



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Jennifer Kaufman, Natural Resources and Sustainability Coordinator; Linda Painter, Director of Planning and Development; and Curt Vincente, Director of Parks and Recreation
Date: November 23, 2015
Re: Open Space Acquisition, Meadowbrook Lane, LLC Property

Subject Matter/Background

In March 2015, the Town Council authorized staff to submit a grant to the CT Department of Energy and Environmental Protection's (CT DEEP) Open Space and Watershed Lands Protection Program to purchase a 61-acre parcel on Puddin Lane known as the Meadowbrook Lane LLC property (Parcel ID 33.97.3-39). In October 2015 the Town was awarded the grant.

The Meadowbrook Lane LLC property connects with Sawmill Brook Preserve and eventually leads to Joshua's Trust's Wolf Rock Preserve. All combined, the property abuts 223 acres of Town-owned and Joshua's Trust land, much of which is permanently preserved (see attached map). The Nipmuck Trail, one of the blue dot trails maintained by the CT Forest and Parks Association, has its southern trail head at the entrance to the property, with an informal parking area for 5-6 cars. The Nipmuck Trail is an official CT Greenway and passes through the subject property before continuing through a protected corridor to Wolf Rock Preserve and Crane Hill Road. The section of the Nipmuck that runs through the property is the last unprotected portion between Puddin Lane and Crane Hill Road.

The parcel was reviewed by the Open Space Preservation Committee on January 5, 2015. The committee recommends preservation of the Meadow Brook Lane LLC property to protect the following significant recreation, conservation and wildlife resources:

- Sawmill Brook watershed and tributary brook
- Part of a large interior forest tract
- Habitat for wildlife requiring interior forests
- Corridor for the Nipmuck Trail Greenway

The Conservation Commission and Parks Advisory Committee have also reviewed this property and are in full support of the proposed acquisition. The full Open Space Preservation Committee report and memos from the Parks Advisory Committee and Conservation Commission are attached.

Per the requirements of the grant, the Town obtained two appraisals for the property. One appraiser valued the property at \$360,000 and the other at \$375,000. Excerpts of the appraisals are attached and the full appraisal reports can be reviewed at www.mansfieldct.org/meadowbrooklane.

Based on the appraisals staff negotiated a price of \$375,000 for the property. If purchased, the Town will be reimbursed \$243,750 or 65% of the purchase price from CT DEEP. Based on guidance I received from the Town Council in executive session, I have executed the attached purchase and sale agreement. The purchase is contingent upon approval of the Town Council after a public hearing.

As of October 1, 2014, our Assessor estimates the full value of this property to be \$305,000. However, the property is currently in PA 490 and in 2014 the property was assessed at \$8,400 annually. Property taxes collected in 2014 totaled \$234.78

Staff has contacted both Joshua's Trust and CT Forest and Parks Association (CFPA) to request that they consider making a financial contribution to the purchase of this property. The CFPA board of directors is meeting to consider this issue on December 18, 2015.

Financial Impact

The cost of the Town's portion of the property acquisition (\$131,250) would be financed through the Town's existing Open Space Acquisition Fund, which has a current balance of \$1,091,672. If the Town acquires the property, it would be responsible for preparing an A-2 survey. Costs for this survey are estimated at \$15,000 and would also be funded from the Town's Open Space Acquisition Fund. In addition, the Town would need to make some parking area improvements and purchase a park sign; these costs are estimated at \$7,500. Typical stewardship costs for a nature-based park are approximately \$1,500 per year. Some of these annual management costs will be shared with the CT Forest and Parks Association, the organization that is responsible for maintaining the Nipmuck Trail.

Recommendation

In order to proceed with the acquisition, staff recommends that the Town Council schedule a public hearing for its December 14, 2015 meeting and refer this item to the Planning and Zoning Commission for review pursuant to section 8-24 of the Connecticut General Statutes.

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

Move, to schedule a public hearing for 7:30 p.m. at the Town Council's regular meeting on December 14, 2015 to solicit public comment on the proposed acquisition of the 61-acre parcel on Puddin Lane known as the Meadowbrook Lane LLC property (Parcel ID 33.97.3-39) and to refer the acquisition to the Planning and Zoning Commission for review pursuant to section 8-24 of the Connecticut General Statutes.

Attachments

- 1) Purchase and Sale Agreement
- 2) Open Space Preservation Committee Report
- 3) Map of Meadowbrook Lane LLC Property
- 4) Grant Award Letter
- 5) Planning, Acquisition, and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements

CONTRACT OF PURCHASE AND SALE

THIS AGREEMENT, made this 18th of November, 2015, between **TOWN OF MANSFIELD** (hereinafter "BUYER") a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, and **Meadowbrook Lane LLC** a Connecticut Limited Liability Company with its office at 25 Church Street, P.O. Box 44 Willimantic Connecticut (hereinafter "SELLER")

Subject to the terms and conditions hereof, the Seller agree to sell and convey and the Buyer agrees to purchase the real estate with all the improvements if any located thereon, situated in the Town of Mansfield, County of Tolland and State of Connecticut, consisting of approximately 61 acres of land with approximately 390 feet of frontage on Puddin Lane, south of the land owned by the Town of Mansfield known as Sawmill Brook Preserve, and being shown on the Assessor's Maps as Map 33, Block 97, Lot 3-39 (hereinafter "Premises").

FIXTURES AND PERSONAL PROPERTY - None

PRICE

The purchase price is THREE HUNDRED AND SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$375, 000.00) DOLLARS which shall be payable as follows:

- (a) A deposit of FIVE HUNDRED (\$500.00) DOLLARS which deposit shall be held in escrow without interest by Buyer's attorney until the transfer of title;
- (b) Payment of an additional THREE HUNDRED AND SEVENTY FOUR THOUSAND FIVE HUNDRED (\$374,500.00) DOLLARS at the closing.

MORTGAGE CONTINGENCY: None.

