a city or borough having control of highways within its limits. The discontinuation must be in a formal "writing" signed by the selectmen.

If someone is aggrieved by a decision to discontinue a highway or private way, he may apply to the Superior Court for relief. The process is the same as the one that applies for appealing decisions of selectmen in laying out highways. Specifically, the aggrieved person must make application to the Superior Court for the town in which the road is located within eight months. The application must be heard and a determination made by a panel of three disinterested parties appointed by the court. The issue the panel must determine is whether or not the highway is "of common convenience or necessity." If the determination is in the affirmative, the discontinuance must be set aside. If in the negative, the discontinuance is upheld. However, the court may set aside the panel's report for any irregularity or improper conduct by the panel (CGS § 13a-62).

The Superior Court has the statutory authority to discontinue any highway in its judicial district that cannot be discontinued by the selectmen. This can be done upon anyone's application. However, all questions regarding the convenience and necessity of the highway must be decided by a committee appointed by the court, unless the parties agree otherwise. Anyone may appear and be heard regarding the application for discontinuance. All such applications must be served as other types of civil process on the towns in which the highway is located (CGS § 13a-50).

Right-of-Way for Abutting Property Owners

By law, a property owner abutting a discontinued or abandoned highway has a right-of-way over it for all purposes for which a public highway may be used to the nearest or most accessible highway as long as the right-of-way has not been acquired in conjunction with a limited access highway (CGS § 13a-55)."

10. Can you prepare some options for measures that could be taken to alleviate some of the traffic concerns? If the road were opened, what kind of signage can we place to discourage commercial and UConn traffic? Are there some options we can explore with GPS providers to prevent people from driving on the road? Whether or not the road re-opens, what can we do on Route 32? Can there be a sensor-driven flashing light that would activate when someone is waiting to turn left onto 32 or waiting to turn across traffic left from 32 onto Ravine?

Signage can be placed on Route 32, if the State approves, saying no thru truck traffic on Ravine Road and wayfinding signs for UCONN directing them to either North Eagleville Road or Route 44 depending on direction of travel. Signage on Ravine Road can say neighborhood traffic only similar to Willowbrook Road and no thru truck. Signage works best when it is enforced.

Public Works will attempt to contact GPS providers that Ravine Road be removed as a recommended thru road.

Any signage or flashing lights on Route 32 takes State level approval. The Traffic Authority could request a study of the intersection by the Department of Transportation for them to determine any modifications to the existing site.

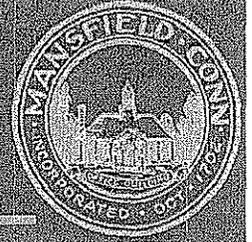
11. Can you provide a definitive answer as to who has keys to the gates on the road? Are there other blockages to the road besides the gates and if so, who placed them there (now and in the past)?

There are two locks on each gate. One is a Town lock controlled by Town employees that may require access, Public Works, Fire and Police. The other lock is the Green's lock so they can access their property when needed.

At one time other objects we used to block the road, some were placed by the Town and some placed without authorization by the others.

Ravine Road
Accident Data (2008-2015)

Accident ID	Date/ Time	Location	Type / Cause	Result	Road Conditions
1	1/14/2008 11:31	Intersection of Route 32 & Ravine Road	Read-End / Following too Close	Property Damage Only	Snow/Slush
2	5/17/2013 15:51	Intersection of Route 32 & Ravine Road	Fixed Object / Speed too Fast for Conditions	Property Damage Only	Dry
3	12/3/2008 20:54	Ravine Road @ STA 30+00	Fixed Object / Abnormal Road Conditions	Property Damage Only	Sand, Mud, Dirt or Oil
4	2/5/2010 8:19	Ravine Road @ STA 37+00	Fixed Object / Speed too Fast for Conditions	Property Damage Only	Sand, Mud, Dirt or Oil
5	10/6/2011 10:02	Ravine Road @ STA 5+00	Fixed Object / Speed too Fast for Conditions	Injury (No fatality)	Dry
6	4/5/2013 18:23	Ravine Road @ STA 26+00	Head On / Driver Lost Control	Property Damage Only	Sand, Mud, Dirt or Oil
7	10/18/2013 13:41	Ravine Road @ STA 24+00	Sideswipe Opposite Direction / Speed too Fast for Conditions	Property Damage Only	Dry

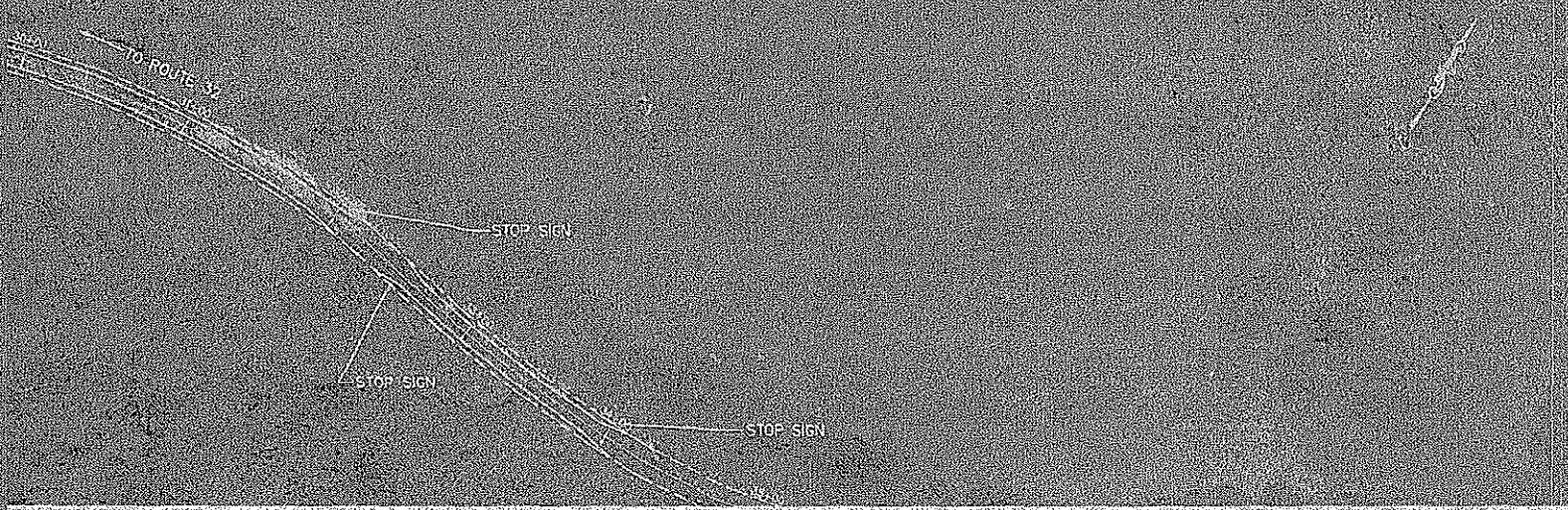


MATCHLINE A-A



124

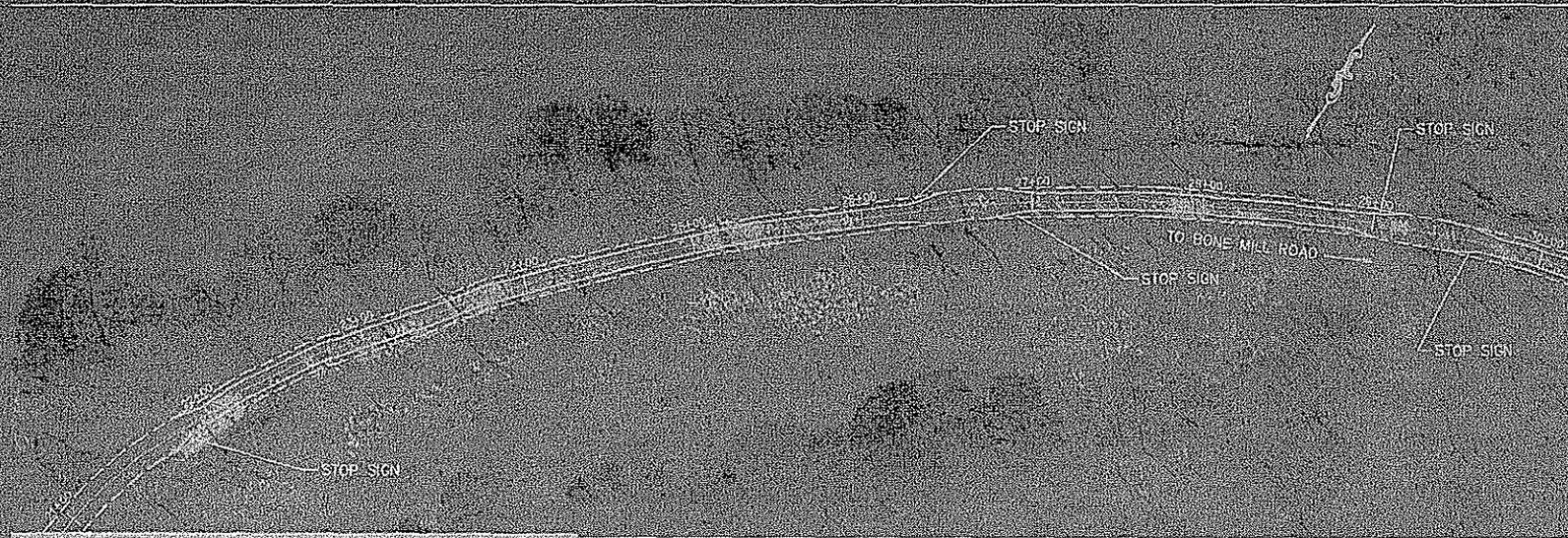
MATCHLINE B-B



MATCHLINE A-A



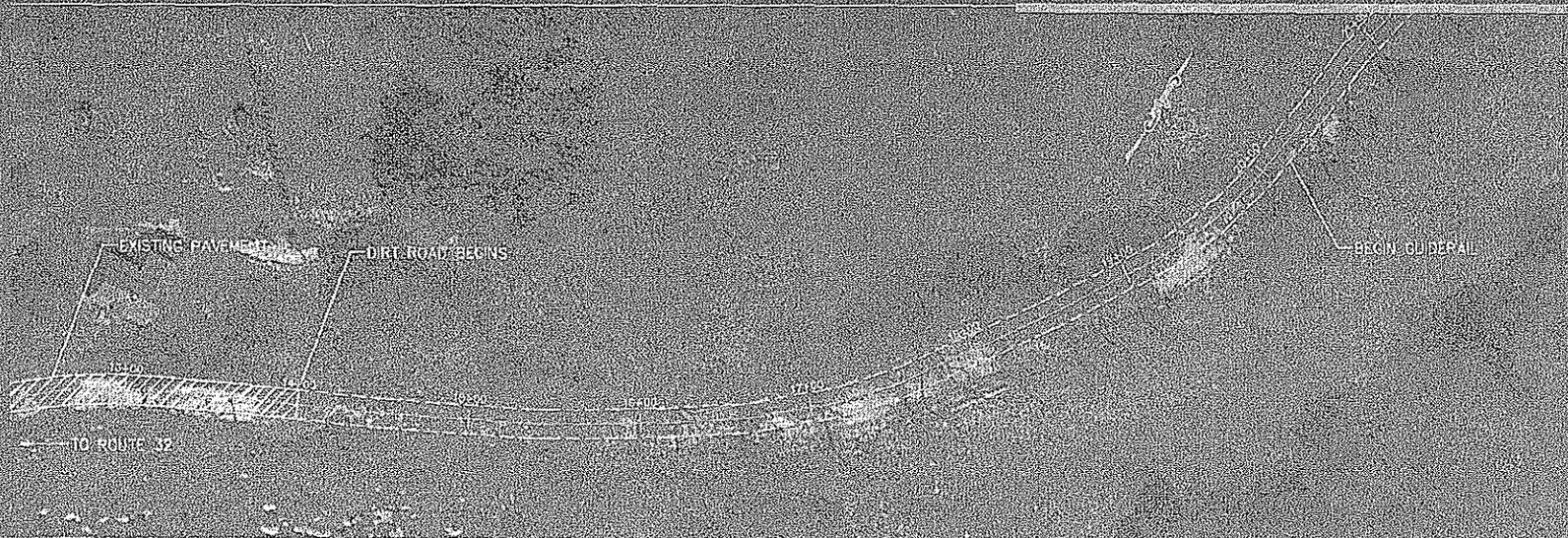
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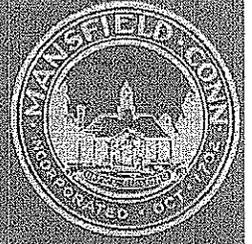


MATCHLINE B-B

MATCHLINE C-C

MATCHLINE C-C





Accident History (2008-2015)





**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Linda Painter, Director of Planning and Development; Kevin Deneen, Town Attorney
Date: July 25, 2016
Re: Mansfield/Chaplin Boundary Line

Subject Matter/Background

Over the last few years, it has come to the attention of the towns of Mansfield and Chaplin that there is some uncertainty in the actual location of the boundary line separating the two municipalities. This uncertainty has led to the submission and recording of maps identifying two different locations for the town boundary. In an attempt to rectify this situation and establish a common boundary that can be used by surveyors in the future, the Town of Chaplin proposed a joint project to hire a surveyor to locate the common boundary line between the two towns. On March 9, 2015, the Town Council authorized the Town Manager to execute an Interlocal Agreement to jointly commission a survey of the common boundary line between the two communities.

The Town of Chaplin retained the firm of Mattern and Stefon to complete the survey. On June 14, 2016, we hosted a community information meeting to inform property owners along the common boundary of the survey results. A copy of the resulting survey, field locations of certain houses and an aerial photograph depicting the surveyed boundary as compared to the town line depicted in the two municipalities' GIS systems are attached to this memo for your information. Primary concerns expressed at this meeting included changes to property taxes and whether children currently attending one school district would be forced to change to another district. More information on these questions is included in the financial impact section of this memo.

Based on a comparison of the new surveyed town line to the location of the town line as depicted in both Mansfield and Chaplin GIS systems, adoption of the new surveyed line would result in the boundary moving slightly to the east. For most properties, this would result in a small portion of land being located in Mansfield instead of Chaplin. However, there are some instances where structures would be affected. In cases where there appeared to be structures close to the new town line, the surveyor field-located those buildings instead of relying solely on

aerial photography. As shown in the attached exhibit, the following properties would involve changes to how much of a house is located in each community:

- 86 Bates Road – Currently located entirely in Chaplin, the proposed town line would bisect this house.
- 125 South Bedlam Road – Currently located entirely in Mansfield, the proposed town line would bisect this house.
- 322 Bedlam Road – Currently located in Chaplin, this house would now be located in Mansfield. The detached garage would continue to be located in Mansfield.

