

TOWN OF MANSFIELD
FINANCE COMMITTEE MEETING

Tuesday, October 9, 2012

Audrey P. Beck Building
Conference Room C
6:00pm

A G E N D A

1. Call to order
2. Approval of minutes for September 10, 2012 Meeting
3. Opportunity for Public Comment
4. Storrs Center Relocation Costs and Mansfield Downtown Partnership Expenditures
5. Capital Improvements Program Budget – Project Eliminations
6. Other Business/Future Agenda Items
7. Adjournment

TOWN OF MANSFIELD
FINANCE COMMITTEE MEETING
MINUTES OF SEPTEMBER 10, 2012

Members Present: W. Ryan, D. Freudmann.
C. Schaeffer arrived at 6:11pm

Other Council Members Present: none

Staff Present: M. Hart, C. Trahan

Guests: none

Meeting called to order at 6:08pm.

1. Minutes from 08/23/12 meeting approved as presented.
2. Opportunity for Public Comment - none
3. Proposed yearend transfers – the Committee discussed the proposed yearend transfers. Cherie Trahan explained that an explanation of one of the major reductions was inadvertently left off the memo. This reduction was in employee benefits, primarily health insurance premiums for \$132,059. This reduction is included in the list of requested transfers, however the explanation was omitted. Medical claims for the fiscal year were significantly below estimated claims. Therefore, each of the three participating entities (Town, Board, and Region) were able to reduce their current year payments by the accumulation of their excess payments.
4. Proposed CIP adjustments – the Committee discussed the proposed adjustments. Also discussed was the Council's ability to make reductions to the adopted CIP budget. In the past, reductions have been made in instances where funding was reduced (Pequot Grant). The Committee would like clarification on whether the Council can unilaterally reduce or eliminate a project that has been approved at the Budget Town meeting. The Committee is specifically looking at the South Eagleville Walkway project which has not yet received bonding authorization. Cherie will discuss with the Town Attorney and report back at the next meeting.
5. Financial Statements dated June 30, 2012 – the Committee discussed the financial statements as presented.
6. Other/Future Agenda Items – Storrs Center relocation costs will be discussed at the October meeting. Cherie will report back on making reductions to the CIP.
7. Adjournment. The meeting adjourned at 7:03 pm.

Motions:

Motion to approve the August 23, 2012 minutes by David Freudmann. Seconded by Bill Ryan.
Motion so passed.

Motion to recommend approval of the yearend transfers by Carl Schaefer. Seconded by David Freudmann. Motion so passed.

Motion to recommend approval of the CIP adjustments by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to recommend acceptance of the financial statements by Carl Schaefer. Seconded by David Freudmann. Motion so passed.

Motion to adjourn.

Respectfully Submitted,

Cherie Trahan
Director of Finance

October 3, 2012

Response to Storrs Center Relocation and Other Questions

Summary of issues conveyed by Cherie Trahan, Town Director of Finance, from August 23, 2012 Town Finance Committee meeting: *

- What is the process to apply for reimbursement of relocation expenses? Who qualifies? Is any information posted on the web?

The relocation process is spelled out in the Storrs Center Relocation Plan which is part of the Storrs Center Municipal Development Plan (Section S) which is on the Partnership website at www.mansfieldct.org. An initial list of eligible businesses is included in the Relocation Plan. The Municipal Development Plan was approved by the Mansfield Town Council on October 24, 2005, before its final approval by the CT Department of Economic and Community Development in January 2006.

Phil Michalowski of Milone & MacBroom, formerly of Harrall-Michalowski was hired by the Mansfield Downtown Partnership to provide relocation consultant services for the Partnership. Mr. Michalowski is recognized as the expert in state and federal relocation in the state.

Eligible businesses work with Mr. Michalowski to evaluate their relocation benefits. Initially, Mr. Michalowski met with the affected businesses to evaluate their next steps – move into Storrs Center; close their business; or relocate to another area either in Mansfield or elsewhere. In many cases, Mr. Michalowski has met with businesses several times to help them by providing information about eligibility; and possible other locations to relocate to outside of Storrs Center. Essentially, he has served as an ombudsman for the relocation process. As part of the Relocation Plan, every affected business received at least two certified letters from the Partnership notifying them about the relocation process and provided the Relocation Plan. In addition, updates on the status of the project were provided to the businesses on a periodic basis.

Federal relocation forms (Actual Cost Reimbursement and Fixed Cost) were adapted to the Storrs Relocation Plan and supplemented by a contractual relocation agreement. Feedback from the business community early in the project indicated that the forms were too bureaucratic for some business owners or there was reluctance to release income tax returns and that an agreement was more business friendly and could incorporate other items of importance to the business such as leaving large items of equipment behind or temporarily storing fixtures without incurring storage fees, etc. Businesses could select the method of relocation payment they felt most comfortable with.

- What is the approval process?

