

**Town of Mansfield Parking Steering Committee for Storrs Center and Meeting of the signatories of the COOPERATIVE AGREEMENT for Parking Enforcement in and adjacent to the Storrs Center Development, Mansfield, CT**

**Special Meeting  
Thursday, March 6, 2014  
Mansfield Town Hall  
Council Chambers**

**6:00 PM**

**Minutes**

Members Present: Karla Fox (Chair), Paul Aho, Dwight Atherton, Manny Haidous, Ralph Pemberton

Ex-Officio Members Present: Howard Kaufman and Debbie Lastro with Storrs Center Alliance, John Carrington, and Cynthia van Zelm

Guest: Rick Robarge

**1. Call to Order**

Chair Karla Fox called the meeting to order at 6:03 pm.

**2. Approval of Minutes from November 21, 2013**

Paul Aho made a motion to approve the minutes from November 21, 2013. Ralph Pemberton seconded the motion. The motion was approved.

**3. Remarks from the Chair**

Ms. Fox deferred her remarks to later in the meeting.

**4. Review of Revised Cooperative Agreement**

Cynthia van Zelm referred to proposed revisions to the current Cooperative Agreement that expires on July 30, 2014.

The Committee agreed to the following revisions (see attached):

On Page 1, Under the first "Whereas," add "(or their affiliated entities)" after "properties of the above parties."

On Page 1, delete "for an initial period, during which time valuable knowledge and experience will be gained in determining how best to manage parking and its

enforcement for this area in the future in the interests of public safety,” as this is not the initial agreement.

On Page 4, change names from Post Office Road to Charles Smith Way and change Village Street to Wilbur Cross Way.

On Page 4, add the timing of quarterly meetings of the signatories to the Cooperative Agreement to “as needed.”

On Page 7, with two year Agreement about to expire, revise the Agreement to be in effect from August 1, 2014 to July 31, 2017

On Page 8, Revise paragraph on termination to say: “Any party may terminate their participation in this parking cooperative agreement upon giving notice of sale of its property, or by giving 90 days written notice that it wishes to terminate its participation, to the Executive Director of the Mansfield Downtown Partnership, who shall distribute forthwith said termination to the other parties to this agreement.” *New section is underlined.*

Ms. van Zelm said that Mike Taylor, owner of the commercial property at 1244 Storrs Road, had reviewed and agreed to all the changes with the exception of the termination paragraph change as it was only presented at the meeting.

Ms. Fox made a motion to approve by unanimous consensus of all parties present the amended COOPERATIVE AGREEMENT for Parking Enforcement in and adjacent to the Storrs Center Development, Mansfield, CT. Rick Robarge seconded the motion. The motion was approved.

## **5. One Year Review of Parking Management Plan**

Ms. van Zelm reviewed the draft Annual Report on the Storrs Center Parking Management Plan that she had prepared.

She indicated that Central Parking is doing well in its management role, under the direction of Storrs Center Alliance. Debbie Lastro said Central is working with the Town of Mansfield on the ticketing process through the iParq system.

Ms. van Zelm and Ms. Lastro said a staff parking team is meeting quarterly to review parking issues.

Manny Haidous asked if the parking garage is profitable and Ms. Lastro replied in the affirmative. She said it fills up the most during the lunch hour during the week. It has never been filled to capacity.

Mr. Haidous asked if there were any issues with the disposal of the snow on the roof. Paul Aho noted that it has been pushed to the side on the top of the roof.

Ms. Fox asked if people were generally complying with time limits on Dog Lane. Ms. Lastro thought, in general, people were complying.

There was some discussion about whether iParq is available to the owners of the private lots. Ms. van Zelm will check on this at the next quarterly staff parking meeting.

Ms. van Zelm said she has heard from some Storrs Center visitors that they would like 2 hour parking on Dog Lane. The group agreed that 2 hour parking is not a good idea on Dog Lane because you want visitors on that street to be able to get in and out easily.

Ms. van Zelm said that more handicapped spaces were added in front of Dog Lane Café, the High School, the UConn Co-op and behind 9 Dog Lane to help provide closer access to the businesses.

Howard Kaufman noted that most of Wilbur Cross Way will remain as construction vehicle parking over the next year.

Ms. Fox said it is important to note that there is an adequate amount of parking for the current build-out, and that a small profit had been made in parking this year when it was not expected.

Ms. Fox asked about an update on future parking. Mr. Kaufman said the plans for Wilbur Cross Way include 4 to 5 buildings with approximately 200 apartments, and 34,000 square feet of commercial space.

The proposed for-sale residential area will include a mix of 40 condos and townhomes. They will all have their own parking.

More parking will be needed for the development on Wilbur Cross Way. Mr. Kaufman explained that they are looking at a parking lot or 2 story deck depending on whether the current parking factor per residential space could be changed. The team is currently evaluating this option.

## **6. Committee Activities and Meeting Dates**

The Committee asked Ms. van Zelm to poll Committee members and Cooperative Agreement signatories on whether they can meet on June 5, September 4, and December 4 at 6 pm.

## **7. Public Comment**

There was no public comment.

## **8. Adjourn**

Mr. Aho made a motion to adjourn. Mr. Haidous seconded the motion. The motion was approved.