If the Town Council agrees that the town boundary as located on the attached survey should be officially adopted as the common boundary between Mansfield and Chaplin, the surveyor will install appropriate monumentation along the boundary to ensure that all future surveyors are using common, up-to-date information.

Financial Impact

While no calculations have been completed, the change to the town boundary would most likely result in a modest increase to the Mansfield grand list. With regard to education costs, all three houses listed above could potentially have children attending Mansfield schools in the future, including those that reside at 125 South Bedlam Road and 86 Bates Road that are bisected by the proposed line. According to Connecticut General Statutes, in situations where houses border more than one town, the occupants have the right to choose in which school district to enroll their children. In the short term, there are no changes to educational costs as the only children affected are already enrolled in Mansfield schools.

Legal Review

The attached resolution has been prepared by the Town Attorneys for both Mansfield and Chaplin.

Recommendation

In case they wish to comment on the matter, staff has notified residents along the boundary line that the Council will consider this item at the July 25, 2016 meeting.

The Chaplin Board of Selectmen will consider the resolution at its meeting in early August; we believe the resolution will be approved by that Board.

Based on the results of the survey and the feedback received at the public information session, staff recommends that the Town Council adopt the resolution affixing the boundary between Mansfield and Chaplin.

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

Move, to adopt the attached resolution establishing the boundary between the Towns of Chaplin and Mansfield.

Attachments

- 1) Proposed Resolution Affixing Town Boundary
- 2) Mattern and Stefon Survey of Town Line
- 3) Mattern and Stefon Detail Sheet
- 4) Aerial Photograph depicting current GIS town line and town line as surveyed

WHEREAS, the Town of Chaplin was incorporated in May of 1822 by Special Act of the Legislature, which Special Act described the boundaries of the Town of Chaplin; and

WHEREAS, the Special Act identified the two end points of the town line between the Towns of Chaplin and Mansfield and, although it stated the length of that line, no compass bearings were provided and no contemporaneous survey has been located; and

WHEREAS, over time various surveys have been prepared which contain inconsistencies in the location of the town line between the Towns of Chaplin and Mansfield; and

WHEREAS, in order to eliminate the possibility of additional confusion or controversy as to the actual location, the Towns of Mansfield and Chaplin wish to fix and make certain the line; and

WHEREAS, the Towns have jointly engaged Gerald J. Stefon L.S. of Mattern & Stefon Land Surveyors, LLC to perform historical research and field work to locate and make certain the line that is most nearly consistent with the line described in the Special Act by which the Town of Chaplin was incorporated; and

WHEREAS, pursuant to Section 7-113 of the Connecticut General Statutes, the Towns wish to fix and monument the line between the Towns of Chaplin and Mansfield.

NOW, THEREFORE, the Town Council of the Town of Mansfield and the Board of Selectmen of the Town of Chaplin respectively resolve as follows:

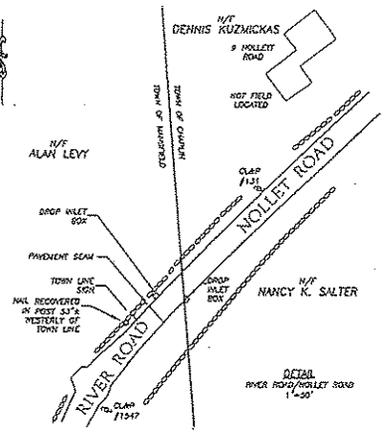
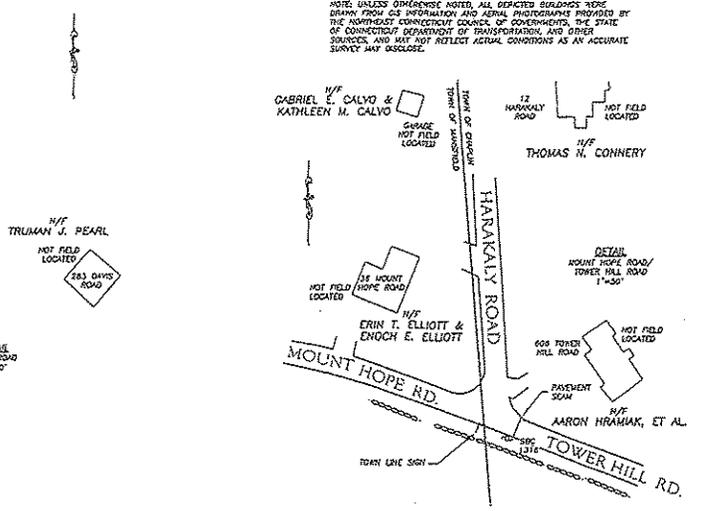
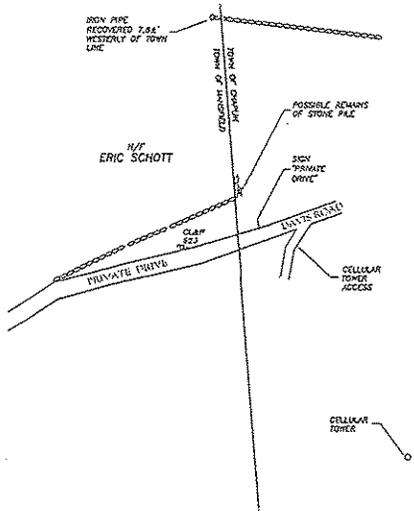
THAT the boundary line between the Towns of Chaplin and Mansfield is hereby agreed to be established as follows: "Beginning at a granite merestone recovered, said merestone being located in the southwesterly corner of the Town of Chaplin, and further being located in the Mansfield / Windham town line, Thence running N 04°29'26" W (North American Datum 1983), a distance of 29,675.88' to a rebar with cap set in a stonepile, said rebar being located in the northwesterly corner of the Town of Chaplin, the northeasterly corner of the Town of Mansfield, and further being located in the southerly town line of the Town of Ashford. Said town line is depicted on a survey plan prepared by Mattern & Stefon, Land Surveyors, LLC, entitled: *Town Line Survey Prepared for the Town of Chaplin & the Town of Mansfield, Connecticut, Scale: 1" = 1000', Date: November 2015, Job I.D. No.: 13-0344, sheet 1 of 2.*"

THAT, following the adoption of these resolutions, the above-referenced map shall be recorded in the land records of each of the Towns of Mansfield and Chaplin;

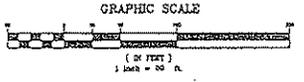
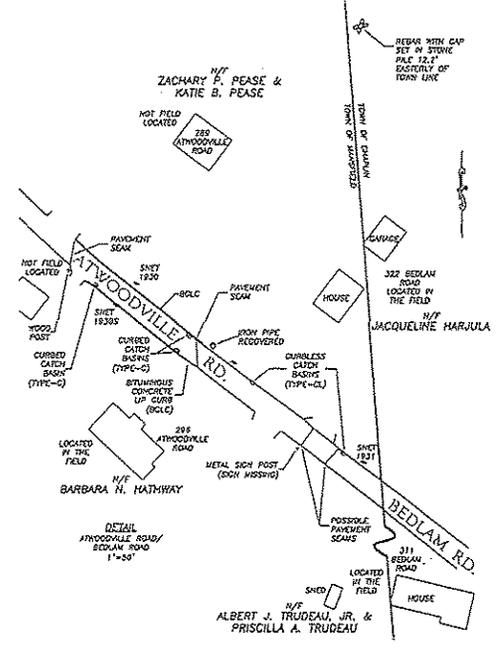
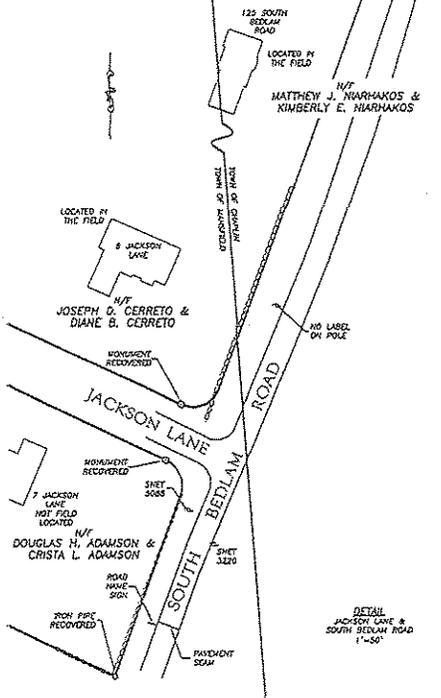
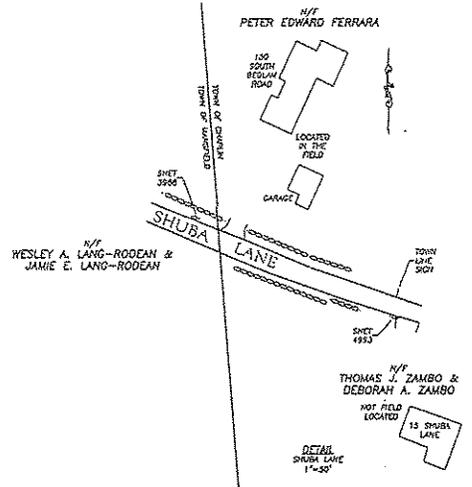
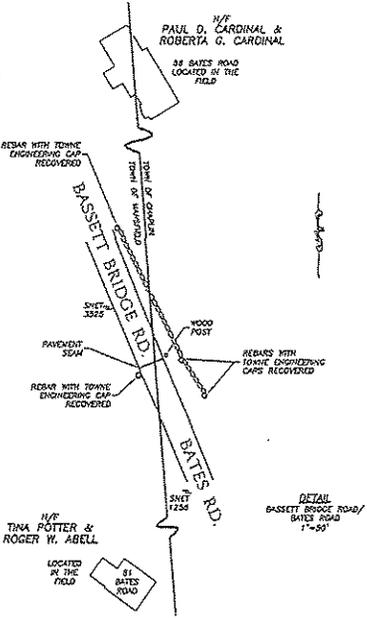
THAT the Towns shall endeavor to set appropriate monuments at various intervals along the boundary line in order to mark the same.

DETAIL SHEET

NOTE: UNLESS OTHERWISE NOTED, ALL DEPICTED BUILDINGS WERE DRAWN FROM GIS INFORMATION AND AERIAL PHOTOGRAPHS PROVIDED BY THE HARTFORD CONNECTICUT COUNTY OF GOVERNMENTS, THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, AND OTHER SOURCES, AND DO NOT REFLECT ACTUAL CONDITIONS AS AN ACCURATE SURVEY MAY DISCLOSE.



-131-



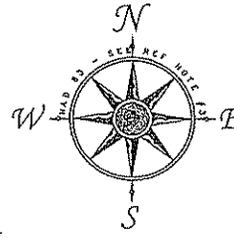
THIS DRAWING IS THE PROPERTY OF THE LAND SURVEYOR. THIS PLAN AND REPRODUCTIONS, ADDITIONS OR DEVISIONS OF THIS PLAN ARE NOT VALID WITHOUT THE EXPRESSED SIGN AND SIGNATURE OF THE LAND SURVEYOR WHO PREPARED THIS PLAN.
 "TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON."

18828
 GORDON A. STEPHEN, L.S. LICENSE NO. DATE

TOWN LINE SURVEY
 PREPARED FOR
THE TOWN OF CHAPLIN & THE TOWN OF MANSFIELD
 CONNECTICUT
 SCALE: 1"=50' DATE: NOVEMBER 2015 JOB I.D. NO.: 13-0344
 SHEET 2 OF 2

MATTERN & STEFON
 LAND SURVEYORS, LLC
 148 Route 2
 Preston, Connecticut 06365
 (860) 889-1999

TOWN OF ASHFORD



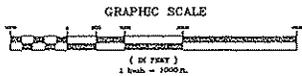
TOWN OF MANSFIELD

TOWN OF CHAPLIN

ACT OF INCORPORATION

"At a General Assembly of the State of Connecticut, of the Year 1822, Upon the petition of the inhabitants of Chaplin Society in the County of Windham, shewing that said Society is composed of the extreme parts of the towns of Mansfield, Chaplin and Ashford and praying for the same to be set apart as a town, that said Society may be incorporated into a town or by their Petition on the 22nd day of March A.D. 1822. The Assembly find that said petition has been duly served upon the Towns aforesaid, and all interested parties and has been regularly brought before this Assembly, and that the facts stated in said petition are true, and do make the following Grant Over and Under."

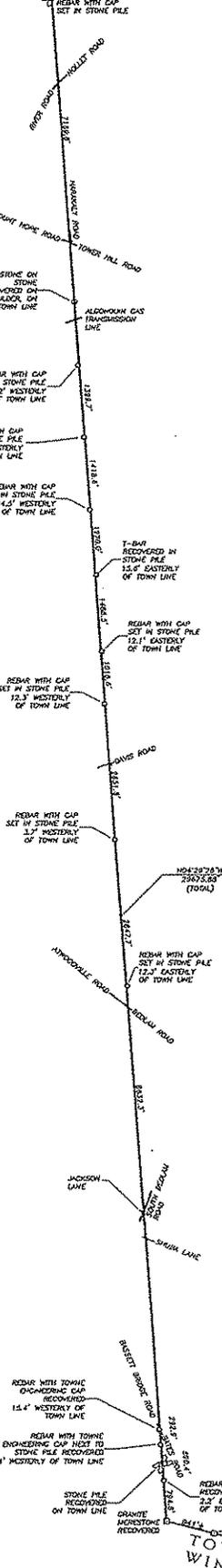
Resolved by this Assembly, that the following lines and boundaries shall be the limits of said Town, viz. Beginning at a large stone on Ashford town line, being the N. East corner of said Society's Church S 0° 42' West on the west line of said Society three hundred and fifty nine chains (23,697) to a heap of stones thence S 16° west on said Society line one hundred thirty nine chains (8,193) to a heap of stones; thence N 70° E. West one hundred and twenty four chains (14,724) to a stone in the west line of said Society, which monument is one hundred fifty four links (10,614) from the south west corner of the house where Capt. Deane's plantation met here, or as near said line as may be and leave the house of George and Ephraim Martin on the south side of said line, thence north on the west line of said Society four hundred and fifty chains (29,700) to a stone in said Ashford town line; thence S 61° E west on said Ashford line three hundred twenty six chains (21,616) to the place of beginning, containing 12,688 acres, more or less."