Once a business is ready to move and submit for relocation benefits, Mr. Michalowski meets with that business. Costs to move are discussed and where appropriate, several quotes are requested

to be obtained. If a business is looking for eligible moving expenses, Mr. Michalowski receives invoices and receipts to document their costs. Mr. Michalowski makes a recommendation, and the recommendation is reviewed by the Partnership Executive Director. While not required, the Partnership Finance and Administration Committee has reviewed most of the claims for assistance.

- Why were payments made to businesses that have subsequently gone out of business (Campus Florist for example)

Businesses such as Campus Florist were going to be displaced by the Storrs Center project and, thus, were eligible for relocation benefits. After considering alternate locations, the business chose to close rather than move. This business received its fixed payment entitlement.

- What relocations are remaining and do we have an estimated cost?

Subway, Skora's Barber Styling Shop, Husky Pizza (partial relocation completed), Select Physical Therapy, Body Language, Travel Planners, and Storrs Automotive have moved and have relocation claims for actual expenses currently under preparation. The Bank of America and Tedeschi may also file a relocation claim. It is estimated that the seven businesses will file relocation claims in the aggregate range of \$275,000 to \$325,000. These claims should be all filed during October and November.

- Storrs Automotive – the size of the bays was too small. How is this being corrected and is there any financial impact on the Town?

Master developer LeylandAlliance and Storrs Automotive are working on this issue to provide additional space. Neither the Town nor the Partnership will bear any of this cost.

- There was a \$100,000 grant for the relocation of Dog Lane Café. Did the Town or Downtown Partnership have anything to do with that process? Who secured it for them?

Neither the Town nor the Partnership secured this funding for Dog Lane Café. The Town serves as a resource to provide information to businesses about programs that may benefit them.

Are there plans to seek grants for any other businesses?

The Town recently applied for a grant under the State Main Street Investment Fund for Storrs Center. One of the key elements of the grant program is to provide an amount to a private property owner to be used for the improvement of a commercial center. LeylandAlliance

participated in this process and if funded, would receive \$10,000 to be used for signage and/or awnings in Storrs Center – to be determined by LeylandAlliance. Leyland will provide a \$10,000 match.

From September 3, 2012 e-mail from David Freudmann

Just to expand a little on the issue of Moving Expenses:

With 'fixed' payment, I'd be curious to learn how 'average annual net earnings' were verified before the maximum \$20 K was recommended. Were the last three Schedule C of proprietors' federal tax returns submitted? I'll wait to hear what is said, but at a future point I might ask to see some real data used as justification for approval of claims.

Those fixed payments using the form 40056 were based upon federal income tax returns submitted with the claim. Please refer to the claim form for the computation procedure.

As for 'actual, reasonable' moving costs, I've already mentioned my concern about paying for new vs. 'dismantling..reassembling' per URAA requirements. We'll see what is brought in before asking for more data, but anything Staff feels appropriate to bring to Finance in connection with 'fixed' and 'actual' moving costs, H-M's \$88K+ in commissions, etc. could only help.

Attached is the claim form for actual reasonable moving and related expenses that categorize eligible relocation expenses. Dismantling, reassembling are typically moving expenses. New could be a re-establishment expense limited to a maximum of \$10,000 such as tenant fit-out work or substitute personal property at cost minus sale or trade-in proceeds.

Harrall-Michalowski/Milone & MacBrooms's fees are based upon an hourly fee schedule agreed to seven years ago in 2005. Monthly billings are provided based upon on-call services requested by the Partnership.

From September 2, 2012 e-mail from David Freudmann

1. Since the Town pays relocation costs, why is Leyland Alliance sending its 50% to the Mansfield Downtown Partnership (MDP) and not to the Town? The first two payments from Leyland total \$30,210.13 . It clearly shows up on page 259 of the 2012/2013 budget book as an input of \$30,210 to the MDP. On page 1 of the Transaction Detail in the packet of our Committee's packet of 8/23/12 it's shown (if I'm understanding correctly) as going to the Partnership as "Local Support". Isn't that Town money - part of the 50% Leyland reimbursement under Article 10 of the Development Agreement?

The relocation expense for Curtis Olsen (\$20,000) and Kathy LaJoie (\$40,420) were paid out of the Mansfield Downtown Partnership Fund and therefore the funding for the expense needed to go into the Fund. The Town made a payment to the Downtown Partnership of \$30,000 in FY 2005/06 to cover its half of the cost. Leyland's payment was subsequently deposited to the Downtown Partnership

Fund in FY 2007/08, in the amount of \$30,210. All three of these items are detailed on the financial statement in the 2012/13 budget referred to.

2. Status of Leyland's \$80,509 due Mansfield for the balance on its 50% share to date?

Leyland has processed the paperwork; payment is expected the first week of October. The \$25,000 reimbursement request for Husky Pizza was submitted in September and payment is expected in November (The \$25,000 was not included in the \$80,509 figure).