*Minutes taken by Cynthia van Zelm.*

~~May 20, 2013~~

Revisions Approved by Signatories of the May 20, 2013 Cooperative Agreement for Parking Enforcement in and adjacent to the Storrs Center Development Mansfield, CT on March 6, 2014

*Final*

*Revised March 6, 2014*

**COOPERATIVE AGREEMENT  
for Parking Enforcement  
in and adjacent to  
the Storrs Center Development  
Mansfield, CT**

This Agreement made and concluded on the \_\_\_\_\_ day of \_\_\_\_\_, 2013~~4~~ by and between the Town of Mansfield, a municipal corporation organized and existing under the laws of the State of Connecticut, acting through its Town Manager; the University of Connecticut, acting through its Executive Vice President for Administration & Chief Financial Officer; Storrs Center Alliance LLC, acting through its Manager; the Mansfield Downtown Partnership, Inc., acting through its Executive Director; Storrs Associates, LLC (Storrs Commons), acting through its Managing Member; Nicholas and Georgia Haidous, the owners of University Plaza (1232 Storrs Road), acting through their representative Emmanuel Haidous; Regional School District 19, acting through its Superintendent of Schools; the Center for Hellenic Studies Paideia acting through its President; and 18 Dog Lane, acting through its representative Richard Robarge, all duly authorized.

WITNESSETH:

**Whereas**, properties of the above parties (or their affiliated entities) are located within or immediately adjacent to the proposed Storrs Center Development Area in Storrs-Mansfield; and,

**Whereas**, the above parties all have or will have motor vehicle parking areas under their control on or adjacent to their respective properties; and,

**Whereas**, the above parties are interested in cooperating in the management and enforcement of parking in and immediately adjacent to the proposed Storrs Center Development Area, including but not limited to Storrs Center (including Phases 1A and 1B, as well as later phases); 1244 Storrs Road (Storrs Commons); 1232 Storrs Road (University Plaza); the University of Connecticut (the lots adjacent to E.O. Smith High School, the School of Fine Arts, the Bishop Conference Center, and the Buckley and Shippee dormitories); E.O. Smith High School; Center for Hellenic Studies Paideia; Town of Mansfield (Town Hall and Community Center lots); and 18 Dog Lane; and,

**Whereas**, the above parties agree that parking on the streets in and around the Storrs Center Development Area and in the parking lots adjacent to and within said Development Area and in the proposed parking garage in the Development Area should be managed and enforced in a consistent, cooperative manner; and,

**Whereas**, it is the desire of the parties to enter into a cooperative agreement to manage and enforce parking in and adjacent to the Storrs Center Development Area ~~for an initial period, during which time valuable knowledge and experience will be gained in determining how best to manage parking and its enforcement for this area in the future in the interests of public safety;~~ and,

**Whereas**, the parties intend that in cooperation with each other, the Town of Mansfield and Storrs Center Alliance LLC, parking enforcement in the Storrs Center Development Area will be managed by each property owner with the potential for some assistance from the Town and Storrs Center Alliance LLC in so far as resources permit; and,

**Whereas**, the Storrs Center development has begun construction in 2011 and an agreement to manage and enforce parking in the area is now appropriate and timely.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties hereby each acknowledge, the parties hereto hereby agree as follows:

Article A. Definitions

Unless the context in which they are used herein clearly indicates otherwise, the following words shall be defined as indicated:

- *3<sup>rd</sup> Party Operator* – a parking or management company employed by Storrs Center Alliance LLC to operate parking areas under its control. Said duties may also include parking enforcement in the Storrs Center Development Area.
- *Development Agreement* – the Agreement between the Town of Mansfield, Storrs Center Alliance LLC and Education Realty Trust, Inc. covering the construction of the first phases of the Storrs Center development.
- *Employee parking* – parking within the Storrs Center Development Area for employees of the businesses, maintenance companies, management companies, offices, and retailers doing business in the Storrs Center Development Area. Said employee parking does not include public parking or parking for customers of the Storrs Center Development Area’s businesses, management companies, maintenance companies, offices and retailers of the development.
- *Enforcement standards* – the listing of enforcement procedures (including but not limited to ticketing, warning and towing) that have been agreed to by the representatives of the parties in the parking cooperative for the management and enforcement of parking in and immediately adjacent to the Storrs Center Development Area (*see Appendix A*).
- *Hearing Officer* – A person appointed by the Town Manager pursuant to Chapter 182 of the Mansfield Town Code to serve as a citation hearing officer to conduct hearings concerning the violation of Town ordinances, including the violations given pursuant to the Mansfield Parking Ordinance (Chapter A-198 of the Town Code).