DETAIL
SOUTHWEST CORNER OF THE TOWN OF MANSFIELD/NORTHWEST CORNER OF THE TOWN OF CHAPLIN
1"-10"

TO CLAP 681

GRANITE MONUMENT RECOVERED
N 33° 54' 27" W
E 116' 05" 33"



REFERENCE NOTES

1. THIS SURVEY HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THROUGH 20-300B-20, AND THE "STANDARDS FOR SURVEY AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 28TH, 1988. THE TYPE OF SURVEY IS "DATA ACCUMULATION PLAN"; THE HORIZONTAL ACCURACY CORRESPONDS TO CLASS "A-2".
THE PURPOSE OF THIS SURVEY IS TO MAP THE TOWN LINE BETWEEN THE TOWNS OF MANSFIELD AND CHAPLIN.
2. THE FIELD SURVEY OF THE SUBJECT PARCELS WAS COMPLETED ON NOVEMBER 12, 2015; LAND RECORDS AND RELATED REVISIONS WERE COMPLETED ON SEPTEMBER 30, 2016.
3. HORIZONTAL COORDINATES REPRESENT NORTH AMERICAN DATUM 83 (NAD83) AND ARE BASED ON CONNECTICUT GEODETIC SURVEY MONUMENTS 41830 AND 41855. VALUES WERE DERIVED BY USE OF GPS EQUIPMENT GARMIN SURVEYOR PLUS, MODEL 702-66.
4. REFERENCE MAPS:
A. PROPERTY SURVEY PREPARED FOR L. LOUISE POTTER & SCOTT W. POTTER, BATES RD., CHAPLIN & BASSSETS BRIDGE RD. MANSFIELD, CT. DATE 1/8/2003, REVISIONS 2/17/2003, SHEET NO. 1 OF 1, SCALE 1"=50', JOB NO. 02-296, TOWNE ENGINEERING, INC. CIVIL ENGINEERS AND LAND SURVEYORS.
B. BOUNDARY SURVEY PREPARED FOR STEWELL, HERBERT, EDWARD (TRUST) & JOHN, JR. SUGAR, BATES ROAD, CHAPLIN, CT, SUGAR ROAD AND BASSSETS BRIDGE ROAD, MANSFIELD, CT. DATE 10/4/04, SCALE 1"=100', SHEET 1 OF 1, JOB NO. 04-053, TOWNE ENGINEERING, INC. CIVIL ENGINEERS AND LAND SURVEYORS.
C. BOUNDARY SURVEY PREPARED FOR DOUGS KUZDOWSKI, 8 MOLLETT ROAD, CHAPLIN & MANSFIELD, CONNECTICUT, SCALE: 1"=40', DATE: JUNE 30, 1996, JOB NO. 96-06-01, DARTON ENGINEERING & SURVEYING, LLC.
D. REVISIONS PLAN PREPARED FOR LARRY ROSS, SOUTH BEDLAM ROAD, MANSFIELD AND CHAPLIN, CONNECTICUT, SCALE: 1"=40', DATE: NOVEMBER 25, 2006, REVISION: JANUARY 8, 2009, CONSERVATION EASEMENTS, DARTON ENGINEERING & SURVEYING, LLC.
E. MAP SHOWING LAND TO BE ACQUIRED BY ALDERTON GAS TRANSMISSION CO., MANSFIELD & CHAPLIN, CONN. PROJECT NO. 81-2034, DATE: SEPTEMBER 1991, REVISION: 11-11-81, SCALE: 1"=200', SHEET NOS. 1 AND 2 OF 2, AN LOGANSON ASSOCIATES, INC. CONSULTING CIVIL ENGINEERS AND SURVEYING ENGINEERS, LAND SURVEYORS.
F. LOCATION SURVEY PREPARED FOR PETER FEBRARA, 150 SOUTH BEDLAM ROAD CHAPLIN & MANSFIELD, CONNECTICUT, SCALE: 1"=30', DATE: DECEMBER 7, 2011, JOB NUMBER 215022, DARTON ENGINEERING & SURVEYING, LLC.
G. MAP SHOWING LAND OF HARVEY B. HARVEY, CHAPLIN & MANSFIELD, CONN. SCALE 1"=100', AUGUST 26, 1974, C. ROGER FERGUSON - LAND SURVEYOR MANSFIELD CENTER, CONN.
H. PROPERTY BOUNDARY SURVEY, PREPARED FOR JACQUELINE L. MARLARA, #322 BEDLAM ROAD CHAPLIN, CONNECTICUT, SCALE: 1"=40', DATE: MAY 21, 2013, SHEET 1 OF 1, HEALEY & ASSOCIATES, LLC.
I. PREPARED FOR STELLA WALDHE ADMINSTRATOR, MANSFIELD & CHAPLIN, CONN. SCALE 1"=40', DATED: 6-2-1979, PREPARED BY JOHN L. HEALEY, CIVIL ENGINEERS AND LAND SURVEYORS.
J. SUBDIVISION MAP, AURORA ESTATES, 139 SOUTH BEDLAM ROAD, MANSFIELD, CONNECTICUT, SCALE 1"=40', DATE: APRIL 27, 2005, PROJECT NO. 3533-01, SHEET 1 OF 1, WALDING & HANCOCK.
K. PROPERTY SURVEY LOT LINE ADJUSTMENT, AURORA ESTATES - LOT 2, 130 SOUTH BEDLAM ROAD, MANSFIELD, CONNECTICUT, SCALE 1"=30', MARCH 26, 2006, REVISION: APRIL 6, 2006, MORGAN & HANCOCK.
L. CONNECTICUT STATE HIGHWAY DEPARTMENT, RIGHT OF WAY MAP, TOWN OF WINDHAM, WINDHAM - FEDERAL ROAD FROM THE CHAPLIN TOWN LINE, WESTERLY ABOUT 8,300 FEET, ROUTE U.S. A. SCALE 1"=40', DATE: 4-26-31, NUMBER 335, SHEET 1 OF 1.
M. SURVEY MADE APRIL 28TH, 1857 FOR WIL. HUGHEN PECK NOW OF CHAPLIN BY JOSEPH H. CLARK COUNTY SURVEYOR, SCALE X IN. TO THE CHAIN.
N. IMPROVEMENT LOCATION SURVEY PREPARED FOR ALLEN & ARLENE PROWER, BATES POND ROAD, CHAPLIN, CONNECTICUT, SCALE: 1"=20', DATE: MAY 23, 2005, REVISION: NOVEMBER 16, 2005, DARTON ENGINEERING & SURVEYING, LLC.
O. FINAL SUBDIVISION PLAN PREPARED FOR ROBERT P. WELLES, SOUTH BEDLAM ROAD, CHAPLIN, CONN., SCALES: 1"=100', MAY 21, 1972; STEPHEN A. PHILLIP, LAND SURVEYOR, ASHFORD, CT.
P. 2ND SCHOOL DISTRICT BY CHAPLIN, DATED 1851.

TOWN LINE SURVEY
PREPARED FOR

THE TOWN OF CHAPLIN & THE TOWN OF MANSFIELD
CONNECTICUT

SCALE: 1"=1000' DATE: NOVEMBER 2015 JOB I.D. NO.: 13-0344
SHEET 1 OF 2



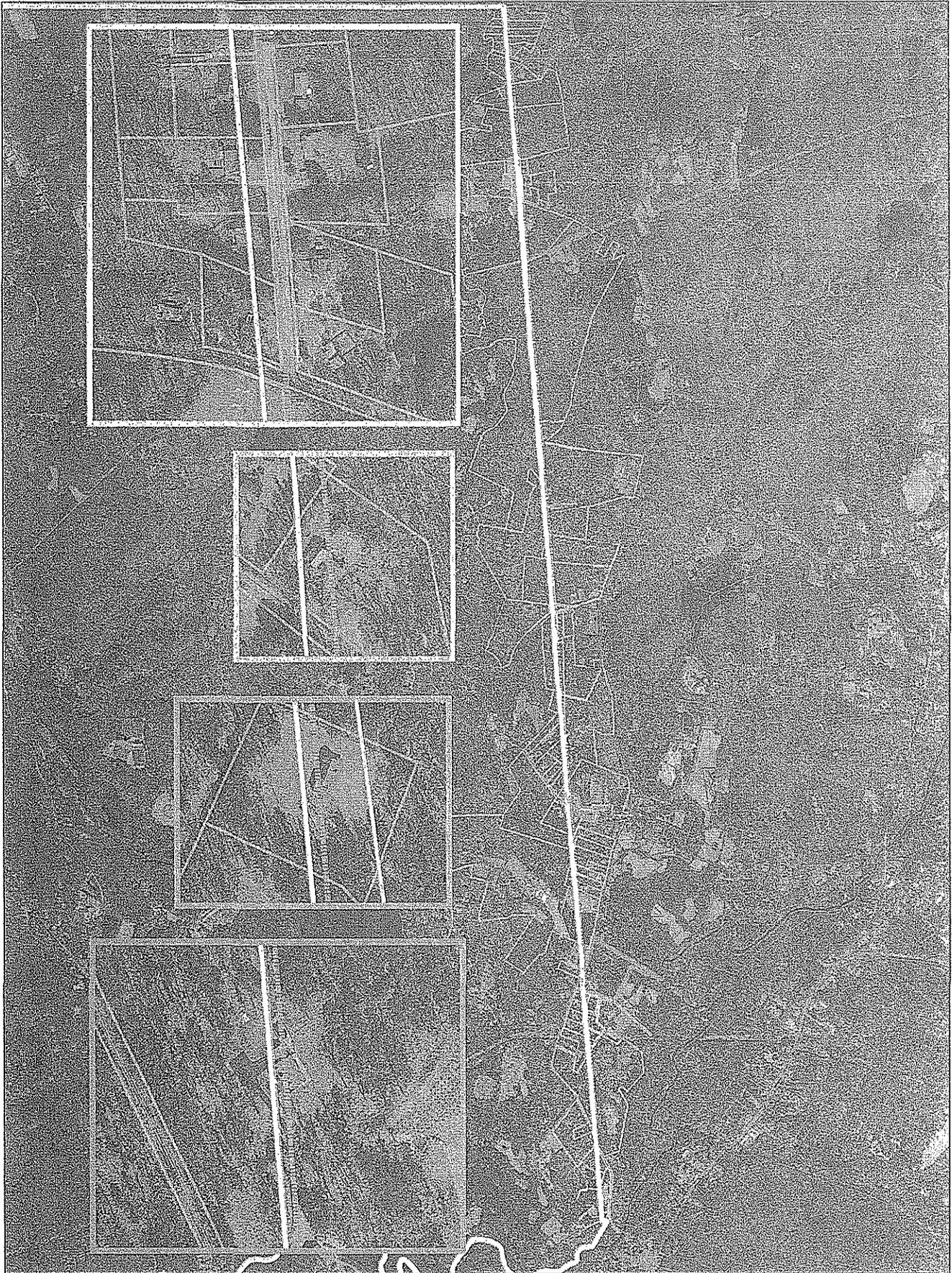
MATTERN & STEFON
LAND SURVEYORS, LLC
148 Route 2
Preston, Connecticut 06365
(860) 889-1999

THIS DRAWING IS THE PROPERTY OF THE LAND SURVEYOR. THIS PLAN AND REPRODUCTIONS, ADJUSTED OR REVISIONS OF THIS PLAN ARE NOT VALID WITHOUT THE EXPRESSED SEAL AND SIGNATURE OF THE LAND SURVEYOR WHO PREPARED THIS PLAN.

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

18528
DONALD J. STEFON, L.S. LODGE NO. 132 DATE

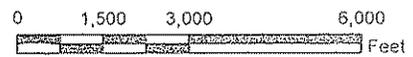
Mansfield / Chaplin Boundary Line: Potential Impacted Parcels



Legend
▬ Surveyed Boundary □ Parcels (Chaplin) □ Mansfield □ GIS Boundary

Sources:

CTDEEP GIS - 2010 Parcels Layer
Town of Mansfield - July 2015 Assessor Parcel Information
Revised Town Line - Maltern & Stefon Land Surveyors, LLC



PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Linda Painter Director of Planning and Development; Curt Vincente; Director of Parks and Recreation; Jennifer Kaufman, Environmental Planner; John Carrington, Director of Public Works
Date: July 25, 2016
Re: Personal Service Agreement between Town of Mansfield and CT DEEP for Construction of Universal Access Trail at Bicentennial Pond

Subject Matter/Background

In June 2015, the Town Council authorized staff to submit a grant application to the Connecticut Department of Energy and Environmental Protection's Recreational Trails Program to create a universal access trail to improve wheelchair accessibility, trail linkages, educational, and physical activity opportunities at the Schoolhouse Brook Park/ Bicentennial Pond Recreation area. In March 2016, the Town notified that it was awarded a grant in the amount of \$253,471, or 80% of the total project cost.

Bicentennial Pond Recreation Area, situated in Mansfield's 455-acre Schoolhouse Brook Park, is the site of numerous recreational and educational activities including:

- Swimming, hiking, mountain biking, picnicking and concerts
- Mansfield's municipal summer camp program (hosting approximately 750 children each summer)
- Outdoor classroom and physical activities for Mansfield Middle School (MMS), which is adjacent to the Bicentennial Pond Recreation Area
- Access to 8.54 miles of Town trails within Schoolhouse Brook Park
- Access to the Nipmuck Trail, a state-designated greenway beginning in Mansfield and traveling north to the Nipmuck Forest in Union, CT on the Massachusetts border

Currently, there is a wheelchair accessible path to the beach and swimming area but no way for someone in a wheelchair to travel deeper into the park.

Funded by a previous grant, in 2013 the Town completed the design, construction details, and cost specifications for the project. The trail is designed to meet the accessibility codes outlined by the US National Parks Service and

would be approximately 7/10 of a mile long. This trail would create a pond loop trail at Mansfield's most often used recreation area with connections to the existing 8.54 miles of park trails and the State's Blue Blazed Nipmuck Trail. The surface of the trail would consist of a compacted layer of dense graded crushed stone, with additives to strengthen the surface. Several different trail options have been developed to meet the specific needs of the trail in different conditions (e.g. wet areas; protection of tree roots). The cost estimate also includes several new trail amenities, including: interpretive signage, an outdoor ecology classroom area, two fishing platforms, a viewing area to showcase the dam and pond, and an area that better defines the trail entrance from the Middle School and the Bicentennial Pond parking lot. In addition, there would be a moderately sloped path leading from the pond to the playground. Detailed trail plans and cost estimate are attached.

The proposed wheelchair accessible trail is designed to afford access to natural areas around the pond that are currently inaccessible to those with limited mobility and in wheelchairs, improve access for MMS students for educational and physical education activities by creating outdoor classroom areas, and increase access to physical activity opportunities for the region.

Financial Impact

In 2013, the total cost of the trail construction was estimated at \$283,963, (including a 20% contingency). Prior to submitting the grant in 2015, the Landscape Architect who completed the design and cost recommended that the Town add 12% to the initial estimate, bringing the total cost with the 20% contingency to \$316,839. The Town would be responsible for \$63,367 or 20% of the project cost. Staff would plan to finance the Town's share from a combination of in-kind staff support, and contributions from the Parks Improvement Fund and the Open Space Fund. It is estimated that the trail would cost \$3,000 per year in labor and materials to maintain.