DEED

The deed shall be a Connecticut form of Warranty Deed, in proper form to convey marketable title, and shall be delivered to the Buyer at the closing together with the necessary amount of the Connecticut real estate conveyance tax, if any. Seller shall also provide such title affidavits, lien releases, etc. as may be reasonably required by any title insurance company issuing a title policy regarding the Premises. When conveyed the premises shall be free of all encumbrances, except as follows:

- (a) Any and all provisions of any ordinance, governmental regulation, public or private law, including any applicable building and zoning laws in effect;
- (b) Current real estate taxes which shall be adjusted between the parties as hereinafter provided;
- (c) Any liens for municipal betterments assessed after date of this agreement;
- (d) Easements, liens, restrictions, covenants, declarations, encroachments or matters of record;
- (e) Any state of facts an accurate survey or personal inspection of property might reveal.
- (f) The deed shall contain a restriction that the Grantee its successors and assigns shall hold use and keep the Property in its natural and open condition for the purposes of conservation and open space, and to be used by the general public as natural open space recreation. The Grantor understands and agrees that the Grantee will be granting a permanent conservation easement to the State of Connecticut which easement shall, when granted and recorded, satisfy this condition in the deed.

CLOSING DATE

The closing shall take place at the offices of the Buyer on or before March 1, 2016. In the

event that a closing has not occurred on or before March 1, 2016, this Agreement shall terminate unless otherwise extended by mutual agreement of the parties. In such event, any deposit paid hereunder shall be returned to Buyer and each party shall be relieved of any obligation to the other pursuant to this Agreement.

DEFECTS IN TITLE

Buyer shall have the right to search and inspect the record title to the Premises. If the Seller shall be unable to convey the required marketable title to the Buyer by the closing date, Sellers shall have a period of thirty (30) days after notice of any defect in the title to cure any defects in title and within five (5) days after the correction thereof or the closing date, whichever is later, the Buyer shall purchase the premises as herein provided, If the Sellers cannot cure any defects in title within said thirty (30) day period, the Buyer shall, within fifteen (15) days thereafter, have the option either to accept such title as the Sellers can convey and purchase the premises as herein provided or to rescind this contract. If the Buyer rescinds, all sums advanced hereunder shall be returned to the Buyer, without interest thereon, and upon receipt of such payments, this contract shall terminate and each party hereto shall be forever released and discharged of all further claims and obligations hereunder. The "Standards of Title" as published by the Connecticut Bar Association shall control any questions relating to defects in title to the premises.

ADJUSTMENTS

At the time of closing real estate taxes shall be adjusted and apportioned in cash between Buyer and Sellers in accordance with the standard practice of the Bar Association where the property is located.

OCCUPANCY

Seller shall deliver occupancy to Buyer at the closing, the Premises being in the same state and conditions as it is as of the date of this Agreement.

RISK OF LOSS

Risk of loss or damages to the Premises shall be upon Seller until the closing.

PROPERTY DISCLOSURE REPORT – N/A

DAMAGE FOR DEFAULT

In the event that the Buyer shall fail to make the payment required hereon or shall in any way be in default of the performance of the terms hereof, the Seller shall have the option of terminating this Agreement and in such event all sums paid hereunder by the Buyer shall be retained by the Sellers as liquidated damages. In the event that the Seller shall in any way be in default of the performance of the terms hereof, the Buyer shall be entitled to return of its deposit or may bring an action for specific performance of this Agreement, in its sole discretion.

CONDITION OF PROPERTY

Buyer acknowledges that Buyer is relying on its own examination and inspection of the physical condition of the Property and all matters relating thereto, including without limitation, matters with respect to taxes, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the Property and the suitability of the Property for Buyer's purposes, and except as expressly set forth in this Agreement, that Buyer is not relying on any representations of Seller or Seller's agents, and Buyer expressly waives any claim that is based upon an alleged representation of Seller or Seller's agents, and Buyer shall accept the Property in its "as is" condition at closing. Except as expressly set forth in this Agreement,

Buyer shall assume, as of closing, the responsibility for, and risk of, all defects and conditions of the Property, including any defects and conditions that cannot be observed by casual inspection.

Buyer has the right to have the inspections below performed on the Property. Buyer must arrange and pay for all tests and inspections. Buyer must give Seller written notice of any inspection that does not meet the standards set forth below, together with a copy of all the inspection reports, on or before thirty (30) days following the execution of this contract by Buyer and Seller as set forth below. Seller hereby grants Buyer, its agents, employees and contractors, access to the Premises for the purpose of conducting said inspections. If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph applies.

If an inspection report given by Buyer to Seller on or before 30 days from the execution date reveals that the Property does not meet the terms set forth below, and Seller and Buyer cannot reach a mutually satisfactory agreement to meet such terms, then Buyer or Seller may terminate this Agreement by giving the other written notice of termination. If Buyer or Seller terminates this Contract pursuant to their rights under this paragraph, Buyer shall receive all deposited sums and the obligations of the parties under this contract shall end.

REAL ESTATE BROKER

The Buyer and Seller represent each to the other that neither Buyer nor Seller has engaged the services of a real estate broker. In the event that any real estate broker claims a commission from either party on account of having dealt with the other party, the party which is found to have dealt with the real estate broker shall hold the other party harmless from all costs, expenses and attorney's fees incurred by such party in resisting or defending such claims and such party shall

pay any judgment rendered against the non-culpable party on account of such commission claim.

DEFINITIONS

References in this instrument to the masculine or feminine gender shall, where appropriate, include the opposite or neuter gender. References to the plural shall, where appropriate, include the singular and references to the singular shall, where appropriate, include the plural.

BINDING EFFECT

The terms and conditions hereof set forth shall be binding upon and inure to the benefit of, the respective parties hereto as well as upon their heirs, executors and administrators.

SURVIVAL OF TERMS

Where applicable, all the terms and conditions and agreements contained herein shall survive the passage of title from Sellers to Buyer.

CONTINGENCIES

1. This Agreement is subject to the approval (including but not limited to approval of the Town Council after a public hearing and the Planning and Zoning Commission pursuant to the Connecticut General Statutes) of Buyer, and is subject to the requirements of the Town of Mansfield Charter and the statutes of the State of Connecticut. Said approvals shall be obtained on or before the closing of title. In the event that Buyer fails to obtain said approval within said time period, the parties may mutually agree to extend the approval period, or in the event that they do not so agree, this Agreement may be terminated by either party and shall render the Agreement null and void and all deposits shall be

returned to Buyer.

2. Subject to approval of and the conditions of the CT Department of Energy and Environmental Protection Open Space and Watershed Grant Program and receipt of the appropriate funding from said program.

RECORDING

Buyer agrees that he shall not record this Agreement in the Land Records of the Town of Mansfield. In the event Buyer violates this provision and does record this Agreement, the act of such recording shall be deemed to be a default hereunder and shall render this contract terminated and null and void at the option of the Seller.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on the 18th day of November 2015.