- *Institutional parking* - parking in the Regional School District 19's parking lots, the Town Hall/Community Center parking lots, and the University of Connecticut parking lots.
- *Mansfield Parking Ordinance* – Chapters 182 and A-198 of the Mansfield Town Code of Ordinances which include, among other things, the Storrs Center Development Area parking regulations, fines, enforcement procedures, appeals procedures, and the appointment of special constables for parking enforcement.
- *On-street parking* – parking alongside and in the right-of-way of a public street in or immediately adjacent to the Storrs Center Development Area, which may include parallel and diagonal parking.
- *Parking Cooperative* – the group comprising all parties that are signatory to this agreement which controls or will control the parking, both public and private in and immediately adjacent to the Storrs Center Development Area.
- *Parking enforcement* – the process of controlling illegal parking or parking in excess of determined time limits in public and/or private parking areas.
- *Parking fines* – the amount to be paid for a parking violation or towing in the Parking Cooperative's parking areas as well as other parking infractions under Town or State law (parking in a handicapped space, parking too close to an intersection or fire hydrant, etc.). Said fines set by the Town of Mansfield are listed in Chapter A-198 of the Mansfield Town Code of Ordinances.
- *Parking ticket* – a written document issued for a parking violation and placed on a vehicle, notifying the owner or operator of a vehicle of their parking violation and the fine due.
- *Parking violation* – illegal parking, parking longer than specified time limits, or other parking that is in violation of posted, agreed-upon parking rules or regulations.
- *Private parking* – parking on privately controlled property in or immediately adjacent to the Storrs Center Development Area.
- *Public parking* – parking on the streets or in the parking garage located within the Storrs Center Development Area.
- *Residential parking* – parking that is reserved for the use of persons who live in the Storrs Center Development Area. Said residential spaces are located in the Storrs Center Parking Garage and the surface parking lot on Dog Lane near the Bishop Center under the control of Storrs Center Alliance LLC.

- *Special Constables* – persons appointed by the Town Manager under section 7-92 of the Connecticut General Statutes and Chapter A-198 of the Mansfield Town Code of Ordinances to enforce parking in the Storrs Center Development Area.
- *Standing letter of trespass* – a letter from any of the parties in this cooperative agreement to the Town of Mansfield and Mansfield Downtown Partnership requesting and authorizing that vehicles illegally parked (trespassing) in parking areas under the party's control be towed upon his/her request, and asking that the Town Manager of the Town of Mansfield appoint special constables to enforce agreed upon parking rules and regulations on the property of the party, the services of any such special constable to be paid for by the requesting party.
- *Storrs Center Development Area* - the area in northern Mansfield bounded by and including the Post Office Road Charles Smith Way (extension of South Eagleville Road) and South Eagleville Road to the south, the Town Office building, Regional School District 19 (E.O. Smith High School), and the University of Connecticut's Fine Arts Complex to the west, Dog Lane and the University's Bishop Center to the north, the Center for Hellenic Studies Paideia, the new ~~Village Street~~ Wilbur Cross Way (paralleling Storrs Road) and the Storrs Post Office to the east.
- *Towing warning* – a notice placed on a vehicle notifying the owner/operator that the vehicle is subject to being towed for a continuing parking violation.
- *UConn parking enforcement procedures* – enforcement procedures followed by UConn parking enforcement agents to enforce parking laws in parking areas under the control of the University of Connecticut.

#### Article B. Formation of the Storrs Center Parking Cooperative

The parties hereto hereby form the Storrs Center Parking Cooperative. The purpose of said Cooperative is to assist in the consistent management and enforcement of parking laws, rules and regulations in and immediately adjacent to the Storrs Center Development Area. Because of the mixture of public, institutional and private parking, the intention of the parties is to establish a simple framework for managing parking in the area and work cooperatively to solve unanticipated parking problems as they arise.

#### Article C. Quarterly Meetings

The parties hereto agree to send an authorized representative to quarterly meetings, as needed, of this parking cooperative to discuss parking management and enforcement in and around the Storrs Center Development Area. Said meetings shall be called by the Executive Director of the Mansfield Downtown Partnership, and be conducted under Roberts Rules of Order. When matters of business cannot be approved by consensus of the parties, votes shall be taken with each of the parties' representatives having a proportionate vote based on the number of parking spaces under his/her control in and immediately adjacent to the Storrs Center Development Area. (See Appendix B) Votes taken must have a super-majority of 2/3 of the votes cast to be

approved. The Executive Director of the Mansfield Downtown Partnership shall send out agendas for these meetings, take minutes, distribute them amongst the parties and file them with the Mansfield Town Clerk.

#### Article D. Powers of Enforcement

This agreement is not intended to limit any party's ability to enforce parking on the parking premises under its control; however, it is the intent of the parties to use parking enforcement that is reasonably consistent across all parking areas in or immediately adjacent to the Storrs Center Development Area.

As set forth in Chapter A-198 of the Mansfield Town Code of Ordinances, per Connecticut General Statutes section 7-92, the Mansfield Town Manager may appoint special constables to enforce parking in the Storrs Center Development Area. The Town Manager shall have reasonable discretion to determine whether an individual is suitable for appointment as a special constable and shall have the authority to rescind appointments for cause. Said constables shall be sworn and trained by the Town prior to taking part in any parking enforcement activities, whether on public or private parking areas. It is the intent of this section that the parties agree that each party has the right to nominate and to utilize these special constables, which may include employees of the parties to this agreement as well as the employees of any 3<sup>rd</sup> Party Operator, for parking enforcement in and immediately adjacent to the Storrs Center Development Area. Said special constables shall have full enforcement powers including ticketing and the authorization to tow vehicles for parking violations (as authorized by a standing letter of trespass for private properties).

#### Article E. Ticketing & Supplemental Enforcement

Notwithstanding the parking enforcement currently conducted by the parties in the parking areas under their control and the powers of enforcement bestowed in Article D above, it is the intent of the Parking Cooperative to have the Town and Storrs Center Alliance LLC, in so far as resources permit, assist with the management and enforcement of parking in privately or institutionally owned parking areas within or immediately adjacent to the Storrs Center Development Area on request. Said supplemental enforcement may include ticketing, warning and towing of vehicles parked illegally on privately or institutionally owned parking areas and will be done at the request of the private or institutional parking owner. The costs of said supplemental enforcement shall be borne by the requesting property owner and done in accordance with C.G.S. section 7-92.