Recommendation

In order to receive the state funding to construct this project, staff recommends that the Town Council authorize me to execute the Personal Service Agreement with the CT DEEP.

If the Council agrees with this recommendation, the following resolution would be in order.

Resolved, effective July 25, 2016, that it is in the best interest of the Town of Mansfield, CT to enter into contracts with the Department of Energy and Environmental Protection (CT DEEP) in the amount of \$253,471.00 to construct a Universal Access trail around Bicentennial Pond as part of the Recreational Trails Program FY 2015-16. In furtherance of this resolution, Matthew W. Hart, as the Town Manager of the Town of Mansfield, is duly authorized to execute said contract with the Connecticut DEEP on behalf of the Town of Mansfield, deliver

this contract on behalf of the Town and to do all things necessary or appropriate to carry out the terms of this contract, including executing and delivering all agreements and documents contemplated by those contracts.

Attachments

- 1) Personal Service Agreement
- 2) Project Renderings



Connecticut Department of

ENERGY &
ENVIRONMENTAL
PROTECTION

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

July 5, 2016

Ms. Jennifer Kaufman
Natural Resources Coordinator
Town of Mansfield
10 Eagleville Road
Mansfield, CT 06268

Re: Construction of a Universal Access Trail, Bicentennial Pond

Dear Ms. Kaufman:

Enclosed for signature are 2 copies of a contract between Town of Mansfield and the Department of Energy and Environmental Protection providing funding for the above referenced project. Each contract consists of a packet containing a signature page, standard administrative terms and conditions and Appendices containing at a minimum a Scope of Work and Schedule of Payments. This contract is in the amount of \$227,170.74 and will be in effect from the execution of the contract through two years from the execution date. *\$253,471*

For timely contract approval, we request that the attached instructions be carefully executed as soon as possible.

We appreciate your cooperation and assistance. If you have any questions or problems concerning the contract approval process, please feel free to contact me at (860) 447-4353. Should you have any questions concerning the Scope of Work or Schedule of Payments, please contact Laurie Giannotti at (860) 424-3578.

Sincerely,

Miraflor Powe
Miraflor Powe
Financial Management Division

mp
enclosures

Contract

Processing Instructions

CHRO Contract Compliance Monitoring Report Forms (if over \$4,000)

Model Resolution/Incumbency Certification

Processing Instructions

1. Obtain a sealed and certified **signature resolution**, making sure that the contractor name identified in the contract is identical to that name listed in the signature resolution. If your facility does not have a corporate seal, please indicate this at the bottom of the resolution. Please note that the resolution must be signed by an individual other than the individual authorized to sign the contract, and all signatures must match the printed names exactly (including use of initials, etc.). The resolution must be approved on or before the date of contract signature. A model has been attached for your use and is also available in electronic format at: <http://das.ct.gov/Purchase/Info/DAS%2028.pdf>;

2. If the Signature Resolution identifies only the title of the person authorized to sign the contract, but does not specify the individual's name, or is more than 30 days old, obtain a signed and sealed "**incumbency certification**" indicating that the person who signed the contract was the incumbent official on the date of the signing. A model has been attached for your use and is also available in electronic format at: <http://das.ct.gov/Purchase/Info/DAS%2028.pdf>;

3. Have both contract signature pages (Personal Service Agreement form) signed by the official authorized in the resolution to execute contracts with the DEEP (sign only on spaces marked). Signatures must match typed names exactly. Be consistent with use of middle initials and any title such as Jr., III, etc.;

4. Please ensure that your company is registered with the Connecticut Secretary of State to do business in the state. Occasionally, out-of-state companies neglect to do this (even if they have worked in Connecticut before) and it can delay the contract process. Please check your company's status at the following web site. <http://www.concord-sots.ct.gov/CONCORD/online?sn=PublicInquiry&eid=9740>
If you have not already registered, please complete the business registry with the Connecticut Secretary of State. Please be aware that this is a necessary step in the process and must be completed before any approvals take place. Below is the link to complete the registration process with the Secretary of State in Connecticut. <http://www.concord-sots.ct.gov/CONCORD/>

5. **Scan and upload current certifications on the DAS BizNet Connection** (New Process as of October, 2011) at <https://www.biznet.ct.gov/AccountMaint/Login.aspx>. If the documents have been updated and uploaded within the timeframes noted on the OPM websites noted in a. and b. below, (generally one year), no further action is required. Additional information on the BizNet Connection can be found at <http://das.ct.gov/cr1.aspx?page=372> and an instructional guide to uploading documents can be found at <http://das.ct.gov/images/1090/Upload%20Instructions.pdf>.

a. Obtain a **Nondiscrimination Certification** attesting that you or your company have adopted a policy which supports the nondiscrimination policies included in CGS Sec. 4a-60 and 4a-60a as amended. A copy of the form is attached and is also available in electronic format from the following website http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

b. If the PSA amount (not required for a grant) provides funding in an amount of \$50,000.00 or more in any calendar or fiscal year, additional certifications are required such as the **Gift and Campaign Contribution Certification and Consulting Agreement Affidavit**. If the amount is \$500,000 or more, the **Affirmation of Receipt of State Ethics Laws Summary** is also required. Copies of the forms are attached and are also available in electronic format at the following website http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806.

6. In accordance with CHRO Regulations, contracts in excess of \$4,000.00 require completion and submission of certain Contract Compliance paperwork by the Contractor. Before we can release payment on the contract, this paperwork must be completed and submitted to DEEP. In certain cases CHRO requires pre-approval of an Affirmative Action Plan prior to execution of a contract.

Contract Amount	Bidder Contract Compliance Monitoring Report Required – Affidavit for Certification of Subcontractors as MBE's, as applic.	Affirmative Action Plan Required	CHRO Requires Pre Approval of Affirmative Action Plan
\$0-\$4,000.00	No paperwork required.		
\$4,000.01 - \$9,999.99	No	No	n/a
Non-Public Works Contract			
\$10,000 - \$249,999.99	Yes	No	n/a
\$250,000 or more	Yes	Yes	No
Public Works Contract			
\$10,000 - \$50,000.00	Yes	No	n/a
\$50,000.01 - \$500,000	Yes	Yes	No
\$500,000.01 or more	Yes	Yes	Yes

Electronic versions of all of the CHRO Contract Compliance Forms are available on-line at: by navigating to *Contract Compliance* then *Contract Compliance Forms* from the following link: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

7. Return the contract in its entirety (as described in the first paragraph of this letter), along with the resolution, Nondiscrimination Certification and CHRO paperwork as soon as possible in order to obtain the remaining state approvals. If you were unable to upload the certifications on the BizNet Connection, hard copies of those documents must be submitted.

CHECK ONE:
 GRANT
 PERSONAL SERVICE AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
---	--

CONTRACTOR	(3) CONTRACTOR NAME Town of Mansfield	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS 10 Eagleville Road, Mansfield, CT 06268	CONTRACTOR FEIN/SSN 06-6002032

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEEP - BOR, State Parks Div, 79 Elm Street, Hartford, CT 06106-5127	(6) Dept No. DEP43000
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CONTRACT PERIOD	(7) DATE (FROM) THROUGH (TO) Upon Execution 2 years from Execution	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
-----------------	---	---

(9) CONTRACTOR AGREES TO: (include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of four pages numbered A-1 through A-4 inclusive.

Page 1 of 8

Standard Terms and Conditions are contained in Pages 2 through 8 and are attached hereto and made a part hereof.

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$253,471.00.

(11) OBLIGATED AMOUNT
 \$253,471.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$253,471.00	DEP44321	12052	43314	64002	DEPA00029000161	155005	2017			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended PA 15-190; CGS Sec. 23-103 as amended
(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE

1. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
2. Non-Discrimination.
 - (a) For the purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "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;
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "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;
 - (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (8) "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;
 - (9) "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
 - (10) "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.

3. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, 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, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS and the Client Agency all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. Contractor shall provide an annual electronic update of the 3 documents to the Client Agency and DAS on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
4. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
5. Anti-Trust. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
6. Definitions:
- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

7. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
8. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
9. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
10. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
11. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
12. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
13. Set Aside. State funded projects are subject to the requirements of CGS Sec. 4a-60g "Set-Aside program for small contractors, minority business enterprises, individuals with disabilities and nonprofit corporations" unless exempted from these requirements by the Department of Administrative Services Supplier Diversity Program. For contracts using non-exempted funding sources and subcontracting any portion of work, contractors are required to subcontract 25% of the total contract value to small businesses certified by the Department of Administrative Services and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by the Department of Administrative Services.
14. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
15. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
16. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
17. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
18. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract 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, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.
19. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

20. Termination.

- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
 - (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
21. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
22. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
23. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
24. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts

are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding .

25. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
26. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.
27. Protection of Confidential Information.
 - (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
 - (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
 - (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
 - (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
 - (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered

into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
30. Tangible Personal Property.
- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

APPENDIX A
SCOPE OF WORK

Project Title: Construction of a Universal Access Trail, Bicentennial Pond

Description: The Town of Mansfield will construct a trail from the Mansfield Middle School to Bicentennial Pond. All aspects of the proposed trail are designed to afford regional access to natural areas around the pond that are currently inaccessible to those with limited mobility.

1. Budget: Eligible project costs will be reimbursed in accordance with the following budget and associated tasks. Budgetary adjustments including the use of project contingency will require written approval by the Department of Energy and Environmental Protection's (DEEP) Trails and Greenways Program Coordinator. The Contractor shall notify the Department (DEEP) in writing requesting approval of budgetary adjustments between tasks including use of project reserves and contingency. All eligible project costs will be reimbursed at a rate of 80% (not to exceed task totals) with the remainder of eligible costs earned as project match. The Contractor shall adhere to the Project task/budget list below:

Task No.	Description	Estimated Costs
1	Trail around Bicentennial Pond	\$207,477.00
2	Trail spur	\$29,516.00
3	Signage	\$10,517.00
4	Fishing pier #1	\$26,100.00
5	Fishing pier #2	\$19,401.00
6	Outdoor classroom	\$7,204.00
7	Pond overlook	\$6,625.00
8	Project Oversight	\$10,000.00
	Project Total	\$316,839.00
	Less: Local Match (minimum requirement)	\$63,368.00
	State Grant (not to exceed)	\$253,471.00

2. Location Map: Project site map is attached hereto as Appendix D which consists of one page numbered D-1.

3. Acknowledgement of Funding: Any publication or sign produced or distributed or any publicity conducted in association with this Contract must provide credit to the Connecticut Bikeway, Pedestrian Walkway, Recreational Trail and Greenway Grant Program. This program should be referenced as "The Connecticut Recreational Trails Program".

4. Match Requirements: The Contractor agrees to provide to the Commissioner, documentation that it has provided not less than twenty percent (20%) of the project cost as matching contribution. Match documentation may be submitted with each monthly invoice (Appendix C). Matching contribution shall be in the form of cash contributions towards construction contracts, in-kind labor and/or equipment, equipment lease/rental or material purchase or donation above and beyond the grant amount. In-kind labor shall be defined as the pay rate for that particular job function. No fringe or indirect cost shall be added to In-kind labor. Equipment shall be credited at the rate allowable by the current Federal Emergency Management Agency (FEMA). Note: Planning and environmental assessment (including

archaeological/historical assessment) costs incurred less than 18 months prior to State grant approval may be counted toward the applicant's 20% match.

- 5. Publication of Materials:** The Contractor must obtain written approval from DEEP's Trails & Greenways Program Coordinator prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

6. ADA Publication Statement:

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or <mailto:deep.accommodations@ct.gov>

If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

For videos that will be published on the DEEP website, the following ADA and Title VI

statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov.

This video with closed captioning is available at www.ct.gov/deep.

- 7. Submission of Materials:** For the purposes of this Contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Energy and Environmental Protection
State Parks Division
Laurie Giannotti, Trails & Greenways Program Coordinator
79 Elm Street
Hartford, CT 06106-5127

All **invoices** must include the PO #, PSA #, Project Title, DEEP Bureau/Division name, amount dates and description of services covered by the invoice, and shall be submitted to:

DEEP – Financial Management Division
Accounts Payable
79 Elm Street
Hartford, CT 06106-5127

- 8. Permits:** No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. In addition, the contractor must provide the Connecticut Recreational Trails Program documentation that any threatened and endangered species protections which may have been specified by DEEP's Natural Diversity Database and/or historical or archaeological resource protections which may have been specified by Connecticut State Historic Preservation Office have been implemented.
- 9. Project Summaries:** Following Execution of this Contract, the Contractor shall provide summaries of project status to the Connecticut Recreational Trails Program (CRTP) Coordinator once every quarter during the time in which this Contract is in effect.
- 10. Extensions/Amendments:** Extensions will generally NOT BE GRANTED. However, if just cause can be demonstrated and approved by DEEP, an extension of not more than one year from the contract end date may be granted. If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing **no later than 60 days prior to the expiration date of the contract**. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment. Formal written amendment of the contract is required for extensions to the final date of the contract period and changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by DEEP.

11. Final Project and Financial Report: Prior to final reimbursement, the Contractor shall submit to the Connecticut Recreational Trails Program, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements have been met and with supporting documentation sufficient to demonstrate eligible expenditures. A sample format is attached as Appendix C.

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is two hundred fifty-three thousand, four hundred seventy one dollars (\$253,471.00).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project, prior to expiration of this Contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.

- a. 80% of eligible cost not to exceed \$253,471.00 shall be reimbursed monthly upon execution of the contract and following completion of the Financial Report (Appendix C) and associated documentation demonstrating that elements of Appendix A (Scope of Work) have been met to the Commissioner's satisfaction, review and approval.
- b. Final payment shall be issued following completion of this project to the Commissioner's satisfaction, review and completion of Appendix A (Scope of Work) have been met. Total sum of all payments shall not exceed total project cost.

Should total projects costs be less than the amount of payments made, any remaining funds must be refunded to the DEEP through a check made payable to "DEEP – Recreational Trails Program" within 90 days of the contract expiration date.

APPENDIX C
FINANCIAL REPORT

Contractor Name: _____

PSA#: _____ PO#: _____ Invoice Period: _____

Cash Expenses – Cash transactions refer to any payments made via cash, check, or credit card. Cash transactions also include payroll expenses.

Payment Date	Vendor	Check Number	Total Amount Paid

Total Cost of Cash Expenses: \$ _____

Non-cash services/donation value –Non-cash transactions include donated material goods or volunteer time to provide services in support of this contract activities. Please use additional sheets if necessary.