SELLER:



MEADOWBROOK LANE, LLC
Giacomo J. Guarnaccia, Manager

BUYER:



TOWN OF MANSFIELD
MATTHEW W. HART
TOWN MANAGER

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Memo

To: Town Council
From: Open Space Preservation Committee
Date: January 7, 2015
Re: Meadow Brook Lane LLC Property, Puddin Lane (Parcel ID 33.97.3-39)

At its meeting of January 5, 2015 the Open Space Preservation Committee reviewed the Meadowbrook Lane LLC Property.

Description

The proposed area for preservation is a 61-acre property with approximately 395 feet of frontage on Puddin Lane (Parcel ID 33.97.3-39). The property slopes down to Sawmill Brook, which forms the eastern boundary. A seasonal brook bisects the property. West of the brook lie irregular ridges. East of this brook, a relatively flat area extends to Sawmill Brook. The property appears to have been logged about 30 years ago, and is currently forested in second growth oak, hickory, and beech trees. There are no major invasive plant infestations. Abutting on the north side is Town-owned land (Sawmill Brook Preserve) and Joshua's Trust Land (Wolf Rock Preserve).

Town Plan Criteria

The property meets the following criteria in the 2006 Town Plan of Conservation and Development. These criteria are consistent with the Open Space Acquisition Criteria in the Public Hearing Draft of the Mansfield Tomorrow Plan of Conservation and Development.

Significant Conservation and Wildlife Resources

A section of Sawmill Brook, which forms the property's east boundary, has a series of islands, cascades, and pools, which offer a scenic setting and possible habitat for native brook trout.

Wildlife Habitat

The property is part of a large forest tract and provides habitat for interior forest wildlife

Forestry Land

The property is in an area designated as a priority interior forest tract. A large part of this forest tract has already been preserved (see map). This is a potential for future timber harvests in 20 to 30 years.

Surface Water Resource

This property contains a significant portion of the Sawmill Brook watershed, between Puddin Lane and Crane Hill Road, and a tributary brook crosses the property. Portions of Sawmill Brook are already protected.

Connections

The Nipmuck Trail, one of the blue dot trails maintained by the CT Forest and Parks Association, has its southern trail head at the entrance to the property, with an informal parking area for 5-6 cars. This trail is an official CT Greenway. The trail passes through the subject property before continuing through a protected corridor to Wolf Rock Preserve and Crane Hill Road. The section of the trail that runs through the property is the last unprotected portion between Puddin Lane and Crane Hill Road. The Trail currently follows the west boundary of this property near homes on Jacobs Hill Road. Preserving this property would make it possible to move the trail away from these houses. Note that there is a white dot trail connecting the Nipmuck Trail to the end of Jacobs Hill Road.

Recommendation

The Open Space Preservation Committee recommends that the Town Council consider preservation of the Meadow Brook Lane LLC property to protect the following significant recreation, conservation and wildlife resources:

- Sawmill Brook watershed and tributary brook
- Part of a large interior forest tract
- Habitat for wildlife requiring interior forests
- Corridor for the Nipmuck Trail Greenway

Potential Improvements

The CT Forest and Parks Association maintains the Nipmuck Trail but the Town should consider minimal widening of the parking area to provide for safer (not more) parking access.

Potential Cost Sharing

The property would meet the requirement for a CT DEEP Open Space and Watershed Land Acquisition Grant matching grant (up to 65% cost share).

Partners

Staff has contacted both Joshua's Trust and CT Forest and Parks Association to request that they consider making a financial contribution to the purchase of this property.

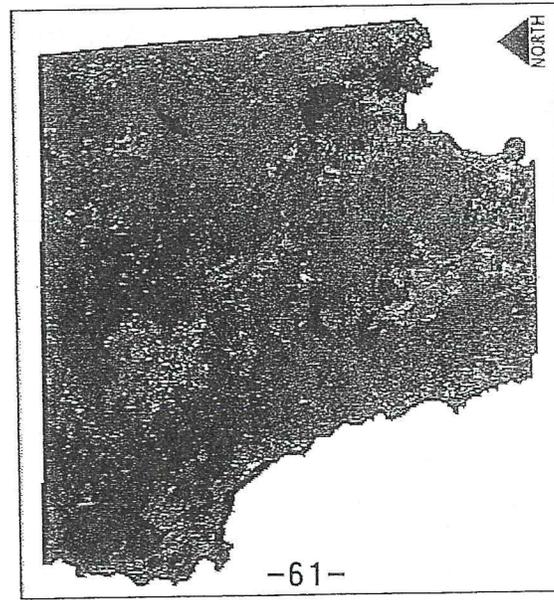
**Meadowbrook Lane LLC Property
Trails and Continuous Open Space**