#### Article F. Powers of Enforcement and Supplemental Enforcement – Public Parking Areas and Adjacent Private Parking Areas

The 2011 Agreement between the Town, Storrs Center Alliance LLC and Education Realty Trust, Inc. (the "Development Agreement") calls for Storrs Center Alliance LLC to manage and enforce public parking within the Storrs Center Development Area. Storrs Center Alliance LLC agrees to provide, on request and in conjunction with the Town, through the services of said 3<sup>rd</sup> Party Operator, and in accordance with the provisions herein, supplemental enforcement on

private and institutional parking areas within the Storrs Center Development Area. No such obligation shall arise on the part of Storrs Center Alliance LLC prior to the retention of said 3<sup>rd</sup> Party Operator. Any costs of said supplemental enforcement that are not paid for by the fines generated by this activity will be the responsibility of the property owner requesting the supplemental enforcement.

#### Article G. Ticket Revenues; Enforcement Costs

Fines collected from parking violations issued by the Town or the 3<sup>rd</sup> Party Operator for illegal parking, parking in excess of specified time limits, towing and trespassing in the public parking areas in and immediately adjacent to the Storrs Center Development Area shall be in accordance with the above referenced Development Agreement.

With the exception of parking areas controlled by the University of Connecticut, fines collected from parking violation tickets issued by the Town, the 3<sup>rd</sup> Party Operator, or special constables for parking violations in the **private or institutional** parking areas in and immediately adjacent to the Storrs Center Development Area shall be made payable to the Town of Mansfield, which shall collect said fines, account for them separately from the public area fines referenced in the above paragraph, and make them available to defray the supplemental enforcement costs in these parking areas. The collector of said revenue shall also be entitled to withhold reasonable administrative costs for collecting and accounting for said fines.

#### Article H. Employee Parking

Employee parking in **public** parking areas shall only be permitted in areas approved by the Town, Storrs Center Alliance LLC, and the Mansfield Downtown Partnership.

#### Article I. Appeals and Hearing Officers

In accordance with the Mansfield Parking Ordinance (Chapters 182 and A-198 of the Mansfield Town Code), parking and towing fines in the Storrs Center Development Area may be appealed and brought before the Town's Hearing Officer; however, said appeals and ordinance shall not apply to parking areas under the control of the University of Connecticut, whose enforcement authority and procedures are specified in State of Connecticut law and regulations.

Towing appeals shall be made to the Town's municipal Hearing Officer designated to hear such appeals by filing a DMV form A-25 "Request for Hearing Contested Tow" with the Town in accordance with Section 14-307 of the Connecticut State Statutes.

#### Article J. Amendments to the Agreement; Addition of Parties

Provided that this Agreement has been duly executed by the Town of Mansfield, this Agreement shall be binding upon each aforementioned signatory organization immediately upon its execution by its duly authorized representative and delivery to the Executive Director of the Mansfield Downtown Partnership, who shall forthwith distribute a certified copy of said executed Agreement to each other party or aforementioned potential party. This Agreement may

be amended at any time by the duly authorized written consent of all parties. In the event other property owners in the immediate vicinity of the Storrs Center Development Area wish to join this parking cooperative, they shall be permitted to do so upon their execution of a copy of this agreement which agreement shall be forwarded to all signatory members as listed herein below. Said new member of the cooperative shall by his/her signature be bound to all the terms of this agreement, and all attachments thereto.

#### Article K. Disputes

In the event that the Parties do not agree to or cannot resolve any dispute through negotiation within thirty (30) days of any such dispute arising, such dispute shall be settled by arbitration in Mansfield, Connecticut, which arbitration, unless the Parties mutually agree otherwise or except as expressly provided herein, shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") currently in effect.

#### Article L. Audit

The Town of Mansfield, Storrs Center Alliance LLC and the Mansfield Downtown Partnership agree to keep books and records of all expenditures and disbursements concerning any activities covered by this Agreement, in accordance with generally accepted accounting principles and practices, and shall provide to all parties quarterly summaries of revenues and expenses and shall also provide at least annually, a financial statement setting forth a summary of such receipts and disbursements.

The Parties also agree that all of their books, records, accounts, statements, and any other memoranda concerning the operations covered by this Agreement and the records of costs thereof, shall be subject to inspection and audit at all reasonable times.

#### Article M. Indemnification

Parties to this agreement filing a standing letter of trespass with the Town and/or whose employees or nominees are designated as special constables shall at the same time complete and submit a "hold harmless" indemnification to the Town of Mansfield, to Storrs Center Alliance LLC and to the 3<sup>rd</sup> Party Operator to the satisfaction of said entities for any actions or liability of any such employee or nominee resulting from parking enforcement on their respective properties.

#### Article N. Term and Termination

This Agreement shall commence on ~~August 7, 2012~~ July 31, 2014 and shall end on ~~July 30, 2014~~ August 1, 2016. The term of this Agreement may be extended or modified by the mutual consent of the parties except that no later than 120 days prior to the end of each two year period, the parties hereto shall undertake a thorough and expeditious review of this Agreement, a process which may conclude in the renegotiation of this Agreement, or change or alteration of any of its provisions. Any such amendment, change or alteration shall be implemented at the beginning of the next two year term. Notwithstanding this review and extension, this Agreement shall not be altered, changed or amended except for formal written amendment approved and duly executed

by the parties hereto. The performance by any party of its respective obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by another party.