Moving Expenses - ref. 55224, of Storrs Center Reserve (ref. 84103)

3. Who is approving these relocation (e.g. Moving Expenses) payouts? When fixed payments of \$20K (maximum allowed) were approved, did they adhere to "fixed payment shall equal the average annual net earnings?" (but not to exceed \$20K)?

The claims are negotiated, prepared and recommended by Mr. Michalowski and submitted to the Partnership for approval. There are two methods used for fixed payment, at the businesses option. If form 40056 is used, federal income tax returns establish the fixed payment and funds are released only after the business has moved from the premises. If the agreement option is used, payment can be made before the move is started and other conditions important to the business negotiated. The payment remains at \$20,000.

When actual, how is "reasonable and necessary" determined? Were payments beyond the requirements of the Uniform Relocation Assistance Act which informs the August 2005 Relocation Agreement? Atty. Lee Cole-Chu cited "costs of dismantling, removing, reassembling and reinstalling of equipment and fixtures" as reasonable.

Relocation claims and payments began with the Interstate Highway Program and Urban Renewal Programs in the 1950's after public outcry over uncompensated public dislocations. Over the sixty plus years, the Uniform Relocation Acts at the Federal and State levels have been amended several times and a body of administrative procedure developed. It is the statutes and the procedure that guides Mr. Michalowski in cases of unusual areas of business cost. Some businesses have unique features that drive relocation costs. All businesses are entitled to reimbursement for moving their furniture, fixtures and equipment. When possible, multiple quotes are requested from businesses to establish "reasonable" cost. The fluid and emotional nature of the relocation process requires some subjectivity in determining "reasonable" cost.

No payments beyond Uniform Act provisions have been recommended.

4. Specifically, Campus Cuts: one business but two different payouts totaling \$60,420, triple the amount (\$20,000) given to Gentleman's Choice, a similar business. Payment of \$40,420 to one partner: Actual costs? Did we pay for new equipment there (i.e., Anthony's at Student Union) or for any other business instead of 'dismantling, removing...reassembling'? For Wings? (\$69,040).

These were actual moving costs for Campus Cuts that moved to the Student Union and Wings that moved to N. Eagleville Road. Mr. Michalowski reviewed the invoices and receipts for money spent on these moves and made a recommendation on what was eligible. For both these businesses, the actual

relocation benefit was less than what was spent on the move, which is typical. Relocation benefits will not cover all moving expenses. For example, Wings submitted documentation of costs to move of over \$195,000 and was awarded \$69,040. Replacement personal property was part of their claim.

Campus Cuts was two distinct businesses sharing one location. Documentation establishing this status was accepted by the Partnership's attorney. It resulted in two separate claims – one for actual expenses paid in 2007 and the other for a fixed payment paid in 2011.

Gentlemen's Choice selected a fixed payment and thus was eligible for the \$20,000 cap.

5. Will we for Subway, Husky Pizza, ...?

Both businesses are expected to file claims for actual expenses.

Professional & Technical Services - ref. 53120, of MDP (ref. 40370)

6. The town's relocation consultant, (Phil Michalowski of) Harrall-Michalowski Associates, has collected \$88,837 in fees during the period Dec. 2005 through April 2011. There were all of nineteen business to relocate (per page 115 of Council packet of 7/28/08), several of which took a fixed payout to go away. How were H-M's fees calculated? For example, does the MDP have a detailed bill from H-M for say, the \$1462.50 of 3/17/11, the \$2995 of 4/14/11? Are we finished with H-M's services?

Mr. Michalowski is paid from the Partnership's operating budget based on work completed and at an hourly rate. All of his bills are part of the Purchase Orders completed by the Partnership. Once all the relocations are complete (estimated 3 more months), the Partnership will no longer need his services.

This is probably more than enough for this agenda item at this meeting, but at a future meeting I'd like to continue with other aspects of Storrs Center Costs such as:

Prof & Tech. - ref. 53120 (cont.)

Other Consultants (unrelated to relocation/moving)

7. HR&A Advisors collected \$3,000 on 5/15/12. Aren't they the financial consultant to Leyland, (just as Shuprotim Bhaumik of AECOM is for the Town)? Why did HR&A bill the MDP and not Leyland?

This was for work that HR&A did for the Partnership to look at benchmarking progress on the Storrs Center project. It was paid for out of the Partnership's operating budget.

RELOCATION AGREEMENT

THIS AGREEMENT IS MADE THIS _____ day of _____, 2011, by and between _____ ("Claimant"), located at _____, Storrs, Connecticut ("the Premises"), and MANSFIELD DOWNTOWN PARTNERSHIP ("the Partnership"), a non-profit corporation organized and existing under the laws of the State of Connecticut with offices at 4 South Eagleville Road, Storrs, Connecticut 06268.