Parcel 33.97.3-39

Puddin Lane

Mansfield, CT

February 25, 2015

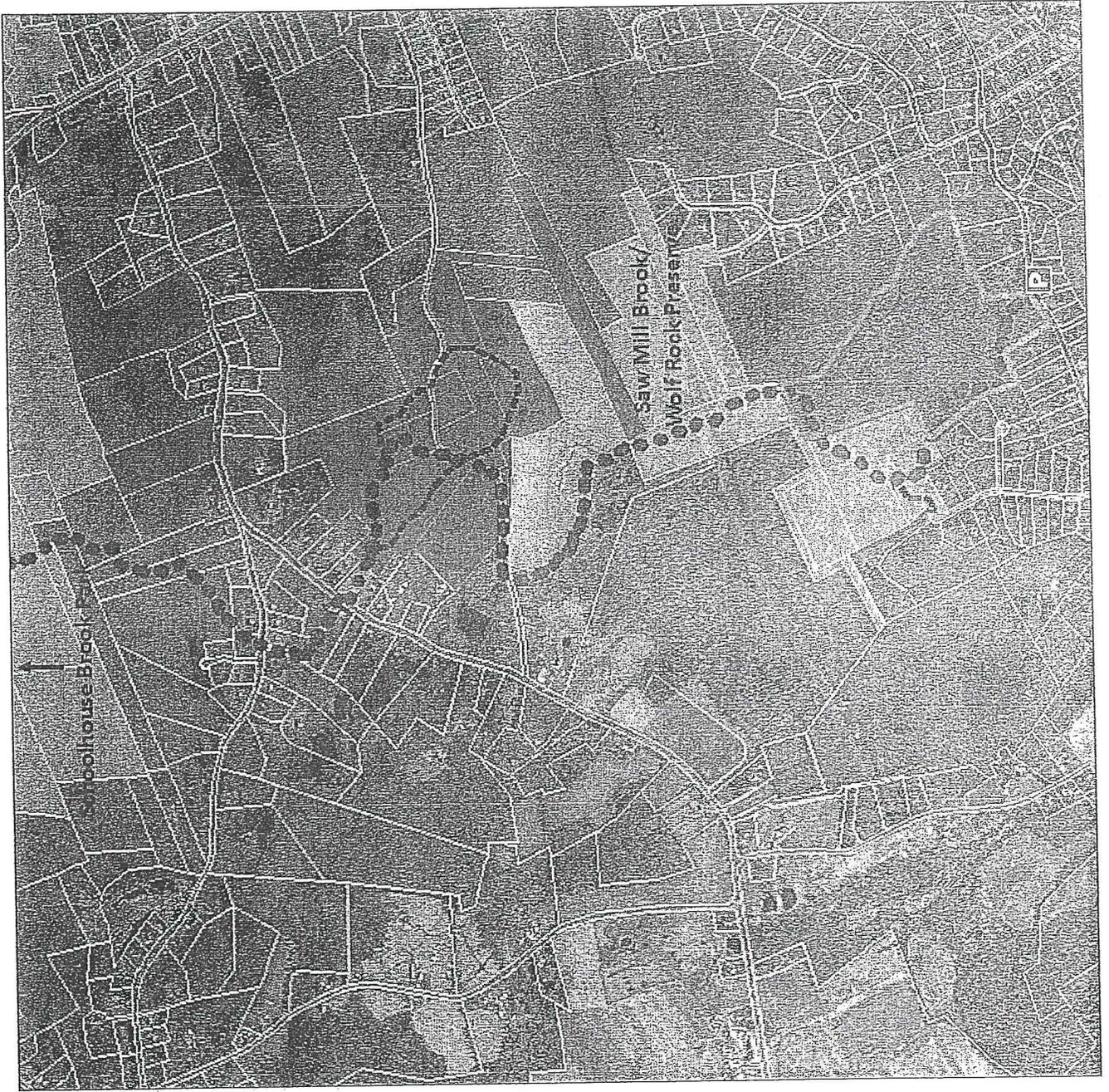


-61-

-  Subject Property
-  Town of Mansfield
-  Joshua's Trust
-  Nipmuck Trail
-  Joshua's Trust Trail
-  Parking

Source: Town of Mansfield

1,600 800 0 1,600 Feet





Dannel P. Malloy

GOVERNOR
STATE OF CONNECTICUT

October 16, 2015

Matthew W. Hart, Town Manager
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Dear Mr. Hart:

We are pleased to inform you that your proposed acquisition of the Meadowbrook Lane in the Town of Mansfield was approved for funding under the State of Connecticut's Open Space and Watershed Land Acquisition Program.

The Open Space and Watershed Land Acquisition Program is administered by the Department of Energy and Environmental Protection (DEEP). Your application has been reviewed and approved for an amount not to exceed \$243,750. You will receive written instructions and background materials from DEEP on the next steps in the grant award process shortly.

The final grant award will be based on verification of all material facts contained in the grant application and execution of an Open Space and Watershed Land Acquisition Grant Agreement, containing such terms as are acceptable to the Commissioner, in his sole discretion, and which conform to requirements of Section 7-131d of the General Statutes.

We look forward to partnering with you to preserve this important and valuable open space parcel. The Open Space and Watershed Land Acquisition Program ensures that the quality of life and natural resources we all enjoy will be protected now and for future generations. If you have any questions, please call David Stygar at the DEEP Office of Constituent Affairs/Land Management at (860) 424-3016.

Sincerely,


Dannel P. Malloy, Governor
State of Connecticut


Robert J. Klee, Commissioner
Department of Energy & Environmental Protection

**Planning, Acquisition, and Management Guidelines
for
Mansfield Open Space, Park, Recreation, Agricultural Properties
and
Conservation Easements**

(Approved by Mansfield Town Council Nov. 13, 1995, revisions approved Aug. 25, 1997 and August 24, 2009)

Background

This document serves to guide the Town of Mansfield as it plans, acquires and manages the following:

- Open space, park, and recreation areas
- Agricultural properties
- Open space acquired as a result of subdivision, as appropriate
- Conservation easements

I Planning

- A. The Planning and Zoning Commission (PZC) has a statutory responsibility to periodically review and update the Town's Plan of Conservation and Development (POCD), including open space, recreation and agricultural elements. Appendix J of the 2006 POCD contains a listing of Significant Conservation and Wildlife Resources. Appendix K contains the Open Space Acquisition Priority Criteria. These pertinent sections of the POCD are contained in **Attachment A**.
- B. The Town Council, Conservation Commission, Agriculture Committee, Open Space Preservation Committee, Parks Advisory Committee, Recreation Advisory Committee, Historical Society, various staff members and the public shall directly assist the PZC with its review and updating of the POCD. Interim studies and reports shall be encouraged on specific areas of Town and on various aspects of local goals to promote recreational opportunities and to protect and enhance valuable natural, agricultural or historic resources.
- C. The PZC and Inland Wetland Agency periodically shall review and update land use regulations to help implement community goals and objectives regarding the protection and enhancement of natural, agricultural, historic and recreational resources.
- D. The Town Council shall consider on an annual basis the allocation of funds and taxation policies to help implement community goals regarding the protection and enhancement of natural, agricultural, historic and recreational resources.

II Acquisition

- A. Planning and Zoning Commission/Inland Wetlands Agency (IWA) Application/Approval Process

The Town Manager is authorized to receive for the Town any open space/conservation easement acquisition approved by the PZC/IWA application process. However, in the event that the Town Council disagrees with PZC/IWA recommendation for the proposed acquisition, the Town Manager is not authorized to accept the acquisition without specific Town Council authorization. Before acting however, the Town Council will provide PZC/IWA the opportunity to justify their recommendation.

1. The procedure for reviewing open space/conservation easement acquisitions associated with the PZC application/approval process is detailed below.
2. Proposed open space/conservation easements associated with the PZC application/approval process shall be referred for comment to the Open Space Preservation Committee, the Town Council, the Conservation Commission, and as appropriate, the Parks Advisory Committee, the Recreation Advisory Committee, and the Agriculture Committee.
3. Proposed open space/conservation easements associated with the PZC application/approval process shall be evaluated by taking into account site and neighborhood characteristics, the proposed development layout, natural, historic, cultural and scenic resource information, and priority criteria contained in Mansfield's POCD and regulatory provisions.
4. Comments from committees shall be forwarded to the PZC/IWA and the Town Council. As deemed necessary, the PZC/IWA and/or the Town Council may obtain expert advice to address management concerns and potential liabilities.
5. Any Town Council comments or recommendations, including any obtained expert advice, shall be forwarded to PZC/IWA in association with the application review process.
6. If a public hearing is held as part of the PZC/IWA application process, committee and Town Council comments shall be submitted prior to the close of the public hearing.