Date	Description of work completed	Name of volunteer	Hours	Total Contribution (hours x volunteer rate)

Total Costs of Non-cash Expenses: \$ _____

TOTAL Costs (Cash and Non-cash transactions): \$ _____

Reimbursement Amount (equal to the lesser of 80% of Total Costs or Total Cash Expenses): \$ _____

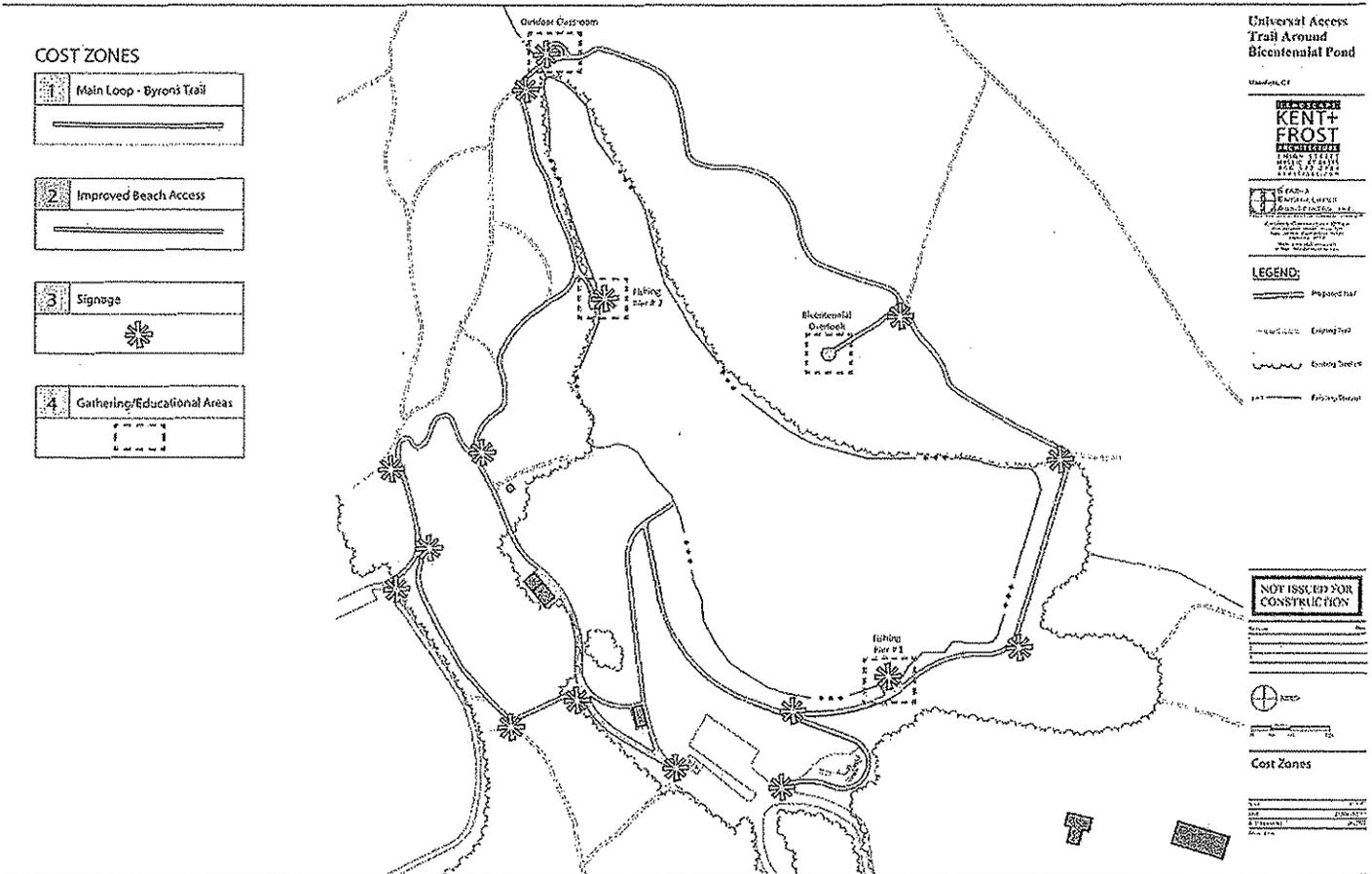
THIS IS YOUR REIMBURSEMENT FORM: Please provide supporting detail for non-cash transactions. Include names of individuals/organizations who donated materials or volunteered time (Please attach documentation for donated materials along with the value) along with the dates the goods/services were received.

Print Name of Preparer: _____ Signature of Preparer: _____ Date: _____

Mail completed Financial Report (and supporting documentation) to:

Laurie Giannotti
Department of Energy and Environmental Protection
Bureau of Outdoor Recreation
79 Elm Street
Hartford, CT 60106

APPENDIX D





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. 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 lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, 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.

COST ZONES

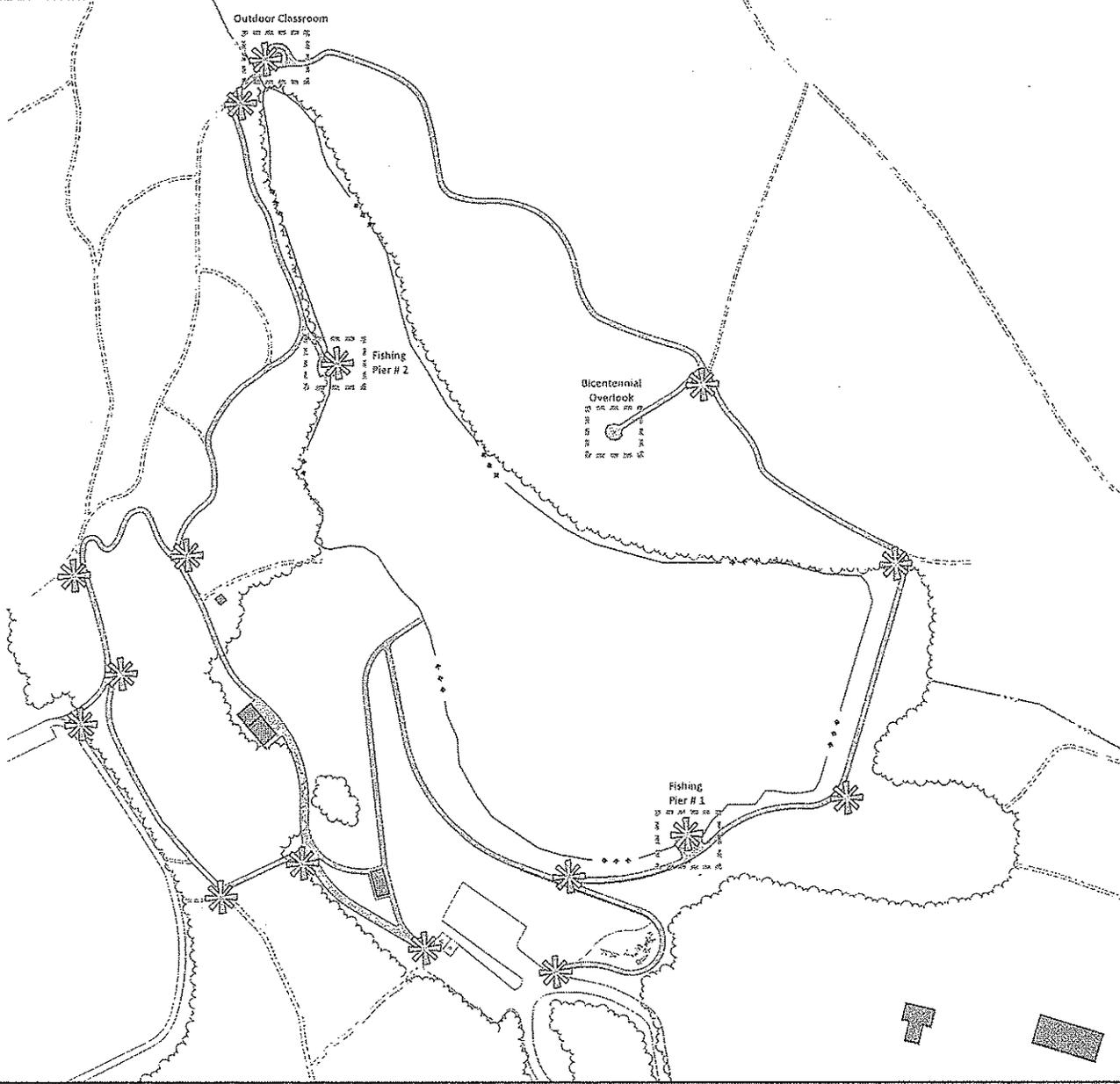
1 Main Loop - Byrons Trail

2 Improved Beach Access

3 Signage

4 Gathering/Educational Areas

-157-



Universal Access Trail Around Bicentennial Pond

Middletown, CT

KENT + FROST
 ARCHITECTS
 15 HIGH STREET
 MIDDLETOWN, CT 06455
 TEL: 860.372.1874
 FAX: 860.372.1874

STADIA ENGINEERING ASSOCIATES, INC.
 100 STATE STREET, SUITE 101
 MIDDLETOWN, CT 06455
 TEL: 860.372.4772
 FAX: 860.372.4772

LEGEND:

- Proposed Trail
- Existing Trail
- Existing Tree Line
- Existing Stream

NOT ISSUED FOR CONSTRUCTION

Project No.	010
Sheet No.	157
Date	
Scale	

NORTH

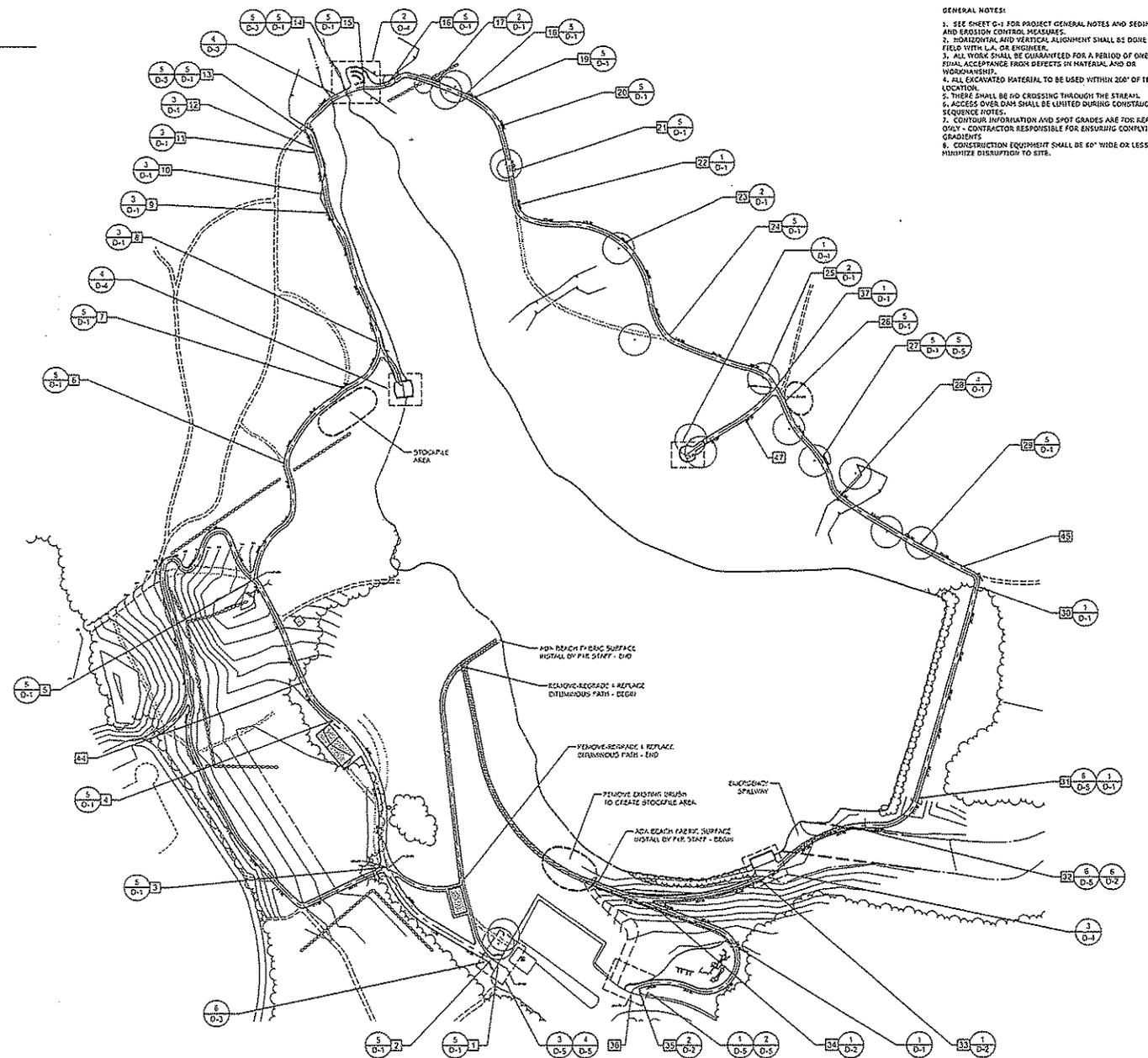
0 30 60 120

Cost Zones

Zone 1	17-18'
Zone 2	27-30', 30'
Zone 3	20-24'
Zone 4	20-24'
Zone 5	20-24'

REFERENCE NOTES: SEE SHEET G-1 FOR PROJECT GENERAL NOTES AND SEDIMENTATION AND EROSION CONTROL MEASURES.

NO.	DESCRIPTION	DATE
1	START OF CONSTRUCTION	
2	3/24/20 TO 3/30/20	
3	FOUNDATIONAL STRENGTH ANALYSIS CONTRACT 10/1/2018 TO 10/1/2019	
4	3/24/20 TO 3/30/20	
5	3/24/20 TO 3/30/20	
6	3/24/20 TO 3/30/20	
7	3/24/20 TO 3/30/20	
8	3/24/20 TO 3/30/20	
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99	3/24/20 TO 3/30/20	
100	3/24/20 TO 3/30/20	



- GENERAL NOTES:
- SEE SHEET G-1 FOR PROJECT GENERAL NOTES AND SEDIMENTATION AND EROSION CONTROL MEASURES.
 - HORIZONTAL AND VERTICAL ALIGNMENT SHALL BE DONE IN THE FIELD WITH L.A. OR ERMERBER.
 - ALL WORK SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE FROM DEFECTS IN MATERIAL AND OR WORKMANSHIP.
 - ALL EXCAVATED MATERIAL TO BE USED WITHIN 200' OF ITS ORIGINAL LOCATION.
 - TREES SHALL BE FID CRISSING THROUGH THE STREAM.
 - ACCESS OVER DAM SHALL BE LIMITED DURING CONSTRUCTION - SEE SEQUENCE NOTES.
 - CONTOUR INFORMATION AND SPOT GRADES ARE FOR REFERENCE ONLY - CONTRACTOR RESPONSIBLE FOR ENSURING CONFORMING GRADES.
 - CONSTRUCTION EQUIPMENT SHALL BE 60" WIDE OR LESS TO MINIMIZE DISRUPTION TO SITE.

