



TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, April 12, 2004
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.
AGENDA

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EXECUTIVE SESSION

REGULAR MEETING-MANSFIELD TOWN COUNCIL-MARCH 22, 2004

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building. This meeting followed a reception for retiring Council member Mr. Bruce Bellm.

I. ROLL CALL

Present: Bellm, Blair, Clouette, Haddad, Hawkins, Paterson, Paulhus, Schaefer, Thorkelson

II. APPROVAL OF MINUTES

Mr. Haddad moved and Mr. Paulhus seconded to approve the minutes of March 8, 2004 as corrected. The name of Mr. Bruce Bellm was added to "Resignation from Mansfield Town Council"

So passed unanimously.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Ms. Helen Koehn, 83 Separatist Road, requested that after the Presentation by Richard Miller, Director of Environmental Policy at the University of Connecticut, the public be allowed to ask questions or comment on the presentation.

By consensus the Town Council agreed.

Mr. Chip Gordon asked that the Council place on the agenda for future discussion the salute the flag of the United States prior to Council meetings.

IV. OLD BUSINESS

1. University Spring Weekend

No comment.

V. NEW BUSINESS

2. Presentation by Richard Miller, University of Connecticut

Mr. Richard A. Miller, Director of Environmental Policy at the University of Connecticut, presented a power point program on the University's Environmental

Policy Update. This included the Hazardous Waste Facility comparative site survey, proposed land uses for North, Main and East Campus and what the EIE Process includes.

Ms. Helen Koehn commended the Town Council on their action taken regarding the hiring of an independent consultant to assist with the water issue in the Separatist Road neighborhood. She hoped that the Council would be aware of future concerns of University issues that may have environmental impact on the Town.

Mr. Bellm left at 8:26 p.m.

3. Proclamation Designating Municipal Clerks Week in Mansfield

Mr. Schaefer moved and Mr. Thorkelson seconded to authorize the Mayor, effective March 22, 2004, to issue the attached proclamation designating the week of May 2 through May 8, 2004, as Municipal Clerks Week in the Town of Mansfield.

So passed unanimously.

4. Fair Housing Policy

Mr. Thorkelson moved, effective March 22, 2004, and seconded by Mr. Hawkins, to re-endorse the Town of Mansfield's existing Fair Housing Policy.

So passed unanimously.

5. Proclamation Designating April as Fair Housing Month in Mansfield

Mr. Schaefer moved, effective March 22, 2004, to designate the month of April as Fair Housing Month in Mansfield and to authorize the mayor to issue the proclamation as presented by Town staff. Seconded by Mr. Clouette.

Wording on proclamation should be changed from collaborates to cooperative.

So passed unanimously, with wording changed.

6. Quinebaug-Shetucket Heritage Corridor-2004 Partnership Grant Program

Mr. Schaefer moved, effective March 22, 2004, to authorize town staff to submit a grant application in the amount of \$5,250 to the Quinebaug-Shetucket Heritage Corridor, Inc to provide funding for a welcome sign and landscaping project at the Four Corners area in Mansfield, and to process any related grant paperwork. Seconded by Mr. Hawkins.

So passed unanimously.

TOWN OF MANSFIELD

FAIR HOUSING POLICY STATEMENT

It is both the policy and strong commitment of the Town of Mansfield to promote Fair Housing opportunities in all its programs and housing development activities and to take affirmative action through education and implementation to ensure equal housing opportunities for all persons and families.

The Town of Mansfield will take affirmative action to ensure that all tenants, applicants, residents are treated fairly without regard to their race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, learning disability, mental or physical disability, including but not limited to blindness, age, individuals with children or lawful source of income.

The Town of Mansfield will continue to make a good faith effort to comply with all Federal and State laws and policies which speak to fair housing practices.

It is the policy of the Town of Mansfield that all Housing related personnel be trained and educated in the principles of Fair Housing and Equal Opportunity so that Equal Housing Opportunity may be available to all qualified applicants.

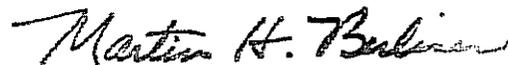
This Fair Housing Policy Statement reaffirms our personal commitment to the principles of fair housing and equal opportunity housing practices.

The Fair Housing Officer, Kevin Grunwald, or their designated representative is responsible for the enforcement and implementation of the Fair Housing Regulations/Plan and the enforcement of this policy. The Fair Housing Officer may be reached at (860) 429-3314.

Complaint(s) pertaining to discrimination in any program funded by the Town of Mansfield may be filed with the Fair Housing Officer. The Town's Grievance Procedure will be utilized in this case(s).

Complaints also may be filed with the Commission on Human Rights and Opportunity, 21 Grand Street, Hartford, CT 06106.

TOWN OF MANSFIELD



Martin H. Berliner
Town Manager

03/23/04
Date



**Town of Mansfield
Proclamation**

**Designating the Month of April as Fair Housing Month in the Town of
Mansfield**

WHEREAS, the month of April is National Fair Housing Month; and

WHEREAS, the Town of Mansfield, Connecticut is steadfast in its long public commitment to the promotion of fair housing in the community; and

WHEREAS, the Town of Mansfield, Connecticut continues to be represented on the Windham Regional Fair Housing Task Force, which initiates actions and cooperates with housing related organizations in the promotion of the awareness of and compliance with Fair Housing Laws; and

WHEREAS, the Town of Mansfield takes this opportunity to focus attention on the importance of fair housing by declaring April to be Fair Housing Month in Mansfield;

NOW, THEREFORE, I, Mayor Elizabeth Paterson, on behalf of the Town Council and the citizens of Mansfield officially proclaim the month of April as Fair Housing Month in the Town of Mansfield.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Mansfield to be affixed on this 22nd day of March in the year 2004.