Statement of Facts

- A. The Partnership is administering for the Town of Mansfield, Connecticut (the "Town"), a municipal development project under the Connecticut General Statutes known as Storrs Center pursuant to the Storrs Center Municipal Development Plan (the "Project").
- B. The Storrs Center Municipal Development Plan for the Project ("Municipal Development Plan") has been approved by the applicable governmental agencies and boards.
- C. The Municipal Development Plan includes the Storrs Center Relocation Plan, dated "August, 2005" ("Relocation Plan"), a copy of which has been received and read by the Claimant.
- D. The Partnership has selected a Master Developer, Storrs Center Alliance, LLC ("Master Developer"), which is expected to acquire title to the parcels of land comprising the Project, including the Premises, by negotiated purchase and to develop the Project.
- E. Claimant is a tenant at the Premises, which are in a building in the Project Area. Claimant operates a _____ business at the Premises.
- F. The Uniform Relocation Assistance Act, Connecticut General Statutes Section 8-266, et seq., applies to this transaction.
- G. Claimant has elected to make a claim for a fixed payment in lieu of moving expenses under the Relocation Plan and the Relocation Assistance Act.

AGREEMENT

In consideration of the foregoing facts, which are agreed and here incorporated, the mutual covenants and conditions contained herein, and for one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, Claimant and the Partnership, intending to be bound by the terms and provisions set forth herein, hereby agree as follows:

1. Personal Property. Claimant agrees to cease operation of its business within the Project Area, remove from the Premises its signs, equipment, furniture, fixtures,

inventory and all other personal property, and vacate the Premises no later than _____, 2012 (the "Surrender Date"), time being of the essence.

2. Release. Claimant acknowledges that, immediately upon Claimant's vacating the Premises, and subject only to receiving the Payments described in paragraph 3 below, Claimant shall have no further rights or claims with respect to the Premises or against the Town, the Partnership, the University of Connecticut ("UConn") and the Master Developer and it shall be deemed to have unconditionally, absolutely and completely vacated, surrendered, waived and relinquished all claims, right, title and interest now or hereafter arising out of or in connection with the Premises, regardless of whether such claims, right, title or interest shall be deemed to have arisen from the Relocation Plan, the Relocation Assistance Acts, or from any other law, statute, ordinance, lease or other contract, or in equity. Claimant agrees to provide General Releases of the Partnership, the Town, UConn and the Master Developer from all claims as a condition of receiving the Payment.
3. Payment. Provided that Claimant is not in default under any provision of this Agreement, the Partnership shall pay the Claimant the total sum of \$20,000.00, tax free pursuant to federal and state regulations, as and for fixed payment in lieu of moving expenses ("the Payment").

Upon execution of this Agreement the Partnership shall make a payment of \$ _____ to the Claimant.

By the end of the fifth (5th) business day after Claimant satisfies the Partnership that Claimant has vacated the Premises in accordance with this Agreement and turned in the keys to the Claimant's space at the Premises to the Master Developer, the Partnership shall pay the remaining \$ _____ to the Claimant.

4. Acknowledgment. Claimant hereby acknowledges, agrees and stipulates that (i) upon receipt of the Payment, all of Claimant's rights and remedies under said Acts shall be deemed unconditionally and completely enjoyed and fulfilled, whether or not Storrs Center is built, whether or not any other businesses are relocated for construction, or preparation for construction, of Storrs Center, and whatever changes may be made in the Relocation Plan, other parts of the Municipal Development Plan, or the Relocation Assistance Acts; (ii) the amount of the Payment was properly negotiated and calculated by the Claimant and the Partnership within the limits of the Relocation Assistance Acts; (iii) Claimant is fully and completely satisfied with the results and the outcome of its negotiations with the Partnership with regard to this Agreement and the amount of Payment; (iv) the amount of Payment represents a fair and equitable settlement, within the limits of the Relocation Assistance Acts, of all expenses, losses and damages, known or unknown, now or hereafter incurred and suffered by Claimant with

regard to vacating and surrendering the Premises including, without limitation, all actual direct loss of personal property used in connection with the Claimant's business and all attorneys', storage, moving and other actual, reasonable and necessary fees, costs and expenses.

5. Representations and Warranties. Claimant represents and warrants to the Partnership that:

- (a) _____ is the sole and unrestricted right, power and authority on behalf of _____ to apply for relocation compensation for _____, and to enter into and perform the obligations of this Agreement, including but not limited to signing and delivering the General Releases pursuant to Section 2, above;
- (b) No person other than the Claimant has standing or grounds to make a claim under the Relocation Plan or the Relocation Assistance Acts related to the relocation or closure of the business of _____;
- (c) Except to arrange, and give notice of, surrender of the Premises to Claimant's landlord, Claimant will neither do nor omit nor suffer to be done any act or thing which will affect its occupancy of or its interest in the Premises or any part thereof, or otherwise thwart or complicate the timely performance of this Agreement;
- (d) Claimant has not granted to any person, firm or corporation any right in or to the Premises that might prevent or interfere with the Master Developer or the Town of Mansfield, as the case may be, taking possession of the Premises after the Surrender Date.
- (e) There is no basis for an appeal of the Payment or any other aspect of this Agreement, or for any objection to the constitutionality, validity or applicability of the Municipal Development Plan or the authority of the Master Developer or the Town of Mansfield, as the case may be, to take possession of the Premises.
- (f) Claimant has dealt with no real estate or business broker, agent or finder in connection with Claimant's relocation from the Premises.