B. Other potential open space acquisitions

1. Step I-Committee Reviews

In response to a Town Council or staff referral or a committee initiative, the Open Space Preservation Committee shall conduct preliminary reviews of potential acquisitions and/or conservation easements. Potential acquisitions shall be evaluated based on resource information and priority criteria contained in Mansfield's POCD. As deemed appropriate, property owners shall be contacted, sites shall be visited and the Town's other land use commissions and committees shall be consulted. Available properties worthy of further consideration shall be referred to the Town Council with a background report. Said report shall identify important site characteristics and potential benefits. In addition, potential liabilities and management concerns, including anticipated maintenance and improvement costs, shall be noted.

2 Step II-Town Council Review

The Town Council shall review the Open Space Preservation Committee report, In instances where deemed necessary to maintain the confidentiality of the transaction, the Open Space Preservation Committee report shall be discussed in executive session. As deemed appropriate, the Town Council shall take a field trip to the site. Where multiple properties are being reviewed, the Town Council may schedule a meeting (in executive session when necessary) with the Open Space Preservation Committee to consider priorities.

3. Step III-Negotiations, Grant Applications

After evaluation of site characteristics, potential benefits and management needs, the Town Council shall authorize the Town Manager to begin preliminary negotiations with property owners of land deemed suitable for further consideration. If appropriate, and if grant funds are available, the Town Manager shall direct staff to complete a grant application to subsidize the purchase of the identified property.

4. Step IV-Appraisals, Consultants

Depending on preliminary negotiations, the Town Council may authorize the Town Manager to hire a real estate appraiser to prepare an opinion of value or appraisal report for potential properties or portions of said property. In addition, the Town Council may authorize the Town Manager to retain other expert advice to inform the Council on other management concerns and/or potential liabilities.

5 Step V-Purchase Agreements

Subject to Town Council authorization, the Town Manager may negotiate and execute purchase agreements for potential acquisitions. Said purchase agreements shall be conditional upon final approval by the Town Council, following a Public Hearing. As appropriate, the Town Manager may utilize specialists, such as the Trust for Public Land, to negotiate and facilitate agreements.

6. Step VI-Public Hearing

The Town Council shall hold a Public Hearing to receive public comment regarding a proposed purchase. Prior to the Public Hearing, neighboring property owners shall be notified by staff and, in situations where a referral has not yet taken place, the proposed purchase shall be referred to the PZC pursuant to Section 8-24 C.G.S.

7. Step VII-Town Council Vote

Following the Public Hearing, the Town Council shall vote on whether to acquire the subject property.

8 Step VIII-Property Preparation

After the Town Council votes to acquire the property, and before a management plan is approved, Town Staff, relevant committee members and other volunteers shall take appropriate steps to prepare the property for Town ownership. These steps may include, but are not limited to:

- Gathering information from abutters regarding management issues/concerns
- Creating safe access
- Surveying land and marking boundaries, if appropriate
- Developing a map including boundary information, existing notable features such as trails, waterways, buildings and vistas

C. Sale of Town-owned Properties

In general, it is the Town's policy not to sell land or conservation restrictions acquired by the Town through purchase, donation or as a result of a PZC/IWA subdivision application process. In some instances, a deed restriction may prevent the Town from selling Town-owned land. In the unusual instances where Town lands and easements may be transferred to private ownership, clear benefit to the Town must be demonstrated. In these instances, the Town Council shall refer the property to PZC pursuant to Section 8-24 of the Connecticut General Statutes, and hold a Public Hearing to receive public comment regarding the proposed sale. In addition, staff shall notify neighboring property owners of the proposed sale.

D. Leasing of Town-owned Properties

1. **Agricultural Land**

The policy goals of the Town 2006 POCD encourage sustainable agricultural land use, and the conservation and preservation of Mansfield's agricultural resources (p.4). For this reason, when the Town acquires farmland or land with prime agriculture soils, it is Town policy that this land be actively farmed. When the Town initiates an agricultural lease of Town property, there shall be a formal "Request for Agricultural Services." The Town shall publish a legal notice requesting sealed proposals no less than 10 days prior to the date the proposals are due. The Town Manager, with advice from the Agriculture Committee, shall be responsible for selecting the services rendered and for monitoring the leases. A sample lease for Town-owned agricultural land is contained as **Attachment B**.

2. **Other Land**

In instances where an individual requests to lease Town-owned property, this request shall be referred to the Open Space Preservation Committee and any other relevant committee to review. In general, it is the Town's policy to lease only Town-owned agricultural lands. In the rare instance when the Town agrees to lease other Town-owned land to a private party, clear benefit to the Town must be demonstrated. In these instances, the Town Council shall refer the property to PZC pursuant to Section 8-24 of the Connecticut General Statutes, and hold a Public Hearing to receive public comment regarding the proposed lease. In addition, staff shall notify neighboring property owners of the proposed lease.

III Managing Town Parks, Preserves, Open Space and Agricultural Land

A. Step I-Management Plan Assignments

The Town Manager, with the advice of committees and Town staff, shall assign the support role of a draft management plan to the appropriate Town staff, with input from appropriate committees.

As a general rule, the preparation of a draft management plan shall be a coordinated effort involving the Conservation Commission, Agriculture Committee, Parks Advisory Committee, Recreation Advisory Committee, Open Space Preservation Committee, Town staff, and, as appropriate, the PZC, Inland Wetland Agency and Beautification Committee. Responsibility for preparing a written draft management plan will be as follows:

- 1) The Conservation Commission shall provide input for draft management plans for undeveloped open space areas;
- 2) The Agriculture Committee shall provide input for draft management plans for properties with existing or proposed agricultural or horticultural uses;
- 3) The Parks Advisory Committee shall provide input for draft management plans for existing or proposed park areas with trails, community gardens or other recreational facilities;
- 4) The Recreation Advisory Committee shall provide input for draft management plans for properties with existing or proposed playgrounds or athletic fields.
- 5) The Open Space Preservation Committee shall provide input for draft management plans for properties with special characteristics reviewed during the acquisition process.