Universal Access Trail Around Bicentennial Pond

Kent + Frost Architecture
 1 HIGH STREET
 HYDRA, CT 06355
 860.272.0794
 kent@kfrost.com

STADIA ENGINEERING ASSOCIATES, INC.
 1000 WESTERN AVENUE
 NEW HAVEN, CONNECTICUT 06511
 TEL: 203.426.8800
 E: info@stadia.com

- Legend:
- Existing Tree
 - Existing Treetline
 - Existing Stonewall
 - Existing Contour
 - Existing Wetland
 - Existing Trail
 - Proposed Geoblock Path
 - Proposed Stonedust Trail
 - Proposed Beach Path
 - Proposed Asphalt Path
 - Station Point (STA)

NOT ISSUED FOR CONSTRUCTION

Scale:	1" = 40'
Date:	2/28/2024
Sheet No.:	2/28/2024
Project No.:	2/28/2024
Drawn by:	2/28/2024

Trail Layout - Main Loop

Scale:	1" = 40'
Date:	2/28/2024
Sheet No.:	2/28/2024
Project No.:	2/28/2024
Drawn by:	2/28/2024

MEMORANDUM

Town of Mansfield
 Town Manager's Office
 4 So. Eagleville Rd., Mansfield, CT 06268
 860-429-3336 x5
 EthicsBoard@mansfieldct.org



To: Mansfield Town Council

From: Nora B. Stevens, Ethics Board Chairperson

Date: July 20, 2016

Re: FY 15/16 Annual Report

Background

25-6B93) of the Town's Ethics Ordinance requires that the Ethics Board submit an annual report to the Town Council:

...The Board of Ethics shall prepare and submit to the Town Council an annual report of its actions during the preceding twelve (12) months and its recommendations, if any.

In previous years, the Ethics Board has submitted its annual report to the Town Council via the Town's Annual Report document. Due to anticipated formatting and content changes to the Annual Report, the Ethics Board is submitting its FY 15/16 Annual Report to the Council via this memorandum. The Board authorized this submission at its July 14, 2016 meeting.

The Ethics Board's primary charge when it was reconstituted in 2008 was to review the Ethics Code adopted by the Town Council in 1995 and provide recommendations for revisions to the Code. Draft revisions to the Ethics Code were provided to the Town Council for consideration. On May 29, 2012, the Council adopted revisions to the Ethics Ordinance. The Ethics Board serves in an advisory capacity to the Town Council, provides advisory opinions to employees, and conducts investigatory proceedings and renders decisions related to ethics complaints.

Accomplishments for FY 2015/2016

- Issued an advisory opinion regarding 25-7M, political activity, to a former Town Council member.
- Continued to review the general issue of Ethics Code applicability to Mansfield Board of Education employees.
- Continued to review the gift provisions of the Ethics Code as it pertains to Mansfield Board of Education employees.
- Reviewed disclosure statements as filed.
- Filled vacant alternate position on the Board with the appointment of Jamie Lang-Rodean.

Plans for FY 2016/2017

- Assist Committee on Committees with filling the one vacant alternate position on the Board.
- As needed address, in accordance with the adopted code and established procedures, advisory opinion requests and complaints in a fair and timely manner.
- Continue to review and comment on the conflicting gift provisions of the Town's Ethics Code and the Board of Education's Ethics Policy; if requested by the Town Council and/or the Mansfield Board of Education, participate in discussions related to finding a resolution.
- Encourage the resolution of the general issue of Ethics Code applicability to Mansfield Board of Education employees.

If you have any questions about this report, or would like to follow up with the Board, please contact me or our staff person, Maria Capriola.

Reviewed and approved by Storrs Center Parking Steering Committee on May 31, 2016

Annual Report on Storrs Center Parking Management Plan – May 2016

Parking Steering Committee and Parking Oversight

The current Storrs Center Parking Management Plan remains in effect. The Town of Mansfield Parking Steering Committee continues to meet and met on the following dates between March 2015 and May 2016: April 15, 2015; July 15, 2015; October 22, 2015; January 26, 2016; and May 31, 2016.

In 2016, Mansfield Town Councilor Alex Marcellino, representing the Town Council and the Windham Region Transit District (WRTD), resigned from the Parking Steering Committee. No replacement has been made as of May 2016.

The Parking Steering Committee meetings were also utilized as the required meetings of the signatories of the Cooperative Agreement. Those signatories who do not sit on the Parking Steering Committee, were invited to the meetings but did not attend during this time period.

During the last year, the structure of staff parking meetings was changed. Instead of a quarterly parking staff meeting consisting of the Town of Mansfield (“Town”), University of Connecticut (“UConn”), Mansfield Downtown Partnership (“Partnership”), Storrs Center Alliance (“SCA”), LAZ Parking (“LAZ”), and Hart Realty Advisers/The Wilder Companies, two separate staff teams were developed from this group. A team made up of the Partnership, SCA and LAZ Parking meet monthly. A team consisting of the Partnership and Town staff meets quarterly. This has allowed the day to day parking operational issues to be addressed on a more consistent and timely basis. Along with these regular meetings, the parking management team from LAZ, Leyland, the Town, and the Partnership is in contact regularly to address parking issues.

Operations

The operations of the parking in Storrs Center continue to be governed by the following agreements: a Parking Management Agreement between the Town and Storrs Center Alliance, and a Parking Lease Agreement between the Town, Storrs Center Alliance, and EdR (parent company of The Oaks apartments in Storrs Center). The term of the Parking Management Agreement is until June 30, 2030.

In August 2015, EdR completed construction of an 88 space parking lot adjacent to Phase 2/Wilbur Cross Way to accommodate its residents in the apartments in Phase 2. This lot is private and gated, and is managed by EdR.

Both SCA/LAZ and EdR changed its snow plowing to Brickman to address the increased footprint of the Storrs Center property.

Management

LAZ Parking continues to manage the parking garage, the Dog Lane Lot and on-street parking. LAZ maintains an office in the parking garage.

At the request of the parking management team, LAZ hired additional staff mid-day, Monday through Friday, to assist with the enforcement of all parking and the maintenance of the parking garage.

Parking Garage

The parking garage opened in August 2012 with 671 spaces. The residential and employee spaces are nested/separated from the transient spaces and are located on the upper floors of the garage. The parking garage operated in the black during the fiscal year from July 1, 2014 to June 30, 2015.

The parking garage continues to be utilized on a regular basis. During the summer of 2015, the parking garage was close to capacity due to the number of construction workers completing Phase 2 of Storrs Center. Over 100 parking permits had been issued to the general contractor Centerplan and its subcontractors. In order to accommodate parkers during this time period, the gate to the nested area was raised at times to ensure that visitors, residents and employees had room to park. Contractors were advised to park above the gate or in E.O. Smith High School's Farrell Field lot (temporarily in the summer). In addition, all current employees of businesses in Storrs Center are now required to park above the nest to allow for space for transient parkers. All new employees will be instructed to park above the nest. Following the start of UConn's 2015/2016 school year, it was observed that several parkers were utilizing the lower levels for extended overnight parking. SCA and the Town increased the overnight parking rate to encourage the use of parking in the garage for transient parkers, and not as a long term parking solution.

Monthly permits are only available for employees in Storrs Center and residents in the Oaks on the Square apartments.

On-Street Parking

Storrs Center includes on-street parking on Storrs Road, Bolton Road Ext., Dog Lane, Royce Circle, Elsie Marsh Way, and Wilbur Cross Way. Wilbur Cross Way was reopened to cars in August 2015 after being closed during the construction of Phase 2.

With the opening of the Oaks apartments on Wilbur Cross Way, parkers began to utilize the 2 hour parking spaces on Wilbur Cross Way for long periods of time. In addition, parkers continued to park in the 2 hour parking on Storrs Road for longer than 2 hours and/or were observed moving their cars after 2 hours. This was becoming more problematic as additional grab and go businesses (e.g., Dunkin Donuts, Brueggers Bagels) had opened with less spaces available for these establishments. This was also affecting the Storrs Commons property (see below).

In early 2016, the Town's Traffic Authority approved the change from 2 hour parking to 30 minutes on Storrs Road for most of the spots except for a few on either end of Storrs Road. This was helpful, particularly in the parking spaces in front of E.O. Smith High School, across from the grab and go businesses.

In April 2016, after much discussion, the Traffic Authority approved changing all street parking to 30 minutes as the long-term parking continued on Wilbur Cross Way. The concern of the Traffic Authority and the parking management team was that the monopolization of spaces would hurt the businesses that are now open on Wilbur Cross Way and will be opening in the future. The signs will be changed in spring 2016.

Dog Lane Lot

The Dog Lane lot includes spaces for Oaks' residents as well as the general public.

Cooperative Agreement

A Cooperative Agreement was signed in August 2012 for parking enforcement that covers both the Storrs Center related parking and the adjacent public and privately owned parking. On March 6, 2014, the Agreement between property owners was extended another two years and is in effect until July 31, 2016. The Cooperative Agreement will be negotiated for a two year extension in spring 2016.

In several instances, the Cooperative Agreement refers to the requirements in the Town's Motor Vehicle Traffic and Parking Ordinance (Chapter 182) and the Motor Vehicle Traffic and Parking Regulations (Chapter 198A).

Over the last year, the Mansfield Downtown Partnership Executive Director trained parking constables for LAZ, E.O. Smith High School, and Storrs Commons, who would then be sworn in by the Town. This training included an overview of the parking enforcement program, the procedure to turn in tickets they have issued to the Town's Collector's office (if paper tickets), and the appeals process.

Enforcement

LAZ Parking enforces the parking in the parking garage, lots, and on-street.

Enforcement of on-street parking, particularly on Royce Circle, Dog Lane, and Bolton Road Ext., and the Dog Lane lot continue to be the main parking issues over the last year. As mentioned above, the opening of businesses in 8 Royce Circle in the last year, particularly Dunkin Donuts, Gansett Wraps, and Blaze Pizza has seen parkers utilize the Storrs Commons lot to access these off-site businesses. This has caused a parking glut in this lot, leading to concerns that customers at Storrs Commons cannot find a spot to utilize the Storrs Commons businesses.

Offering "free" parking to visitors has made enforcement more critical and involved more staff time both from parking management personnel and Town staff in the Collector's office, where

tickets are paid, and in the State Resident Trooper's office, where appeals are handled. During the period from March 1, 2015 to February 28, 2016, there were 4399 parking tickets issued. The month of January had the highest number of tickets issued (463) with June being the lowest month (130 tickets). Of the tickets issued, 605 were appealed at a rate of 14 percent. Most of the appeals are denied. Over the past year, both the Parking Steering Committee and the parking staff team discussed how to address these enforcement matters.

Issues

- Surrounding lots are drawing people who are parking there to either avoid a parking fee or for convenience. Often they are not patronizing the businesses and organizations at these locations. While the Town Hall, Community Center, Price Chopper, EO Smith High School, University Plaza, and Storrs Commons are all affected, the largest area of concern now appears to be Storrs Commons because of its proximity to Storrs Center.
- Parking in loading zones and the Nash-Zimmer Transportation Center bus stop preventing the delivery vehicles and buses from parking in their designated spots. Parking on streets during the snow ban.
- There continue to be a significant number of appeals of tickets for parking infractions on the streets, in the Dog Lane lot, and in the lot behind 1 and 9 Dog Lane. The appeals process generates a considerable amount of time in the State Trooper's Office to deal with the paperwork and nuances of the various appeals that come to the hearings officers.

Solutions

- Price Chopper, and the Mansfield Community Center continue to have signs in their lots indicating that parking is for customers and visitors only. Over the last year, Storrs Commons has initiated a number of solutions to address the abundance of parkers using its lots for businesses outside its complex including signage, and increased enforcement by constables with vests that indicate they can enforce parking on the site. The Oaks staff sent out an e-mail blast to its residents reminding them that Storrs Commons was not an area for resident parking. SCA worked with its tenants in 8 Royce Circle to remind them that their deliveries need to be in the loading zone on Royce Circle, and not in the Storrs Commons lot. This communication needs to be on-going as new people come into the mix. Storrs Commons will be changing some of its parking space signs to indicate that the lot is private, and erecting a fence on both sides of its property to further delineate that the lot is private.

In the last year, the bus stop area in front of the Nash-Zimmer Transportation Center was striped to further enforce that this was a no parking zone. It has helped with the line-up of cars that can be seen during the end of the week in the late afternoon. The opening of Wilbur Cross Way has likely alleviated this back-up as well. In spring 2016, LAZ staff began focusing on this area to keep parkers moving along as it does cause a bottleneck and a potential safety issue.

The Partnership sent a press release out on the winter snow ban and Oaks management sent its residents an e-mail blast warning about towing if a car impedes snow removal. Despite the outreach efforts, cars were towed in two instances on Wilbur Cross Way that were left there during a snow storm.

- In order to assist with the time to process appeals, the administrative fee that the Town charges to SCA was increased, and the hours for the administrative staff in the Resident Trooper's office where the appeals are heard was increased, as needed. Partnership staff also conducted a walkthrough with the Resident Trooper's office and its appeals officers of the parking areas and particular trouble spots, noting the enforcement signage.
- Continue to provide information about 2 hour free parking in the parking garage in all Partnership press releases, and other communication to the public.
- Continue to actively enforce time limited parking on-street and in the lots. LAZ Parking has provided staff coverage, at times, beginning at 4 am to try and address the consistent overnight parking by residents on Wilbur Cross Way.
- The Town and SCA are reviewing the need for an updated parking analysis now that most of Storrs Center is built-out, which could provide additional enforcement solutions.

Nash-Zimmer Transportation Center

The Nash-Zimmer Transportation Center opened on April 14, 2014. The UConn, WRTD, and Peter Pan buses serve the Center. The Center also serves as a visitor center for the downtown and is staffed by Storrs Center ambassadors from 8 am to 5 pm, Monday through Friday. The majority of the questions are about the buses and directions to the businesses, but the ambassadors are also answering some parking questions.

Communications

The Mansfield Downtown Partnership will continue to serve as a conduit for information sharing and public input amongst adjacent property owners, other interested parties and the Mansfield community.

A Parking section is on the Partnership's website (www.mansfieldct.org/mdp) which includes parking rates, payment options, and a map of locations. There is a link to this section on the master developer's Storrs Center website (www.storrscenter.com) and the Oaks on the Square website (www.theoaksonthesquare.com).