6. Broker. Claimant shall indemnify and hold the Partnership harmless from any loss or expense from any claim by any real estate or business broker, agent or finder for a commission for alleged services to or agreement with the Claimant.

7. Relationship of the Parties. Nothing in this Agreement is intended or shall be construed as implying the existence of, or creating, an agency or joint venture

between Claimant and the Partnership or between the Partnership and the Master Developer.

8. Specific Performance. The parties hereby declare that it is impossible to measure in money the damages which will accrue to the Partnership by reason of the failure of Claimant to perform obligations set forth hereunder. Should any dispute arise or any action be instituted by the Partnership, the Town of Mansfield or the Master Developer in effect to enforce the provisions hereof, it is agreed that this Agreement shall be enforceable in a court of equity by a decree of specific performance, and Claimant hereby waive the claims or defense that an adequate remedy at law exists. Such remedy shall, however, be cumulative and not exclusive, and shall be in addition to any other right or remedy which the Partnership may have whether in law or in equity.
9. Notices. All notices, requests and demands made pursuant to this Agreement shall be in writing and (i) delivered by hand, (ii) sent by registered or certified mail, or (iii) sent by Federal Express or similar overnight carrier.

TO CLAIMANT:

Storrs, CT 06268

TO THE PARTNERSHIP: **Ms. Cynthia van Zelm**
Mansfield Downtown Partnership
4 South Eagleville Road, P.O. Box 513
Storrs, CT 06268

WITH A COPY TO: **Leeland Cole-Chu, Esq.**
Cole-Chu, Cipparone & Zaccaro, PC
261 Williams Street
New London, CT 06320

Any notice given as provided above shall be deemed given two (2) days after the date of mailing or sending, upon the date of actual receipt, whichever is earlier. Any address or name specified above may be changed by a notice by the addressee to the other party in accordance with this Section. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of such notice as of the date of such inability to deliver or rejection or refusal to accept.

10. Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement. In particular, this Agreement is not contingent upon Claimant's relationship with, or financial obligations or claimed obligations to, Claimant's

landlord of the Premises, or Claimant's understanding of the same, or Claimant being able to vacate the Premises without opposition from or payment to Claimant's landlord.

11. Amendments. This Agreement may not be amended in any respect whatsoever except by a further agreement, in writing, fully executed by each of the parties.
12. Counterparts. This Agreement may be executed in one or more copies, each of which shall be deemed an original.
13. Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the validity of the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.
14. Applicable Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.
15. Effective Date. This Agreement shall be dated and effective as of the date first above written on the first page of this Agreement.
16. Independent Counsel. Claimant acknowledges that (a) it has had the opportunity to be advised by counsel concerning its rights and remedies under the Relocation Plan and the federal and Connecticut Relocation Assistance Acts and in the negotiation, execution and delivery of this Agreement, (b) it has made an independent decision to enter into this Agreement without reliance on any representation, warranty, covenant or undertaking by the Partnership or the Town, or any employee or agent of them, except as set forth herein, (c) there are no representations, warranties, covenants or undertakings by the parties hereto as to this Agreement except as specifically provided herein and (d) neither the Partnership or the Town has any fiduciary obligations towards Claimant with respect to this Agreement, or otherwise.
17. Eviction. As part consideration for entering into this Agreement, Claimant agrees and understands that TIME IS OF THE ESSENCE concerning its vacating of the Premises by the Surrender Date. At the Surrender Date, if Claimant has not vacated Premises, Claimant agrees that this Agreement amounts to Notice to Quit the Premises by the Surrender Date, waives service of any other Notice to Quit the Premises, and shall stipulate to a judgment in any Summary Process or Ejectment suit initiated against Claimant by the Partnership or its Master Developer of immediate possession of the Premises, and for specific performance of the covenants of Claimant herein and that in the event it has not vacated the Premises as provided in such Judgment, the plaintiff shall have the right to enter onto the Property and to remove all personal property and other effects from the Premises,

all at the cost and expense of Dale Trainor dba Gentlemen's Choice.

18. All of the parties' undertakings hereunder shall survive the consummation of the transactions contemplated hereunder.

IN WITNESS WHEREOF, the parties have set their hands this ____ day of _____, 2011.

Witnessed by:

MANSFIELD DOWNTOWN
PARTNERSHIP, Inc.