Any party may terminate their participation in this parking cooperative agreement upon giving notice of sale of its property, or by 90 days written notice that it wishes to terminate its participation, to the Executive Director of the Mansfield Downtown Partnership, who shall distribute forthwith said termination notice to the other parties to this agreement.

**OTHER AGREEMENT PROVISIONS:**

1. This Agreement sets forth the entire agreement between the parties on the subject matter contained herein. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the parties signatory hereto.

2. This Agreement shall be executed in seven or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. This Agreement shall be construed to make each of its provisions enforceable. In the event that any provision hereof is deemed to be illegal or unenforceable, then the provisions shall be reformed so as to as closely as possible reflect the intent of the provision, but in such a manner so as to comply with applicable law, and such a determination shall not affect the validity or enforceability of the remaining provisions thereof, all of which shall remain in full force and effect.

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Revisions Approved by Signatories of the May 20, 2013 Cooperative Agreement for Parking Enforcement in and adjacent to the Storrs Center Development Mansfield, CT on March 6, 2014

*Revised March 6, 2014*  
**COOPERATIVE AGREEMENT  
for Parking Enforcement  
in and adjacent to  
the Storrs Center Development  
Mansfield, CT**

This Agreement made and concluded on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of Mansfield, a municipal corporation organized and existing under the laws of the State of Connecticut, acting through its Town Manager; the University of Connecticut, acting through its Executive Vice President for Administration & Chief Financial Officer; Storrs Center Alliance LLC, acting through its Manager; the Mansfield Downtown Partnership, Inc., acting through its Executive Director; Storrs Associates, LLC (Storrs Commons), acting through its Managing Member; Nicholas and Georgia Haidous, the owners of University Plaza (1232 Storrs Road), acting through their representative Emmanuel Haidous; Regional School District 19, acting through its Superintendent of Schools; the Center for Hellenic Studies Paideia acting through its President; and 18 Dog Lane, acting through its representative Richard Robarge, all duly authorized.

WITNESSETH:

**Whereas**, properties of the above parties (or their affiliated entities) are located within or immediately adjacent to the proposed Storrs Center Development Area in Storrs-Mansfield; and,

**Whereas**, the above parties all have or will have motor vehicle parking areas under their control on or adjacent to their respective properties; and,

**Whereas**, the above parties are interested in cooperating in the management and enforcement of parking in and immediately adjacent to the proposed Storrs Center Development Area, including but not limited to Storrs Center (including Phases 1A and 1B, as well as later phases); 1244 Storrs Road (Storrs Commons); 1232 Storrs Road (University Plaza); the University of Connecticut (the lots adjacent to E.O. Smith High School, the School of Fine Arts, the Bishop Conference Center, and the Buckley and Shippee dormitories); E.O. Smith High School; Center for Hellenic Studies Paideia; Town of Mansfield (Town Hall and Community Center lots); and 18 Dog Lane; and,

**Whereas**, the above parties agree that parking on the streets in and around the Storrs Center Development Area and in the parking lots adjacent to and within said Development Area and in the proposed parking garage in the Development Area should be managed and enforced in a consistent, cooperative manner; and,

**Whereas**, it is the desire of the parties to enter into a cooperative agreement to manage and enforce parking in and adjacent to the Storrs Center Development Area; and,

**Whereas**, the parties intend that in cooperation with each other, the Town of Mansfield and Storrs Center Alliance LLC, parking enforcement in the Storrs Center Development Area will be managed by each property owner with the potential for some assistance from the Town and Storrs Center Alliance LLC in so far as resources permit; and,

**Whereas**, the Storrs Center development has begun construction in 2011 and an agreement to manage and enforce parking in the area is now appropriate and timely.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which the parties hereby each acknowledge, the parties hereto hereby agree as follows:

Article A. Definitions

Unless the context in which they are used herein clearly indicates otherwise, the following words shall be defined as indicated:

- *3<sup>rd</sup> Party Operator* – a parking or management company employed by Storrs Center Alliance LLC to operate parking areas under its control. Said duties may also include parking enforcement in the Storrs Center Development Area.
- *Development Agreement* – the Agreement between the Town of Mansfield, Storrs Center Alliance LLC and Education Realty Trust, Inc. covering the construction of the first phases of the Storrs Center development.
- *Employee parking* – parking within the Storrs Center Development Area for employees of the businesses, maintenance companies, management companies, offices, and retailers doing business in the Storrs Center Development Area. Said employee parking does not include public parking or parking for customers of the Storrs Center Development Area’s businesses, management companies, maintenance companies, offices and retailers of the development.
- *Enforcement standards* – the listing of enforcement procedures (including but not limited to ticketing, warning and towing) that have been agreed to by the representatives of the parties in the parking cooperative for the management and enforcement of parking in and immediately adjacent to the Storrs Center Development Area (*see Appendix A*).
- *Hearing Officer* – A person appointed by the Town Manager pursuant to Chapter 182 of the Mansfield Town Code to serve as a citation hearing officer to conduct hearings concerning the violation of Town ordinances, including the violations given pursuant to the Mansfield Parking Ordinance (Chapter A-198 of the Town Code).
- *Institutional parking* - parking in the Regional School District 19’s parking lots, the Town Hall/Community Center parking lots, and the University of Connecticut parking lots.