B. Step II-Drafting the Management Plan

1) Format

Management plans shall be prepared utilizing the general format contained in **Attachment C**. Each plan shall summarize the information gathered and presented during the acquisition process. In addition, the management plan shall document important site characteristics, concerns, and goals for the use of the property as well as recommended management and monitoring actions.

2) Invasive Species

Pursuant to Mansfield's Non-Native Invasive Species Policy (included as **Attachment D**) adopted on the staff level after briefing the Town Council at their 11/22/04 meeting, management plans shall include the development and implementation of an invasives control plan and prohibit the use of species banned by Public Act 04-203 of the State of Connecticut, with any subsequent revisions.

3) Fiscal Notes and Budget Considerations

Fiscal notes estimating the costs associated with managing the property shall be included as an attachment to the management plan. These fiscal notes shall serve to guide the Town

Council and committee members as to *estimated* projected costs associated with implementing the management plan. More precise cost estimates shall be prepared annually for budget consideration by the Town Manager and Town Council as part of the annual Capitol Improvement Budget. When available, sources of grant assistance shall be investigated and grant applications shall be prepared by staff to implement goals and objectives stated in the management plan.

4) Naming the Property

The proposed name of the property shall be included in the draft management plan. In general, the Town of Mansfield shall name properties after a significant natural or historic feature. In some instances, it shall be deemed appropriate by the advisory committees, the Town Council, the PZC or staff to name a property in a different manner. Naming of properties after a person shall be limited to those properties that have been donated to the Town or made a specific condition of acquisition. In all cases, the Town Council, with advice from advisory committees and the PZC, shall make the final decision regarding the name of the property.

C. Step III-Staff and Committee Review

Staff shall provide comment and circulate the draft management plan to appropriate committees for final review before an abutters' review and public comment.

D. Step IV-Abutters' Review

After the preparation of a draft management plan or significant changes in a plan, the responsible staff member or committee member shall notify abutting property owners and schedule an abutters' meeting to provide opportunity for neighborhood comment.

E. Step V-Town Council Review

The Town Council shall review draft management plans or significant changes in a plan and, as deemed appropriate obtain additional information from the Town's various land use commissions/committees and staff. The Town Council may choose to hold a Public Hearing to receive public input to the plan.

F. Step VI-Town Council Approval

The Town Council shall approve a new management plan or significant changes to an existing plan for Town-owned properties.

G. Step VII-Implementation

Implementing management plans shall be a coordinated effort among Town staff, advisory committee members, and volunteer stewards. Implementation shall be coordinated through the Parks and Recreation Department but may include staff from various other Town departments including the Department of Public Works, Planning Department, etc.

Plan implementation may include but will not be limited to:

- Structural improvements for public access and safety (such as establishing a parking area, constructing trails, improving wheelchair accessibility)
- Ecological management (such as inventorying natural resources, managing and controlling invasive species, encouraging native habitats, improving wildlife habitat)
- Maintenance of parking areas, signage, and boundary markers
- Monitoring of plan goals and objectives to ensure effective implementation
- Public outreach including public information and interpretive guides and maps, and use for education and research

H. Step VIII-Monitoring

Site conditions, including any new improvements, shall be monitored in accordance with the schedule established in the approved management plan by staff or appropriate volunteers. Any problems or issues uncovered shall be reviewed by staff and the commission /committee members that assisted in the preparation of the management plan. As appropriate, problems or issues shall be referred to the Town Council.

I. Step IX-Management Plan Update

The management plan(s) shall be updated as per the approved schedule or as often as deemed necessary by the Town Council or by the commissions/committees.

IV Management of Conservation or Agricultural Easements

A specific management plan is not needed for conservation or agricultural easements unless public access, trails or other municipal interests not adequately addressed in the easement are involved. If a management plan is appropriate, a draft shall be prepared, using the steps detailed in Section III of these guidelines. The Conservation Commission, with staff assistance, shall be responsible for periodically monitoring Mansfield's existing Conservation Easements. **Attachment E** contains a Conservation Easement Abstract and Monitoring/Inspection Form. The Agriculture Committee, with staff assistance, shall be responsible for periodically monitoring any agricultural easements.

Problems or issues uncovered shall be reviewed with staff. As appropriate, problems or issues shall be referred to the Town Council, PZC, or Inland Wetland Agency, depending on the specific easement document.

Attachment A
Pertinent Documents from the 2006 POCD

APPENDIX K-OPEN SPACE ACQUISITION PRIORITY CRITERIA

The following open space acquisition criteria, are provided to assist in the evaluation of potential sites for additional preserved open space. All open space acquisition decisions should be based on a comprehensive review of specific site characteristics, information contained or referenced in this Plan and information obtained through an active public notice and review process. The listed criteria are not weighted to help establish priorities, but in general, sites that address multiple primary categories or that would be of town-wide significance in addressing a goal or objective of this Plan would have a higher priority than sites that address fewer primary categories or do not have Townwide significance. It also is noted that land availability, acquisition costs and budgetary priorities will also significantly influence open space acquisition decisions.

1. Identified or specifically referenced as a potential conservation, preservation or recreational area within Mansfield's Plan of Conservation and Development, the WINCOG Regional Land Use Plan or the Connecticut Policies Plan for Conservation and Development
 - Identified as a potential conservation area on Map 21
 - Identified as within one of Mansfield's significant conservation and wildlife resource areas in Appendix J
2. Conserves or preserves historic or archaeological resources
 - Site is located within or adjacent to a Plan-identified village area (see Map #5)
 - Site contains historic structures, sites or features including, but not limited to mill sites, cemeteries, foundations, stone walls (see Map 2)
 - Site is a recorded archaeological site
3. Conserves, preserves or protects notable wildlife habitats and/or plant communities
 - Site includes species listed by State or Federal agencies as endangered, threatened or of special concern (see Map #11 for DEP Natural Diversity Data Base data)
 - Site contains or helps protect vernal pools, marshes, cedar swamps, grasslands, waterbodies or other notable plant or animal habitats
 - Site is within a designated large contiguous interior forest area (see Map #11)
 - Site includes a diversity of habitats
4. Conserves, preserves or protects important surface or groundwater resources
 - Site is located within or proximate to a State-designated wellfield aquifer area, potential stratified drift wellfield area or existing public water supply well
 - Site is proximate to the Willimantic Reservoir or tributary watercourses and waterbodies
 - Site contains or is adjacent to significant wetlands, watercourses or waterbodies and acquisition will significantly help to protect the water resource
 - Site contains a flood hazard area
5. Conserves, preserves or protects agricultural or forestry land
 - Site contains prime agricultural soils or agricultural soils of State-wide significance, (particularly important when in association with an existing agricultural use)