By _____
Cynthia van Zelm
Its Executive Director

By _____
Owner

**Claim for Fixed Payment
in Lieu of Payment for Actual Nonresidential
Moving and Related Expenses**

Storrs Center
Mansfield Downtown Partnership (MDP)
Town of Mansfield

OMB Approval No. 2506-00
(exp. 07/31/2001)

(49 CFR 24.305)

For Agency Use Only	Name of Agency Mansfield Downtown Partnership (MDP)	Project Name or Number Storrs Center	Case Number
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Instructions: This claim form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to claim a **Fixed Payment**, rather than claim a **Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses** under the Uniform Relocation Assistance and Real Property Acquisition Policies Act. **The minimum fixed payment is \$1,000; the maximum is \$20,000.** This payment is based on the average net annual earnings of an eligible business or farm operation before income taxes during the 2 tax years prior to the tax year in which it was displaced; or for a nonprofit organization, based on the average of 2 years gross annual revenues less administrative expenses for the two 12 month periods prior to the acquisition. The Agency will explain the difference between the two payments and will help you complete this form. HUD provides information on these requirements and other guidance materials on its website at www.hud.gov/relocation. If you are eligible for either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal.

All claims for payments must be filed no later than 18 months from the date of displacement

Fixed Payment Eligibility: 1. **Business Operation:** 2. **Nonprofit Organization:** & 3. **Farm**

Section A. General

1. Name of Business, Farm or Nonprofit Organization	2. Name, Title, Address & Telephone Number of Claimant or Claimant's Authorized Agent
3. Address from which Business, Farm or Nonprofit Organization Moved	
4a. Date Move Started (mm/dd/yyyy)	4b. Date Move Completed (mm/dd/yyyy)
4c. Address to which Business, Farm or Nonprofit Organization Moved (If Business, Farm or Nonprofit Organization went out of business, check here <input type="checkbox"/>)	

5. Type of Operation (check one) <input type="checkbox"/> Business <input type="checkbox"/> Farm Operation <input type="checkbox"/> Nonprofit Organization	6. Type of Ownership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization	7. Is This a Final Claim? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No", attach explanation)
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Certification of Legal Residency in the United States (Please read instructions below before completing this section.)

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. **The certification below must be completed in order to receive any relocation benefits.** (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) Please address only the category that describes your citizenship status. For item (2), please fill in the correct number of partners. The certification for a nonresidential displaced person may be signed by an owner or other person authorized to sign on its behalf.
Your signature on this claim form constitutes certification.

NONRESIDENTIAL DISPLACEMENTS

<p>(1) Sole Proprietorship. I certify that I am: (check one) _____ a citizen or national of the United States _____ an alien lawfully present in the United States.</p>	<p>(2) Partnership. I certify that there are _____ partners in the partnership and that _____ are citizens or nationals of the United States and _____ are aliens lawfully present in the United States.</p>	<p>(3) Corporation. (Name of Corporation) I certify that _____, is established pursuant to State law and is authorized to conduct business in the United States.</p>
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Section B. Computation of Average Net Earnings or Net Revenues for Base Period ^{1/}	Item	Base Period			For Agency Use Only
		Year (yyyy)	Year (yyyy)	Average	
Table I. Individual or Sole Proprietor (Relates to IRS Form 1040)					
(1)	Net Profit (Or loss) Before Taxes from IRS Form 1040	\$	\$	\$	\$
(2)	Adjustments (Attach statement) ^{2/}				
(3)	Compensation Paid to Owner, Owner's Spouse, and Dependents (List names and amounts to each on a separate page)				
(4)	Net Earnings (Add lines (1), (2) and (3))	\$	\$	\$	\$
Table II. Corporation (Relates to IRS Form 1120 and 1120-S)					
(5)	Taxable Income from IRS Form 1120 (Or ordinary income from IRS Form 1120-S)	\$	\$	\$	\$
(6)	Adjustments (Attach statement) ^{2/}				
(7)	Compensation Paid to Principal Stockholders, their Spouses, and Dependents (List names and amounts to ^{3/} each on a separate page)				
(8)	Net Earnings (Add lines (5), (6) and (7))	\$	\$	\$	\$
Table III. Partnership (Relates to IRS Form 1065)					
(9)	Ordinary Income (Or loss) Before Taxes (From IRS Form 1065)	\$	\$	\$	\$
(10)	Adjustments (Attach statement) ^{2/}				
(11)	Compensation Paid to Principal Partners, their Spouses, and Dependents (List names and amounts to ^{4/} each on a separate page)				
(12)	Net Earnings (Add lines (9), (10), and (11))	\$	\$	\$	\$
Table IV. Nonprofit Organization					
(13)	Annual Gross Revenues ^{5/}	\$	\$	\$	\$
(14)	Administrative Expenses ^{6/}				
(15)	Net Revenues (Subtract line (14) from line (13))	\$	\$	\$	\$

1/ This is usually the two tax years prior to your displacement. Please consult the Agency.