- *Mansfield Parking Ordinance* – Chapters 182 and A-198 of the Mansfield Town Code of Ordinances which include, among other things, the Storrs Center Development Area parking regulations, fines, enforcement procedures, appeals procedures, and the appointment of special constables for parking enforcement.
- *On-street parking* – parking alongside and in the right-of-way of a public street in or immediately adjacent to the Storrs Center Development Area, which may include parallel and diagonal parking.
- *Parking Cooperative* – the group comprising all parties that are signatory to this agreement which controls or will control the parking, both public and private in and immediately adjacent to the Storrs Center Development Area.
- *Parking enforcement* – the process of controlling illegal parking or parking in excess of determined time limits in public and/or private parking areas.
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- *Parking violation* – illegal parking, parking longer than specified time limits, or other parking that is in violation of posted, agreed-upon parking rules or regulations.
- *Private parking* – parking on privately controlled property in or immediately adjacent to the Storrs Center Development Area.
- *Public parking* – parking on the streets or in the parking garage located within the Storrs Center Development Area.
- *Residential parking* – parking that is reserved for the use of persons who live in the Storrs Center Development Area. Said residential spaces are located in the Storrs Center Parking Garage and the surface parking lot on Dog Lane near the Bishop Center under the control of Storrs Center Alliance LLC.
- *Special Constables* – persons appointed by the Town Manager under section 7-92 of the Connecticut General Statutes and Chapter A-198 of the Mansfield Town Code of Ordinances to enforce parking in the Storrs Center Development Area.
- *Standing letter of trespass* – a letter from any of the parties in this cooperative agreement to the Town of Mansfield and Mansfield Downtown Partnership requesting and

authorizing that vehicles illegally parked (trespassing) in parking areas under the party's control be towed upon his/her request, and asking that the Town Manager of the Town of Mansfield appoint special constables to enforce agreed upon parking rules and regulations on the property of the party, the services of any such special constable to be paid for by the requesting party.

- *Storrs Center Development Area* - the area in northern Mansfield bounded by and including the Charles Smith Way (extension of South Eagleville Road) and South Eagleville Road to the south, the Town Office building, Regional School District 19 (E.O. Smith High School), and the University of Connecticut's Fine Arts Complex to the west, Dog Lane and the University's Bishop Center to the north, the Center for Hellenic Studies Paideia, the new Wilbur Cross Way (paralleling Storrs Road) and the Storrs Post Office to the east.
- *Towing warning* – a notice placed on a vehicle notifying the owner/operator that the vehicle is subject to being towed for a continuing parking violation.
- *UConn parking enforcement procedures* – enforcement procedures followed by UConn parking enforcement agents to enforce parking laws in parking areas under the control of the University of Connecticut.

#### Article B. Formation of the Storrs Center Parking Cooperative

The parties hereto hereby form the Storrs Center Parking Cooperative. The purpose of said Cooperative is to assist in the consistent management and enforcement of parking laws, rules and regulations in and immediately adjacent to the Storrs Center Development Area. Because of the mixture of public, institutional and private parking, the intention of the parties is to establish a simple framework for managing parking in the area and work cooperatively to solve unanticipated parking problems as they arise.

#### Article C. Quarterly Meetings

The parties hereto agree to send an authorized representative to quarterly meetings, as needed, of this parking cooperative to discuss parking management and enforcement in and around the Storrs Center Development Area. Said meetings shall be called by the Executive Director of the Mansfield Downtown Partnership, and be conducted under Roberts Rules of Order. When matters of business cannot be approved by consensus of the parties, votes shall be taken with each of the parties' representatives having a proportionate vote based on the number of parking spaces under his/her control in and immediately adjacent to the Storrs Center Development Area. (See Appendix B) Votes taken must have a super-majority of 2/3 of the votes cast to be approved. The Executive Director of the Mansfield Downtown Partnership shall send out agendas for these meetings, take minutes, distribute them amongst the parties and file them with the Mansfield Town Clerk.

#### Article D. Powers of Enforcement

This agreement is not intended to limit any party's ability to enforce parking on the parking premises under its control; however, it is the intent of the parties to use parking enforcement that is reasonably consistent across all parking areas in or immediately adjacent to the Storrs Center Development Area.

As set forth in Chapter A-198 of the Mansfield Town Code of Ordinances, per Connecticut General Statutes section 7-92, the Mansfield Town Manager may appoint special constables to enforce parking in the Storrs Center Development Area. The Town Manager shall have reasonable discretion to determine whether an individual is suitable for appointment as a special constable and shall have the authority to rescind appointments for cause. Said constables shall be sworn and trained by the Town prior to taking part in any parking enforcement activities, whether on public or private parking areas. It is the intent of this section that the parties agree that each party has the right to nominate and to utilize these special constables, which may include employees of the parties to this agreement as well as the employees of any 3<sup>rd</sup> Party Operator, for parking enforcement in and immediately adjacent to the Storrs Center Development Area. Said special constables shall have full enforcement powers including ticketing and the authorization to tow vehicles for parking violations (as authorized by a standing letter of trespass for private properties).