2006 MANSFIELD PLAN OF CONSERVATION AND DEVELOPMENT

Effective Date: April 15, 2006

Adopted by Mansfield Planning and Zoning Commission: January 17, 2006

Endorsed by Mansfield Town Council: January 9, 2006

- Site is located within an existing agricultural area such as the area in southwestern Mansfield along Mansfield City Road, Stearns Road, Browns Road, Crane Hill Road and Pleasant Valley Road
 - Site contains prime forestry soils (particularly important when located within a large contiguous interior forest area or within a site implementing a long-term forest management plan)
 - Site would provide a significant buffer for an existing agricultural use
6. Conserves, preserves or protects important scenic resources
- Site contains scenic overlooks, ridgelines, open fields, meadows, river valleys and other areas or features of particular scenic importance. (Information contained on Map 12 should be utilized in considering relative scenic importance.)
 - Site contains significant roadside features such as specimen trees and noteworthy stone walls
 - Site abuts a Town-designated Scenic Road
 - Site is visible from existing roadways, trails and/or readily accessible public spaces
 - Site contributes to the scenic quality of one of Mansfield's historic village areas
7. Creates or enhances connections
- Site is located along the Willimantic River, the Nipmuck Trail or other State-recognized greenway or a potential town-wide or multi-town greenway or trail system
 - Site would expand an existing park or preserved open space area and contribute to a continuous area of open space, protect a wildlife corridor, and/or provide a new trail access between open space properties or from existing roads or subdivisions to open space properties)
 - Site would provide a new linkage from an existing or proposed residential neighborhood to an open space/park area, school or commercial area
 - Site provides a buffer area for existing trails
8. Creates or enhances recreational opportunity
- Site is physically suitable for future ballfields and other active recreational use
 - Site abuts an existing school, playground or active recreational site
 - Site provides new boating or fishing access to the Willimantic River or other significant watercourses or waterbodies
 - Site abuts or is within the watershed of existing outdoor public swimming site, such as Bicentennial Pond in Schoolhouse Brook Park
 - Site is located within or proximate to existing areas of higher-density/residential development

Attachment B
Sample Lease for Agriculture Land

LEASE AGREEMENT

Made the day of 2005, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager, a municipal corporation located in the County of Tolland, State of Connecticut, hereinafter referred to as "Lessor," and [insert name of farmer] , hereinafter referred to as "Lessee".

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter reserved and contained, and to be kept and fulfilled on the part of said Lessee, has let and by these presents does grant, demise and farm let unto said Lessee for an initial sixty (60) month term or five (5) planting seasons.

AND IT IS FURTHER AGREED that if Lessee is found to be in default of any of the covenants herein contained, Lessor shall cause written notice of said default to be sent, by Certified Mail, to Lessee. In the event Lessee takes no steps to cure said default within fifteen (15) days after mailing of said notice, then it shall be lawful for Lessor, without further notice to re-enter and take possession of said leased premises, and such re-entry and taking possession shall end and terminate this lease.

AND THE SAID LESSEE does hereby further agree to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Mansfield within which the premises hereby leased are situated, relating to health, nuisance, fire, highways, and sidewalks, so far as the premises hereby leased are, or may be, concerned, and to save the Lessor harmless from all fines, penalties, and costs for violation of, or non-compliance with, the same.

THE LESSEE will maintain the fields in good agricultural condition and will mow the field at least once a year.

THE LESSEE will submit by November 30 of each year a form enclosed in Attachment B to:

The Mansfield Parks Coordinator
Parks and Recreation
10 South Eagleville Rd.
Storrs, CT 06268
860-429-3015x110
860-429-9773 (FAX)

Any restricted use pesticide must be applied by a licensed applicator. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

The LESSEE agrees to refrain from the long-term storage of manure on the site. The temporary storage of hay is allowed until November 1 of each year.

THE LESSEE shall not cut, other than pruning, destroy or remove any trees without the consent of the Town of Mansfield, said consent to be in writing, and not unreasonably withheld; nor introduce farm or domestic animals; nor install any fencing.

At the end of the five (5) year period, beginning with the effective date of this lease, and at the end of any succeeding five (5) year term agreed to by the parties, the Lessor may review the terms and conditions of the lease to determine if it is in the best interests of the Town to continue the lease for additional five (5) year term and if so, whether any changes will be made in the lease at the discretion of the Lessor. The Lessee may terminate the lease with written notification prior to November 30 of any year. If the Lessee fails to meet the terms of the lease as contained herein, the Lessor may terminate the lease with a one-month written notice.

AND AT THE TERMINATION of lease as provided for above, the Lessee will quit and surrender the premises

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hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same, at any time subsequent to the November 30 date. The Lessee shall have the first option of renewing this lease under terms to be set forth by the Town.

COMMENCING WITH the growing season of a year to be determined, the Lessee agrees to compensate the Lessor in an amount to be determined payable on or before February 1 of each year. Said amount will be negotiated prior to each subsequent growing season.

THE LESSEE and the Lessee's family shall be relieved of any obligation within this lease should the Lessee become incapacitated or unable to maintain the responsibilities entailed in this agreement.

THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$100,000.00 per occurrence, naming Lessor as an additional insured, insuring against loss or injury caused by Lessee's activity on the demised premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

TOWN OF MANSFIELD

Attachment C
Sample Management Plan

Mansfield Preserve Management Plan

MANSFIELD LAND MANAGEMENT PLAN FOR PARK, RECREATION, OR OPEN SPACE PROPERTY

NAME OF PROPERTY: Mansfield Preserve.

LOCATION OF PROPERTY: Frontage on Gurley Road, Birch Drive and Main Street
MAP/BLOCK/LOT :
Smith Revocable Trust 10.43.35-1 28.76 acres
Mansfield Heights Subdivision 10.43.12 1.6 acres
Total 30.36-acres

PUBLIC ACCESS: Allowed, passive recreation only.