2/ To the extent that the profit/income entry in Section B, line (1), (5) or (9) has been reduced by an expense that was not incurred in the base period (e.g., a loss carry forward from a previous year, loss carry back from a later year or declared depreciation in excess of actual depreciation) such expense must be added back on line (2), (6) or (10). To the extent that the entry on line (1), (5) or (9) is inflated by an amount not actually earned in the base period (e.g., refund of State or local income taxes or income included under the tax benefit rule because a deduction taken in a previous year was disallowed), it should be entered on line (2), (6) or (10) as a subtraction.

3/ Principal stockholder is one who owns 15% or more of the corporation.

4/ A principal partner is one with a proprietary interest of 15% or more in the concern.

5/ Gross revenues may include membership fees, class fees, cash donations and other fund collections.

6/ Administrative expenses include rent, utilities, salaries and fund raising costs.

Section C. Computation of Payment	Item	Amount Claimed	For Agency Use Only
(1)	Amount from line (4), (8), (12) or (15) of Section B (If less than \$1,000, enter \$1,000. If more than \$20,000, enter \$20,000)	\$	\$
(2)	Amount Previously Received (if any)		
(3)	Amount Requested (Subtract line (2) from line (1))	\$	\$

Section D. Certification By Claimant(s): I certify that the information on this claim form and supporting documentation is true and complete and that I have not been paid for these expenses by any other source.

Signature(s) of Claimant(s) or Claimant's Authorized Agent	Title (Type or Print)	Date
X		

Warning: MDP will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

To Be Completed by Agency

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
2. Recommended	\$			
3. Approved	\$			

Remarks

Public reporting burden for this collection of information is estimated to average 1.0 hours per response. This includes the time for collecting, reviewing, and reporting the data. The information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and implementing regulations at 49 CFR Part 24 and will be used for determining whether you are eligible to receive a fixed moving payment instead of a payment for actual moving and related expenses and the amount of any payment. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Fixed Payment rather than a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The information may be made available to a Federal Agency for review.

Claim for Actual Reasonable Moving and Related Expenses - Businesses, Nonprofit Organizations and Farm Operations		Storrs Center Mansfield Downtown Partnership Town of Mansfield		
For Agency Name of Agency: Use Only: Mansfield Downtown Partnership		Project Name or Number: Storrs Center		Case Number:
<p>Instructions: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum fixed payment is \$20,000.) The Agency will explain the differences between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal.</p>				
Section A - General				
1. Name Under Which Claimant Conducts Operations			2. Name, Address and Telephone Number of Person Filing Claim on Behalf of Claimant	
3a. Address From Which Claimant Moved		3b. Date First Occupied Property		3c. Date Move Started
4a. Address to Which Claimant Moved			4b. Date Move Completed	
5. Type of Operation (Check One) <input type="checkbox"/> Business <input type="checkbox"/> Farm Operation <input type="checkbox"/> Nonprofit Organization		6. Type of Ownership (Check One) <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization		7. Is This a Final Claim? <input type="checkbox"/> Yes <input type="checkbox"/> No (If "No" Attach Explanation)
8. Computation of Payment:			Item	Amount
				For Agency Use Only
(1) Moving Expenses (from Section B)			\$	\$
(2) Storage Costs (from Section C)				
(3) Reasonable Search Expenses (from Section D)				
(4) Actual Direct Loss of Personal Property and Substitute Personal Property (from Section E)				
(5) Reestablishment Expenses (from Section F)				
(6) Other (attach explanation)				
(7) Total Amount Claimed (add lines (1) through (6))			\$	\$
(8) Amount Previously Received, if any				
(9) Amount Requested (subtract line (8) from line (7))			\$	\$
9. Certification By Claimant(s): I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses from any other source.				
Signature(s) of Claimant(s) or Agent:			Title (Type or Print)	Date
X				
Warning: The Mansfield Downtown Partnership will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.				
To Be Completed by Agency Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
10. Recommended	\$			
11. Approved	\$			