#### Article E. Ticketing & Supplemental Enforcement

Notwithstanding the parking enforcement currently conducted by the parties in the parking areas under their control and the powers of enforcement bestowed in Article D above, it is the intent of the Parking Cooperative to have the Town and Storrs Center Alliance LLC, in so far as resources permit, assist with the management and enforcement of parking in privately or institutionally owned parking areas within or immediately adjacent to the Storrs Center Development Area on request. Said supplemental enforcement may include ticketing, warning and towing of vehicles parked illegally on privately or institutionally owned parking areas and will be done at the request of the private or institutional parking owner. The costs of said supplemental enforcement shall be borne by the requesting property owner and done in accordance with C.G.S. section 7-92.

#### Article F. Powers of Enforcement and Supplemental Enforcement – Public Parking Areas and Adjacent Private Parking Areas

The 2011 Agreement between the Town, Storrs Center Alliance LLC and Education Realty Trust, Inc. (the "Development Agreement") calls for Storrs Center Alliance LLC to manage and enforce public parking within the Storrs Center Development Area. Storrs Center Alliance LLC agrees to provide, on request and in conjunction with the Town, through the services of said 3<sup>rd</sup> Party Operator, and in accordance with the provisions herein, supplemental enforcement on private and institutional parking areas within the Storrs Center Development Area. No such obligation shall arise on the part of Storrs Center Alliance LLC prior to the retention of said 3<sup>rd</sup> Party Operator. Any costs of said supplemental enforcement that are not paid for by the fines generated by this activity will be the responsibility of the property owner requesting the supplemental enforcement.

#### Article G. Ticket Revenues; Enforcement Costs

Fines collected from parking violations issued by the Town or the 3<sup>rd</sup> Party Operator for illegal parking, parking in excess of specified time limits, towing and trespassing in the public parking areas in and immediately adjacent to the Storrs Center Development Area shall be in accordance with the above referenced Development Agreement.

With the exception of parking areas controlled by the University of Connecticut, fines collected from parking violation tickets issued by the Town, the 3<sup>rd</sup> Party Operator, or special constables for parking violations in the **private or institutional** parking areas in and immediately adjacent to the Storrs Center Development Area shall be made payable to the Town of Mansfield, which shall collect said fines, account for them separately from the public area fines referenced in the above paragraph, and make them available to defray the supplemental enforcement costs in these parking areas. The collector of said revenue shall also be entitled to withhold reasonable administrative costs for collecting and accounting for said fines.

#### Article H. Employee Parking

Employee parking in **public** parking areas shall only be permitted in areas approved by the Town, Storrs Center Alliance LLC, and the Mansfield Downtown Partnership.

#### Article I. Appeals and Hearing Officers

In accordance with the Mansfield Parking Ordinance (Chapters 182 and A-198 of the Mansfield Town Code), parking and towing fines in the Storrs Center Development Area may be appealed and brought before the Town's Hearing Officer; however, said appeals and ordinance shall not apply to parking areas under the control of the University of Connecticut, whose enforcement authority and procedures are specified in State of Connecticut law and regulations.

Towing appeals shall be made to the Town's municipal Hearing Officer designated to hear such appeals by filing a DMV form A-25 "Request for Hearing Contested Tow" with the Town in accordance with Section 14-307 of the Connecticut State Statutes.

#### Article J. Amendments to the Agreement; Addition of Parties

Provided that this Agreement has been duly executed by the Town of Mansfield, this Agreement shall be binding upon each aforementioned signatory organization immediately upon its execution by its duly authorized representative and delivery to the Executive Director of the Mansfield Downtown Partnership, who shall forthwith distribute a certified copy of said executed Agreement to each other party or aforementioned potential party. This Agreement may be amended at any time by the duly authorized written consent of all parties. In the event other property owners in the immediate vicinity of the Storrs Center Development Area wish to join this parking cooperative, they shall be permitted to do so upon their execution of a copy of this agreement which agreement shall be forwarded to all signatory members as listed herein below. Said new member of the cooperative shall by his/her signature be bound to all the terms of this agreement, and all attachments thereto.

#### Article K. Disputes

In the event that the Parties do not agree to or cannot resolve any dispute through negotiation within thirty (30) days of any such dispute arising, such dispute shall be settled by arbitration in Mansfield, Connecticut, which arbitration, unless the Parties mutually agree otherwise or except as expressly provided herein, shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") currently in effect.

#### Article L. Audit

The Town of Mansfield, Storrs Center Alliance LLC and the Mansfield Downtown Partnership agree to keep books and records of all expenditures and disbursements concerning any activities covered by this Agreement, in accordance with generally accepted accounting principles and practices, and shall provide to all parties quarterly summaries of revenues and expenses and shall also provide at least annually, a financial statement setting forth a summary of such receipts and disbursements.

The Parties also agree that all of their books, records, accounts, statements, and any other memoranda concerning the operations covered by this Agreement and the records of costs thereof, shall be subject to inspection and audit at all reasonable times.

#### Article M. Indemnification

Parties to this agreement filing a standing letter of trespass with the Town and/or whose employees or nominees are designated as special constables shall at the same time complete and submit a "hold harmless" indemnification to the Town of Mansfield, to Storrs Center Alliance LLC and to the 3<sup>rd</sup> Party Operator to the satisfaction of said entities for any actions or liability of any such employee or nominee resulting from parking enforcement on their respective properties.