E-mail and social networking sites have been used to update people on time sensitive parking issues including the snow parking ban. More traditional forms of communication including press releases, and TV and radio interviews have been utilized to "get the word out" on parking at Storrs Center.

The Partnership's Frequently Asked Questions on its website includes information on parking. In spring 2015, a separate Frequently Asked Questions for Parking was finalized and placed on the Partnership's website. It is also available at key public buildings in Mansfield (Nash-Zimmer Transportation Center, Town Hall, Library, Senior Center), to the downtown Storrs businesses, to the residents of the Oaks apartments, and the Town hearing officers who hear the parking ticket appeals.

The Partnership contracted with the University of Connecticut's Landscape Architecture Program in late 2015 to develop a public spaces plan for Storrs Center. Part of this plan includes suggestions for wayfinding signage, including parking. It is expected that some of the recommendations for improved parking signage can be implemented in fall 2016, pending funding.



June 29, 2016

Town Clerk Mary Stanton
Town of Mansfield
4 South Eagleville Rd.
Mansfield, CT 06268

RE: Historic Documents Preservation Grant # 078-PC-17, Cycle 1, FY 2017

Dear Town Clerk:

The State Library is pleased to inform you that the Historic Documents Preservation Grant Application for the **Town of Mansfield** in the amount of **\$5,000.00** has been approved.

To receive the grant, the municipality must now enter into a contract with the State Library.

Please find the following documents enclosed:

1. **Targeted Grant Contract**
2. **Instructions for Returning the Grant Contract**

The Grant Contract must be signed by the Municipal CEO and returned no later than **July 27, 2016**. After it is signed by the State Librarian, copy of the fully executed contract will be returned to the municipality.

Grant work and expenditures may begin only **after** the municipality has received its copy of the fully executed contract.

Grant award payments will be processed within **30 days** after the contract has been fully executed.

Grant work and expenditures must be completed by **June 30, 2017**. The final report should be submitted immediately upon completion of the grant. For complete grant administration requirements, including amendment procedures, see the *FY 2017 Grant Guidelines*.

If you have questions or need assistance, please contact Kathy Makover at kathy.makover@ct.gov or (860) 566-1100 ext. 303.

Sincerely,

LeAnn R. Power, CRM
Public Records Administrator

Enclosures (2)

cc: Town Manager Matthew W. Hart

PAGE
BREAK



DEPARTMENT OF PUBLIC HEALTH

Drinking Water Section

Item # 11

Water Utility Coordinating Committees

What is a WUCC?

'WUCC' is an acronym for 'Water Utility Coordinating Committee'. WUCCs were created by statute in 1985 (Public Act 85-535, "An Act Concerning a Connecticut Plan for Public Water Supply Coordination"). They are intended to "maximize efficient and effective development of the state's public water supply systems and to promote public health, safety and welfare." WUCC members are public water systems and Councils of Government. WUCCs are split into management areas. There are three WUCCs in Connecticut: Western, Central Corridor, and Eastern.

What does a WUCC do?

WUCCs are initially charged with completing a planning document for public drinking water supply for their management area. The document development has several elements: a Water Supply Assessment, Exclusive Service Area Boundary delineations, an Integrated Report, and an Executive Summary. The three planning documents will also be compiled into a single, statewide water supply planning document.

Does a WUCC end when this document is done?

No. WUCCs will continue to exist and meet regularly after the plan is completed. The WUCCs are an important long-term and short-term planning tool. Responsibilities will include: future water supply needs, potential conflicts over future sources, competition for service areas, areas of growth where public water is currently not available, changing status of individual water systems, economic impacts on demographics, and environmental impacts on our drinking water supplies.

How do WUCCs protect public health?

The WUCCs will work to protect Connecticut's most important natural resource, our public drinking water sources, and simultaneously ensure that a safe and adequate water supply is provided to areas that need it. A critical planning component of the WUCCs will be to ensure that the land around present and future water supplies is protected (RCSA Sec. 25-33h-1(d)(C)(ii)).

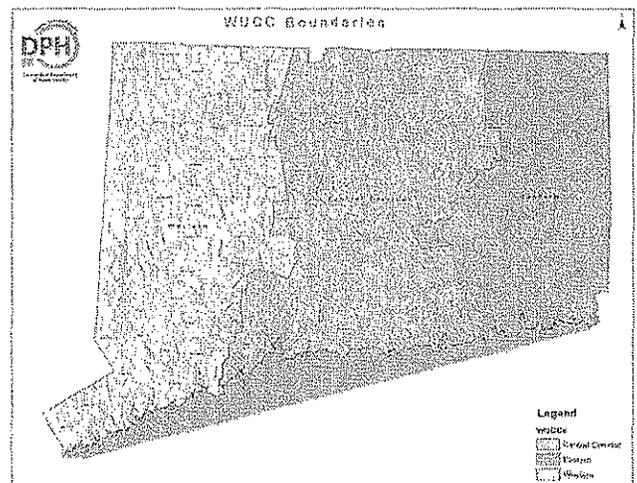
How do I know if I am a member?

If you represent a public water system of any classification or if you have been designated by a Council of Government, you are a member of a WUCC. Where your service area, water supply source, or Council of Government is located will determine which WUCC(s) you are a member of.

Can I get involved if I am not a member?

Yes. WUCC meetings are public meetings and anyone is free to attend. You will be given an opportunity to speak (at a designated time and duration) if you wish.

If you need additional information, please go to www.ct.gov/dph/wucc. To the right is a map of the three WUCC management areas:



Water Utility Coordinating Committee

- The Town of Mansfield was initially partnered with towns in the former Windham Regional Council of Governments (WINCOG) to develop and adopt a required Hazard Mitigation Plan.
- The Mansfield Town Council held a public hearing on the plan in November 2013. The plan drafted by WINCOG in March 2014 was revised by the Southeastern Connecticut Council of Governments and the Capitol Region Council of Governments (CRCOG) in May 2015.
- The Hazard Mitigation Plan, in addition to its requirement for Emergency Management Planning, is required in order to apply for state and/or federal grants and reimbursement for disasters. The U.S. Department of Homeland Security FEMA approved the plan in March 2016.
- The plan is reviewed and updated on a regular basis (every 5 years). The next assessment of the Plan to be submitted to the State and FEMA will be done with CRCOG in 2019.
- There are two parts to the plan – Regional Plan and Local Plan. Within the overall plan there is a general section applicable to all towns and then a portion dedicated as Mansfield Mitigation that address the specific local concerns.
- The Hazard Mitigation Plan incorporates sustainability in planning for future development, disasters response and recovery. Hazard mitigation links disaster resistance to broad community objectives of economic health, social well-being, and environmental protection helping the community become a safer, stronger, and more sustainable place in which to live.

Delivering Quality Water

The University of Connecticut is pleased to provide you, our water system customer, with the 2015 Water Quality Report. This report is provided to fulfill the Consumer Confidence Reporting requirement of the federal Safe Drinking Water Act (please see the water quality test results on page 3) and to keep you apprised of important water system developments.

We know the most important thing we do each and every day is to provide clean, safe drinking water so our consumers can trust the water being provided to them. The importance is more evident these days with the recent media coverage of the water quality crisis in Flint, Michigan. The University and its contract operator, New England Water Utility Services (NEWUS), want to assure you that a number of steps are taken in our water treatment and testing so you can have confidence in your water quality.

UConn's 2015 Water Quality Report includes the results of more than 700 samples tested at state certified laboratories for more than 80 potential contaminants and water quality parameters. We are pleased to report the water quality results meet state and federal drinking water standards.

The UConn water system receives its water from gravel-packed wells located near the streambanks of the Fenton and Willimantic rivers. In the near future, the University's well water will be supplemented with water from the Connecticut Water Company's (CWC) Northern-Western water system. This is the result of years of analysis, planning, and permitting that will allow the University to meet its water supply goal of ensuring an adequate quantity of pure drinking water while making efficient use of available resources. The final environmental permit authorizing the construction of the interconnection pipeline was issued by the Department of Energy and Environmental Protection (DEEP), and approximately 50% of the overall project construction was completed in 2015.

You should know lead is rarely found naturally in drinking water sources. The primary way lead can enter drinking water is when it comes in contact with lead service lines or household plumbing (pipes, faucets) made from lead. A critical step in reducing the risk of lead leaching from customers' service lines or internal plumbing is for the water supplier to adjust the pH in the distribution system. Our wellfields provide groundwater that is of very high quality, and we treat the water with low doses of sodium hydroxide to adjust the pH to protect against corrosion. Further, we fully comply with the EPA requirements regarding sampling for lead in drinking water and have provided documentation to the Connecticut Department of Public Health to demonstrate our results.

Like UConn, CWC has a comprehensive corrosion control program that provides treatment based on the source water quality. Extensive water quality testing is also conducted at CWC's sources and within their distribution system and no lead has been detected.

Thank you for taking the time to review this report. If you have questions concerning the drinking water quality results, please call, week days between 8 a.m. and 5 p.m., the University's Department of Environmental Health and Safety at 860-486-3613, or the NEWUS project manager at 860-486-1081. NEWUS is the contract operator subsidiary of CWC.

Regulatory Oversight

The University's Main Campus and Depot Campus systems experienced no water quality or monitoring/reporting violations for this reporting period. To ensure that tap water is safe to drink, the Federal Environmental Protection Agency (EPA) and the State of Connecticut Department of Public Health (DPH) establish and enforce regulations that limit the amount of certain substances in the water provided by public water systems. Water quality testing is an ongoing process, and the frequency of testing for each parameter is prescribed by drinking water regulations. Due to testing schedules, not all of these tests were required during 2015, but the most recent test data is shown in the table located on page 3. Samples from the University's water systems are tested regularly at state-certified laboratories to ensure compliance with state and federal water quality standards. Water samples are collected for water quality analysis from our wells, from entry points into our systems, and from sample locations within our distribution system.

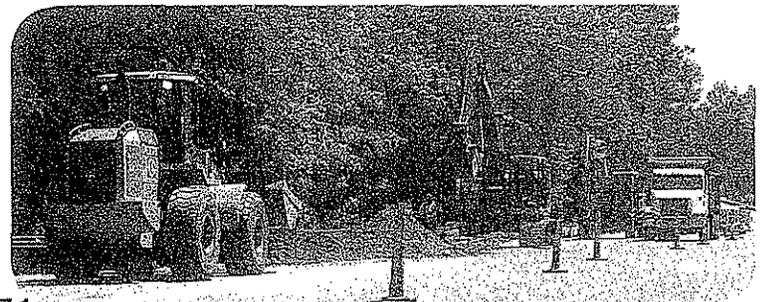
Securing Additional Water Supply for the Long Term

To address the anticipated long term water supply needs of UConn and nearby areas in Mansfield, a detailed study in the form of an Environmental Impact Evaluation was prepared, publicly reviewed, and ultimately approved in 2013 under the state's Environmental Policy Act. Among the alternatives that were studied, an interconnection with CWC was determined to be the most environmentally sound, most consistent with the state plan of conservation and development, and most economical.

In June 2015, the University and Connecticut Water jointly received their permit from the Department of Energy and Environmental Protection (DEEP) approving the interconnection of the two supply systems (the Diversion Permit). Issuance of the permit followed several months of public involvement, including a comment period on the draft permit and public hearings held in Mansfield and at the DEEP's main office. The final permit authorizes CWC over the 25 year period, to provide 1.18 million gallons per day (mgd) on average and a maximum of 1.85 mgd for a peak day.

Upon completion, water will come from the CWC Northern-Western system via a new 5.2-mile pipeline, the construction of which was also authorized in the DEEP permit. Water main installation in and along Rt. 195 in Tolland, Coventry, and Mansfield started in July 2015, and the construction project was 50% complete with 12,260 linear feet having been installed as of the end of the year. An additional 3,131 linear feet was also installed in and along Rt. 44 in the Mansfield Four Corners area.

Working in partnership with the Town of Mansfield, CWC has also established a Water System Advisory Group with representatives from the Town, UConn, nearby communities, and other stakeholders, who have met quarterly to review local input to ensure communication and collaboration relating to CWC's system. The group will also make recommendations about best management practices, including water conservation programs, and the company will work with the Advisory Committee to implement such programs.



Item Description

University owns and operates the Main Campus water system in Storrs and the Depot Campus section in Mansfield. Although the Main and Depot systems are interconnected, the source of water within each system can vary. Main Campus receives water from gravel-packed wells located in the Storrs River and Willimantic River Wellfields. The Depot Campus receives water only from the Willimantic River Wellfield. UConn's wells do not pump directly from the Fenton and Willimantic Rivers; rather, the wells are located near the rivers and pump groundwater from underground aquifers. Groundwater moves very slowly through the fine sands that make up these aquifers, the water is naturally filtered. The result is water of excellent chemical, physical, and bacteriological quality pumped from each wellfield. The only water treatment added is sodium hydroxide for pH adjustment and corrosion control, and chlorine for disinfection.

University continues to have an ample supply of high quality drinking water to meet the needs of its current on-campus and off-campus users. In addition, it has over 7.6 million gallons of water storage capacity to meet domestic, process, and fire protection needs. Large booster pumps help maintain adequate system pressures, and emergency generator power ensures continued operation during electric power outages.

Water Quality

Water travels over the land surface and/or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or human activity, including:

viruses and bacteria, which

may come from septic systems, livestock and wildlife;

salts and metals, which can be natural or may result from storm water runoff and farming;

pesticides and herbicides, which may come from a variety of sources such as agriculture, urban storm water runoff or lawn care;

organic chemicals, which originate from industrial processes, gas stations, storm water runoff and septic systems; and

radioactive substances that can be naturally occurring.

To ensure safe tap water, EPA prescribes limits on these substances in water provided by public water systems. The presence of these contaminants does not mean that there is a health risk. The University complies with EPA and all water quality requirements to ensure the quality of the water delivered to consumers. There were no water quality violations in the University's systems in 2015.



Stage 2 Disinfectants and Disinfection Byproduct Rule (Stage 2 DBP rule)

EPA's Stage 2 Disinfectants and Disinfection Byproducts Rule (DBP) requires all water systems to evaluate the potential for producing elevated levels of certain "disinfectant by-products" that have potential adverse health effects. These chemical compounds can be produced by the reaction of disinfecting chemicals with naturally occurring chemical compounds found in water. Water quality test results over eight consecutive quarterly sampling periods showed that none of the samples contained levels of disinfection byproducts in excess of allowable levels. Because of these favorable sample results, the University's water system has been designated as in compliance with the DBP rule.

Health Information

Consumer Confidence Reports are required to contain public health information for certain contaminants and compounds, even if the levels detected in the system were less than the Maximum Contaminant Levels (MCL) established for those parameters. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the EPA's Safe Drinking Water Hotline (800-426-4791).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk for infections. These people should seek advice about drinking water from their health care providers. EPA and the Federal Center for Disease Control guidelines on reducing the risk of infection by *Cryptosporidium* and other microbial contaminants are available from EPA's Safe Drinking Water Hotline (800-426-4791).