Section B - Supporting Data For Moving Expenses (Not Identified in Sections C,D,E, or F) (If claim is approved "self-move," only line (9), Total Costs, needs to be completed)					
				Should Payment Be Made Directly to Contractor?	
Identification of Type of Work Performed	Name, Address and Telephone Number of Contractor	Yes	No	Amount Claimed	For Agency Use Only
(1)				\$	\$
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9) Total Costs (Enter this amount in line (1) of Item 8, Section A)				\$	\$
Section C - Supporting Data for Storage Costs Is this a Final Claim for Storage? <input type="checkbox"/> Yes <input type="checkbox"/> No		Computation of Storage Cost			
Date Moved to Storage	Date Moved From Storage	Item	Amount	For Agency Use Only	
Name and Address of Storage Company		Monthly Rate for Storage	\$	\$	
		Number of Months in Storage			
		Total Storage Costs Enter on line (2) of Item 8, Section A)	\$	\$	
Should Payment be Made Directly to Storage Company? <input type="checkbox"/> Yes <input type="checkbox"/> No		Amount Previously Received (Include This Amount in line (8) of Item 8, Section A)	\$	\$	
Description of Property Stored (List may be Attached)					
Section D - Determination of Reasonable Amount of Search Expenses Item				Amount Claimed	For Agency Use Only
(1) Searching Time	Number of Hours ()	X	Hourly Rate of Earnings ()	\$	\$
(2) Transportation (Consult with agency on allowable rate per mile for use of personal vehicle)					
(3) Lodging (Dates:) attach receipts					
(4) Fees Paid to Real Estate Broker or Agent (Attach Contract or other evidence)					
(5) Cost of Meals					
(6) Other Expenses (Specify and attach receipts)					
(7) Total Searching Expenses (Add lines (1) through (6). Enter this amount, or \$500, whichever is less, on line (3) of Item 8, Section A.)				\$	\$

Section F - Determination of Reestablishment Expenses		Should Payment Be Made Directly to Contractor?		Amount Claimed	For Agency Use Only
Identification of Type of Work Performed	Name, Address and Telephone Number of Contractor	Yes	No		
(1)				\$	\$
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9) Total Amount (Enter this amount, or \$10,000, whichever is less, on line (5) of Item 8, Section A)				\$	\$

Eligible Moving and Related Expenses (Sections B, C, D, and E).

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
2. Packing, crating, uncrating and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Purchase of substitute personal property.
12. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses (Section F).

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction and installation of exterior signs to advertise the business.
4. Providing utilities from the right-of-way to improvements on replacement site.
5. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting.
6. Licenses, fees or permits when not paid as part of moving expenses.
7. Feasibility surveys, soil testing and marketing studies.
8. Advertisement of replacement location.
9. Professional services in connection with purchase or lease of a replacement site.
10. Estimated increased costs of operation during the first 2 years at the replacement site (e.g., rent, utilities, taxes and insurance).
11. Impact fees or one-time assessments for anticipated heavy utility usage.

Ineligible Expenses

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property as provided for in Section E)
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

O'Brien and Johnson

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October 4, 2012

Ms, Cherie A. Trahan
Director of Finance
Town of Mansfield
Four South Eagleville Road
Mansfield, CT 06268

Re: South Eagleville Walkway Capital Improvement Project (CIP)

Dear Cherie:

You have reminded me that in 2011 the Annual Town Meeting approved the aforementioned Capital Improvement Project (CIP) in the amount of \$400,000.00. The budget which was approved by that Annual Town Meeting was later confirmed by the voters in a referendum petitioned per Charter section C405B. Subsequently, the project has never obtained bonding approval per Town of Mansfield Charter section C407, and likely cannot be undertaken unless and until it does.

You have informed me that a member of our Finance Committee is interested in having the Town Council "remove" this particular CIP. Apparently, upon request, the Town Council has in the past approved CIP adjustments, including increases, decreases and transfers a couple of times a year or so, however, nothing of this magnitude..

You have asked whether this proposed "removal" could be interpreted as a transfer on an amount in excess of 0.5 per cent, and could therefore be done by the Council followed by the approval of a town meeting per Charter section C406, which addresses appropriations and transfers.

Section C406A of the Charter provides that "Transfers or new appropriations in an amount from 0.5% to an aggregate amount o not to exceed 1% of the annual approved budget in any one fiscal year, may be approved by consecutive actions of the Council and a Town Meeting which shall be called by the Council following its action on **the new spending proposal.**"(emphasis added). The foregoing emphasized words of section C406A are a strong indication that this section is not intended to permit "removal" of a \$400,000.00 spending project approved by the **Annual Town Meeting** from the budget.

The question you have asked me about "removal" is instead governed by Charter section C506(f), which provides as follows:

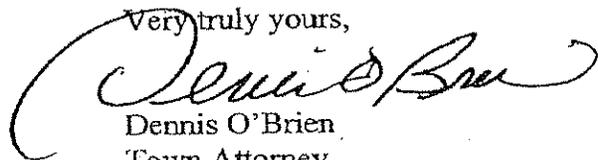
Ms, Cherie A. Trahan
Director of Finance
Town of Mansfield
October 4, 2012
Page Two

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

Per the plain language of this subsection, abandonment may result only after the lapse of three fiscal years. As to a CIP of this magnitude, what was originally done by the **Annual Town Meeting**, and confirmed by referendum per Charter section C405B, can only be undone per Charter section C506(f) via such abandonment, not by consecutive action of the Council and a town meeting. The Council, thereby, may "remove" this project, but only by not securing funding for the project via bonding or otherwise.

Please let me know if you need any more from me on this.

Very truly yours,



Dennis O'Brien
Town Attorney

cc: Matthew W. Hart, Town Manager