#### Article N. Term and Termination

This Agreement shall commence on July 31, 2014 and shall end on August 1, 2016. The term of this Agreement may be extended or modified by the mutual consent of the parties except that no later than 120 days prior to the end of each two year period, the parties hereto shall undertake a thorough and expeditious review of this Agreement, a process which may conclude in the renegotiation of this Agreement, or change or alteration of any of its provisions. Any such amendment, change or alteration shall be implemented at the beginning of the next two year term. Notwithstanding this review and extension, this Agreement shall not be altered, changed or amended except for formal written amendment approved and duly executed by the parties hereto. The performance by any party of its respective obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by another party.

Any party may terminate their participation in this parking cooperative agreement upon giving notice of sale of its property, or by 90 days written notice that it wishes to terminate its

participation, to the Executive Director of the Mansfield Downtown Partnership, who shall distribute forthwith said termination notice to the other parties to this agreement.

**OTHER AGREEMENT PROVISIONS:**

1. This Agreement sets forth the entire agreement between the parties on the subject matter contained herein. No agreement modifying this Agreement shall be binding unless made in writing and signed by a duly authorized representative of the parties signatory hereto.
2. This Agreement shall be executed in seven or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. This Agreement shall be construed to make each of its provisions enforceable. In the event that any provision hereof is deemed to be illegal or unenforceable, then the provisions shall be reformed so as to as closely as possible reflect the intent of the provision, but in such a manner so as to comply with applicable law, and such a determination shall not affect the validity or enforceability of the remaining provisions thereof, all of which shall remain in full force and effect.

## **Appendix A – Enforcement Standards and Procedures**

In addition to being in strict compliance with the Mansfield Parking Ordinance, each and every parking enforcement action in the areas in the Storrs Center Development Area shall be accomplished with courtesy and respect. All parties in the cooperative agree to use tact and restraint in dealing with the owners or operators of vehicles that are the subject of parking enforcement in this area.

Each party shall enforce the parking rules within the parking areas they own and/or control; however, tickets shall only be issued by the Town of Mansfield, the University of Connecticut, the 3<sup>rd</sup> Party Operator, or the special constables appointed by the Town Manager pursuant to Chapter 198 of the Mansfield Town Code. (Employees of the 3<sup>rd</sup> Party Operator will be appointed special constables).

Parking tickets may be issued when a parking space has been occupied longer than its permitted duration. Ticketing by Storrs Center Alliance LLC or the 3<sup>rd</sup> Party Operator (supplemental enforcement) may be requested by the owners of private parking areas owned or controlled by the parties in the Parking Cooperative; however, the Town, the 3<sup>rd</sup> Party Operator and appointed special constables will not issue tickets in the University of Connecticut's parking areas.

Documentation for parking beyond a parking space's permitted time limit shall be obtained prior to issuing a parking ticket for exceeding a space's duration. This documentation may take the form of chalking tires, log books, photography, meter records, etc., in accordance with standard and reasonable parking enforcement practices.

Tow warning notices shall be placed on vehicles exceeding parking limits prior to towing.

Vehicles may be towed when trespassing, for parking while not being present on the premises or for exceeding a posted space's time limit by 50 percent (for example, when parked for 3 hours in a 2 hour space). Towing will be in accordance with Sections 14-307 and 14-145 or the Connecticut State Statutes and Section A-198-5a of the Town Ordinances. Vehicles may be towed by authorization by the Town, or Storrs Center Alliance LLC or the 3<sup>rd</sup> Party Operator for trespass on private parking lots owned and controlled by the parties of the Parking Cooperative if there is a standing letter of trespass on file with the Town and the Mansfield Downtown Partnership and the owner of the parking area has requested that a particular vehicle or vehicles be towed.

Owners or operators of towed vehicles will be subject to the cost of the towing itself as well as the fine for having a vehicle towed as listed in Section A-198-5a of the Town's Ordinances.

CvZ  
05/17/13  
Revised with  
Robarge  
added

**Appendix B -- Summary of Parking Spaces in the Storrs Center Development Area**

<i>Note: Spaces counted off aerials -- subject to corrections!</i>				
Owner	Description/Location	Number of Spaces	% of total	%total w/o UConn
Town of Mansfield	Town Hall and Community Center Parking Lot	219	9.4%	13.3%
Regional District 19	South Lot	127		
	Front Lot	109		
	North areas	37		
	EOS total:	273	11.7%	16.5%
University of Connecticut	South Campus Lot	341		
	Lot behind EO Smith	67		
	Shippee Lot	114		
	Bishop Center Lots	161		
	UConn total:	683	29.3%	N/A
Center for Hellenic Studies	Lot around center	80	3.4%	4.8%
Storrs Center Alliance	Parking garage	660		
	Bishop lot controlled by SCA	125		
	Dog Lane on street (incl new Bishop Dr)	9		
	Storrs Road on street	60		
	Total SCA/MDP:	854	36.6%	51.8%
1244 Storrs Road (Taylor)	Front Lot along Rte 195	66		
	Rear lot	59		
	Taylor total:	125	5.4%	7.6%
1232 Storrs Road (Haidous)	Front Lot	37		
	Side and rear lots (includes UConn leased)	55		
	Total Haidous:	92	3.9%	5.6%
18 Dog Lane	Spots in front of building	7	0.3%	0.4%
Grand total:		2333	100.0%	
Total without UConn:		1650		100.0%