CRYPTOSPORIDIUM. *Cryptosporidium* is a microbial parasite found in surface waters throughout the U.S. Since the University uses groundwater (wells) rather than surface water (reservoirs), the University is not required to test for *Cryptosporidium*.

COPPER & LEAD. The University currently meets regulatory requirements for both lead and copper. Lead and copper samples were collected in 2013 and 2014. The 90th percentiles for both lead and copper were below the EPA Action Level. Nonetheless, the University believes it is important to provide its customers with the following information regarding lead and copper.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The University's water systems provide high quality drinking water, but cannot control the variety of materials used in plumbing components. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water is available from the Safe Drinking Water Hotline or at www.epa.gov/safewater/lead.

Similarly, elevated copper levels can also have health impacts. Copper is an essential nutrient, but like lead, its levels can vary from location to location. Some people who drink water containing copper in excess of the Action Level over a relatively short period of time could experience gastrointestinal distress and may also suffer liver or kidney damage. People with Wilson's disease should consult their personal physician. If you are concerned about elevated copper levels, you may wish to have your water tested.

When your water has been sitting for several hours, you can minimize the potential for lead or copper exposure by flushing your tap water for 30 seconds to 2 minutes before using water for drinking or cooking.

Water Quality Testing

The results of tests conducted on water samples for regulated compounds for our Main and Depot systems are summarized in below. While most of the monitoring was conducted in 2015, certain substances are monitored less than once per year because the concentrations are expected to be relatively constant. If levels were tested prior to 2015, the year is identified in parentheses.

As required by the EPA and the DPH, the University also periodically tests for "unregulated contaminants." Unregulated contaminants are those that do not yet have a drinking water standard set by EPA. The purpose of monitoring for these contaminants is to help EPA decide whether the contaminants should have a standard. The last required samples for those unregulated compounds were collected in October 2014 with all sample results below detection levels.

In addition, since UConn's water comes from groundwater wells and given our water system's treatment capabilities, UConn's water supply is newly subject to the DPH's "Ground Water Rule" requiring routine tests for e. coli bacteria. As of September 2015, UConn tests each active well on a monthly basis for the presence of e. coli. There have been no detections.

University of Connecticut Water System						Includes Main and Depot Campuses
Water Quality Test	MCL	MCLG	Highest Level Detected	Range of Detections	MCL Exceeded?	Possible Contaminant Source
Copper (ppm)	AL 1.3	AL 1.3	0.299*	0.006-0.480	No	Corrosion of household plumbing systems
Lead (ppb)	AL 15	AL 15	11*	ND-27	No	Corrosion of household plumbing systems
Barium (ppm)	2	2	0.015	0.015	No	Erosion of natural deposits
Chloride (ppm)	250	NA	25.7	25.7	No	Erosion of natural deposits
Nitrate (ppm)	10	10	0.72	0.60-0.72	No	Runoff from fertilizer use
Sodium (ppm)	NL=28	NA	24.4	24.4	No	Erosion of natural deposits
Sulfate (ppm)	NA	250	10.8	10.8	No	Erosion of natural deposits
Turbidity (ntu)	5 ntu	NA	0.27**	ND-4.52	No	Soil runoff, pipe sediment, or precipitation of minerals or metals
Total Coliform (# of monthly positive samples)	1	0	0	ND	No	Naturally present in the environment
Alpha Emitters (pCi/L) (2013)	15	0	5.1	ND-5.1	No	Erosion of natural deposits
Combined Radium (pCi/L) (2013)	5	0	1.08	ND-1.08	No	Erosion of natural deposits
Chlorine (ppm)	MRDL 4	MRDLG 4	0.83	0.04-0.83	No	Water additive used to control microbes
HAA5 (ppb) [Haloacetic acids]	60	NA	3.8	ND-3.8	No	By-product of drinking water disinfection
TTHMs (ppb) [Total Trihalomethanes]	80	0	17.9	3.8-17.9	No	By-product of drinking water disinfection

* Compliance is based on 90th Percentile Value as listed here.

**Compliance is based on Running Annual Average as listed here.

Definitions and Key Terms

AL (Action Level): The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

MCL (Maximum Contaminant Level): The highest level of a contaminant allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology. Typically when MCLs are exceeded a violation occurs and public notification is required.

MCLG (Maximum Contaminant Level Goal): The level of a contaminant in drinking water below which there is no known or expected health risk. MCLGs allow for a margin of safety.

MRDL (Maximum Residual Disinfection Level): The highest level of a disinfectant allowed in drinking water.

MRDLG (Maximum Residual Disinfection Level Goal): The level of a drinking water disinfectant below which there is no known or expected risk to health.

Detected Contaminant: A detected contaminant is any contaminant measured at or above a **Method Detection Level**. Just because a contaminant is detected does not mean that its MCL is exceeded or that there is a violation.

NA: Not applicable.

ND: Not detected.

NL: Notification level.

ppb (parts per billion): One part per billion = ug/L; the equivalent of 1 penny in \$10,000,000.

ppm (parts per million): One part per million= 1 mg/l; the equivalent of 1 penny in \$10,000.

PCi/L (picocuries per liter): A measure of radioactivity.

TT (Treatment Technique): A required process intended to reduce the level of a contaminant in drinking water.

Managing Demand

Over the past 10+ years, UConn has made major investments in leak detection and repair in order to reduce water losses from our transmission and distribution systems. Also, extensive outreach continues to be done to inform our students, staff, and off-campus customers of the importance of water conservation. During much of that time the result of these investments and efforts had been a year-to-year reduction in water use, or at least sustained levels of water use, despite the fact that the service population was growing little-by-little.

The most notable reduction in potable water demand was the result of the University's Reclaimed Water Facility (RWF). Since the summer of 2013, the RWF has provided treated non-potable water to UConn's utility plant for make-up water for steam production, process cooling for the heat-and-power producing turbines, and chilled water used for air conditioning in many campus buildings.

The reclaimed water facility produced about 182,000 gallons per day (gpd) on average in 2015 but is capable of processing significantly more. The RWF and utility plant staff are constantly looking for ways to improve the efficiency and effectiveness of reclaimed water production. In fact, a process change suggested by plant staff in early 2015 significantly cut the salt concentration in the reclaimed water, which increased its usage as process water.

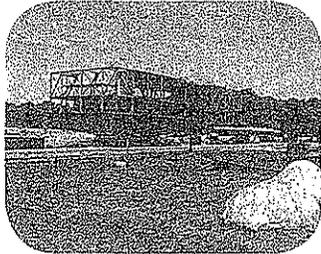
Several building projects currently under construction will also use reclaimed water. The STEM Residence Hall, the Tech Park's Innovation Partnership Building, and a new science and engineering building will use reclaimed water for toilet flushing and meeting their cooling needs. By substituting processed wastewater for drinking water for these uses, the University expects to save at least 44,000 gpd of potable water during the cooling season.

The University has also engaged environmental and public health regulators to plan for the eventual use of reclaimed water for irrigation on the campus grounds.

Emergency Notification

UConn and its contract operator, NEWUS, have established a notification system to alert its customers of water supply interruptions. These notifications will be sent when water is planned to be temporarily unavailable due to construction or other improvements or during emergencies such as a broken water main. UConn on-campus consumers are notified through the Building & Emergency Contact (B&EC) system. This enables an email to be sent to the listed contacts of the buildings expected to be affected by the outage. Off-campus customers are notified through NEWUS' emergency notification call system. Notifications will include as much information as possible, including the expected duration of the outage, if known, and any special instructions.

In order for us to promptly notify our customers, it is important that our contact information for you is complete and up to date. Employees can check their B&EC contact information by accessing www.beclist.uconn.edu using their NET ID. Off-campus customers who wish to update their phone number, please call 1-800-286-5700, send an email to customerservice@ctwater.com, or visit www.ctwater.com/notification.



Innovative Partnership Building on Discovery Drive

Reliability

The first phase of a project to replace the main transmission pipe connecting the Willimantic wellfield to the Storrs campus's storage and distribution system was completed in early 2015. The cast iron pipe being replaced was originally installed in the 1970s and had been showing signs of deterioration. Leaks were being detected more frequently, and test results indicated the pipe was surrounded by soil that is naturally corrosive to cast iron. About 13,500 linear feet of new 16-inch diameter pipe adjacent to the original supply line had been installed, tested, and put into service. The new pipe is wrapped in polyethylene plastic to prevent contact with corrosive soils. The second phase of the transmission main replacement completed its design and permitting in 2015, and approximately 4,000 feet of pipe will be installed in 2016 as part of this final phase.

While the interconnection with the CWC will provide immediate redundancy to the University water system, UConn's existing sources of water will continue to be its primary source of supply. To ensure that the wellfields remain reliable, productive sources, two Fenton wells had their original brass screens, which were over 65 years old, completely replaced and a third well, that was younger and in better condition, was fully redeveloped to remove the fine-grained material that had built up over time.

Source Protection

The University actively protects its wells, wellfields, and the Fenton and Willimantic Rivers, which are valuable water resources. Pursuant to the Connecticut Environmental Policy Act (CEPA), the University undertakes Environmental Impact Evaluations for construction projects based on their size, location, cost or other factors.

This process, administered through the State Office of Policy and Management (OPM), provides state agencies, the town of Mansfield, environmental organizations, and interested citizens an opportunity to participate in the review process on a project regarding its potential environmental impact. The University also cooperates with Windham Water Works regarding watershed inspections on the Main Campus. These inspections are designed to protect the Fenton River Wellfield and the Fenton River, as well as the downstream reservoir that serves the Windham Water system.

The University utilizes its aquifer mapping information to delineate the areas of groundwater recharge for its wellfields. This technical evaluation, required by DEEP, shows the critical areas of direct recharge that must be protected from certain development. DPH, in conjunction with DEEP, maintains Source Water Assessment Program (SWAP) reports on the Fenton River and Willimantic River wells. These reports evaluate potential threats of contamination to our wells. The University's wellfields have an Overall Susceptibility Rating of "LOW," the best possible rating. To ensure continued source protection, however, the University will remain vigilant in protecting all of its water supply sources in the years to come. For more information regarding the SWAP report, visit the DPH's Web site at www.ct.gov/dph.



New Well Screen Being Installed



Willimantic River

Water Usage

Overall, the total potable water usage in 2015 increased slightly compared to 2014 but was in line with the growth in service population and was still 4 percent less than what it was in 2012, before the reclaimed water was being used at the UConn utility plant. From 2005 to 2015, the average daily demand on the UConn water system has decreased from 1.49 million gallons per day (mgd) to 1.19 mgd. While the on-campus service population increased by 23 percent over that time, the average daily water demand decreased by more than 22 percent.

To accomplish that reduction, the University made many water system changes to the actual infrastructure and its operations, which has helped to increase our overall water use efficiency. We continue to build on the progress made in previous years by renewing our program to replace water fixtures in campus buildings with water-saving devices, and the University remains diligent about reducing wasted water through routine leak detection and repair.

In recent years, several of the campus's older buildings had been renovated with water-conserving fixtures. However, a robust program to retrofit fixtures in all buildings began in earnest in 2014 and continued throughout 2015. All residence halls faucet aerators and shower heads had been replaced with low flow fixtures, and we've witnessed a reduction of as much as 50,000 gallons per day in water use of those buildings. As toilets are replaced and as academic buildings are also addressed, the University expects to see an overall 20 percent reduction in its peak day water demand.

In addition to reclaimed water and other improvements made to the water system, the cooperation from our consumers about conserving water certainly helped contribute to our overall drop in water usage. Much of the summer and fall months of 2015 were particularly dry, and the resulting lower streamflows led to our requests for voluntary and, for several weeks, mandatory water conservation. We appreciate your efforts to conserve water when we issue our conservation requests and throughout the year.

Water Conservation

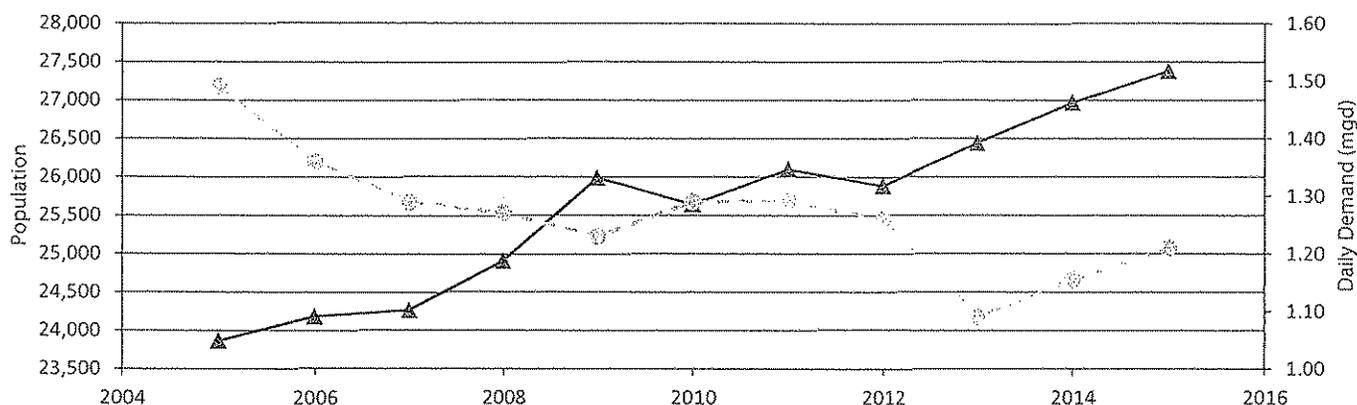
While our water system does not pump water directly from the local rivers, it does extract groundwater from local aquifers that help sustain them. Extended dry weather naturally reduces streamflow which, in turn, may stress fish and other biotic stream habitat. That's why we respond with conservation measures of our own and request our customers to conserve water during these periods. UConn and NEWUS appreciate your cooperation and encourage the wise and efficient use of water at all times by applying the following tips:

- Install water-efficient fixtures and equipment, such as water-saving shower heads and toilets.
- Take shorter showers.
- Turn off faucets and showers when not in use.
- Wash full loads in washing machines/dishwashers.
- Limit running water in food preparation.
- Limit outdoor watering to early mornings or evenings, and do not water on windy days.
- Mulch around plants to reduce evaporation.
- Limit running water time when washing a car, or use a car wash.

Repair leaks:

- In UConn dorms, promptly report leaks to your Resident Advisor.
- In other campus buildings, report leaks to Facilities Operations at 860-486-3113.

Storrs Campus Water System
Population vs. Potable Water Daily Demand (in million gallons per day)
2005-2015



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