PROPERTY CLASSIFICATION: Open Space Preserve

PURCHASE INFORMATION:

Smith Revocable Trust: 28.76 acres for \$90,000 on 5/22/1996 from Open Space Fund.
Mansfield Heights Subdivision: 1.6 acres for \$1.00 on 9/27/1967

AGENCIES THAT HELPED PREPARE MANAGEMENT PLAN: Staff, Parks Advisory
Committee, Open Space Preservation Committee

DATE MANAGEMENT PLAN WAS PREPARED: November 2007

REVISION DATES:

DATE OF TOWN COUNCIL APPROVAL:

COMMITTEE REVIEW DATE: PAC to review biannually

Last revised on: 3/19/2009

OVERVIEW

Mansfield Preserve is a 30-acre parcel with frontage on Gurley Road, Birch Drive, and Main Street. The property is primarily wooded and contains a portion of Bundy Brook and an approximately 4-acre agricultural field, currently in hay production and leased to a local farmer. There are remains of the former Bundy Homestead. The Chipmunk Trail runs through the eastern portion of the property connecting Joshua's Trust's Gurleyville Gristmill to UConn's Fenton River Forest Tract.

MANAGEMENT GOALS

A. Recreational

Maintain trail system in conjunction with Connecticut Forest and Parks Association.

B. Ecological

Maintain riparian buffer along Bundy Brook.

C. Agricultural

Encourage sustainable agricultural practices on the agricultural field.

D. Historical

Encourage interpretation of Bundy Homestead. Cooperate with Mansfield Historical Society and Joshua's Trust to preserve historical artifacts on the property.

INVENTORY

A. Notable Physical Characteristics

The northwestern portion of Mansfield Preserve contains a steeply sloping hemlock forest. The center of the property contains an approximately 4-acre agricultural field currently in hay production and leased to a local farmer. The eastern portion of the site contains a swampy area with an adjacent esker. Bundy Brook is located in the southern part of the forest. A mature stand of pines and other interesting vegetation is located along the Northern side of Bundy Brook.

B. Notable Special Features

Mansfield Preserve contains approximately 0.25 miles of the Chipmunk Trail, which connects Joshua's Trust's Gurleyville Gristmill to UConn's Fenton River Forest Tract. The main entrance to the property is off of Gurley Road, where there is adequate parking. The former Bundy Homestead site is located in the southwest corner of the site and contains foundations, a root cellar and stone walls.

C. Notable Concerns

Last revised on: 3/19/2009

Monitor the Bundy homestead area for debris. Obtain permanent easement for access to the field by farmer and for land management. The site contains steep slopes. Thus, trail should be planned to minimize erosion.

MANAGEMENT

A. Preparation

1. Develop, purchase and install appropriate preserve signage
2. Install boundary markers and signs as needed
3. Mark existing pedestrian trail leading out to Holly Drive (Torrey Trail).

B. Maintenance

1. Maintain trailheads and trails in conjunction with Connecticut Forest and Parks Association, which maintains the Chipmunk Trail.

C. Ecological Management

1. Prepare a natural resources inventory.
2. Based on the natural resource inventory, determine how to encourage native plant and animal communities and to control invasive plants.

D. Enhancements

1. Encourage public participation by recruiting and training a volunteer steward
2. Solicit educational and research use
3. Create an interpretive trail guide

E. Monitoring

1. Staff and/or volunteer annually monitor entrances, trails, and boundaries
2. Staff and/or volunteer annually update and review the management schedule

ATTACHMENTS

- Attachment 1 Aerial Photo
- Attachment 2 Trail Map
- Attachment 3 Bundy Preserve Abutters List
- Attachment 4 Fiscal Notes
- Attachment 5 Property Deeds

Last revised on: 3/19/2009

Appendix D
Non-Native Invasive Species Policy

Non-Native Invasive Species Policy- Adopted on the Staff level after briefing the Town Council at their 11/22/04 meeting.

To properly address non-native invasive species, use the resources available in the already established academic invasives community, and ultimately define the Town role, the Town enacted the following invasives policy:

The Town of Mansfield recognizes that the spread of invasive plants and animals is a serious environmental problem threatening our local natural ecosystems. Therefore, in the Town's continuing effort to preserve, restore, and protect native plant and animal communities of Mansfield, we establish this policy for invasives control.

- Include the development and implementation of an invasives control plan in Town properties' land management plans.
- Train staff and volunteers in control methods, and apply to selected sites.
- Educate residents about the invasives problem.
- Work with other groups concerned with invasives control.

Are you concerned about non-native invasive species such as Asiatic bittersweet, burning bush, multiflora rose, autumn olive, Russian olive and others? There are several excellent sources of information available through the Connecticut Invasive Plant Working Group (CIWPG), Invasive Plant Atlas of New England (IPANE), Natural Resources Conservation Service (NRCS).

Attachment E
Conservation Easement Abstract
Conservation Easement Monitoring/Inspection Form

Mansfield Conservation Easement Abstract

Location of Easement (address): _____

Name of Property: _____

Subdivision (if applicable): _____

Original Grantor: _____

Assessor's Map: _____ Block: _____ Lot: _____

Date Easement filed on Land Record: _____

Size of Easement: _____

Current owner(s) (attach listing of all owners address and phone): _____

Method of Identifying Easement area (iron pins, medallions): _____

General Description of Easement area (special features, existing structures, roads, etc.):

Nature of Easement restrictions (notation of unique or special conditions): _____

Attachments (check all the apply)

- _____ Copy of Conservation Easement document
- _____ Survey Plan/Subdivision map
- _____ Topographic map with Easement boundaries
- _____ Aerial Photo
- _____ Photos with associated map/sketch indicating location and direction of photos
- _____ Record of ownership/property transfers
- _____ Monitoring Inspection Reports
- _____ Other (please describe)

Mansfield Conservation Easement Monitoring/Inspection Report

Location (address): _____

Name of property/subdivision: _____

Local contact/resident (as appropriate): _____

Monitoring visit notification:

Date letter was sent to owner/local contact: _____

Date/time of follow-up phone call: _____

Description of current land use abutting easement area: _____

Easement boundaries/markers (are boundaries present and visible): _____

Descriptions of observed human or natural alterations or encroachments to the
conservation area _____

Observations/Comments (List any potential problems/general condition of easement):

To the best of your knowledge and observation, are the terms/conditions of the
Conservation Easement being complied with? (please describe) _____

Method/nature of inspection (personal visit, aerial, walked boundaries/spot-check interior, etc.): _____

Date and Time of Inspection): _____

List all persons attending inspection (owner and others): _____

Monitor's name: _____

Monitor's signature: _____

Owner's/local contact's name and signature (where possible):

Attached support data (please describe) (i.e. photos, aerial photos, maps/illustrations/sketches, other): _____

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