Elizabeth C. Paterson

Elizabeth C. Paterson
Mayor, Town of Mansfield
March 22, 2004



*Town of Mansfield
Proclamation
Designating Municipal Clerks Week in Mansfield*

Whereas, the Office of the Municipal Clerk, is a time honored and vital part of local government exists throughout the world; and

Whereas, the Office of the Municipal Clerk provides a professional link between the citizens, the local government bodies and agencies of government at other levels; and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

Now, Therefore, I, Elizabeth C. Patterson, Mayor of the Town of Mansfield, on behalf of the Town Council and the citizens of Mansfield do recognize the week of May 2 through May 8, 2004 as Municipal Clerks Week in the Town of Mansfield, and further extend appreciation to our Town Clerk, Joan Gerdson, our Assistant Town Clerks, Christine Hawthorne and Sharon Tyler, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Elizabeth C. Patterson

Elizabeth C. Paterson
Mayor, Town of Mansfield
March 22, 2004

7. Department of Environmental Protection Aquifer Protection Regulations-
Designation of Mansfield Aquifer Protection Agency.

Town Planner, Mr. Gregory Padick, discussed the recently adopted Aquifer Protection Land Use Regulations and the need to designate a municipal aquifer protection agency.

The Town Council took no formal action, however town staff will work on an appropriate draft of an ordinance to designate Mansfield's Aquifer Protection Agency and return the draft to the Council for review and approval.

8. Maple Road Reconstruction-Construction Agreement

Mr. Hawkins moved that the acceptance of the following resolution: Resolved, effective march 22, 2004 that Martin H. Berliner, Town Manager, be, and hereby is authorized to sign the agreement entitled "Agreement Between the State of Connecticut and the Town of Mansfield for the Construction, Inspection and Maintenance of Maple Road Utilizing Federal Funds under the Urban Component of the Surface Transportation Program". Seconded by Mr. Paulhus.

So passed. Ms. Blair and Mr. Thorkelson abstained.

9. Status Report on Pending Claims and Litigation

Town Manager discussed the summary. No action necessary.

10. Separatist Road Bikeway Project

Mr. Haddad moved that effective March 22, 2004, to schedule a public hearing for 7:30 p.m. at the Town Council's regular meeting on April 12, 2004 to solicit public comment on the Separatist Road Bikeway/Walkway Project.

Seconded by Thorkelson.

Motion so passed unanimously.

VI. QUARTERLY REPORTS

VII. DEPARTMENTAL REPORTS

VIII. REPORTS OF COUNCIL COMMITTEES

IX. REPORTS OF COUNCIL MEMBERS

Mayor Paterson reported that she attended the ceremony giving grant funding to the State Fire School in Willimantic. She complimented Council member Mr. Hawkins on his work to see this project being implemented.

Mayor Paterson attended the ribbon cutting ceremony for the new restaurant "Capital Lunch" which is in the Holiday Mall on Rte. 195.

The Mayor handed out awards at the Special Olympics and expressed how wonderful her experience had been at the event.

Mr. Clouette attended the Town Gown Committee and heard an update on UConn projects and on the police plans for Spring Weekend.

Mr. Thorkelson reported on the Downtown Partnership subcommittee on Planning and Design. He will not continue on the Downtown Partnership in May due to schedule conflicts.

X. TOWN MANAGER'S REPORT

Town Manager handed out a revised budget schedule and on April 7, the meeting will be in the Community Center.

Town Manager has the information on the Skate Board Park, which was discussed in 2001:

University students are concerned over the Lottery process to get on campus housing. Rental housing in Mansfield will be full this fall.

Town Planner, Mr. Gregory Padick discussed the 3/10/2004 draft of proposed revisions to the Zoning regulations regarding architectural and design standards.

XI. FUTURE AGENDAS

Pledge of Allegiance at Town Council meetings.

XII. PETITIONS, REQUESTS AND COMMUNICATIONS

11. Mansfield Board of Education-Proposed 2004-2005 Budget
12. D.Dagon re: Assistance to Firefighters Grant 2003 Award
13. Mansfield Planning and Zoning commission Application
Referral -Proposed Revisions to Various Sections of Zoning and Subdivision Regulations
14. L. Hultgren re: Transfer Station Sticker Programs
15. National League of Cities re: Mansfield's Participation in The Freddie Mac Foundation Early Childhood Challenge
16. M. Berliner re: J. Krisch Appointment to Social Services Advisory Committee

17. M. Berliner re: Communications with Outside Agencies
18. Mansfield Conservation Commission re: Department of Environmental Protection's
Aquifer Mapping Regulations
19. G.Padick re: Windham Water Works, Water Supply Plan Update
20. National League of Cities-2004 City Lobby Day
21. FY 2004/05 Budget Review Calendar

XIII. EXECUTIVE SESSION

At 9:15 p.m. Mr. Haddad moved and Ms. Blair seconded to go into executive session after a short break, with the Town Manager and Assistant Town Manager to discuss collective bargaining.

So passed unanimously.

At 9:25 p.m. the Council went into executive session

At 9:42 Mr. Haddad moved and Ms. Blair seconded to come out of executive session.

So passed unanimously.

XIV. ADJOURNMENT

At 9:43 p.m. Mr. Thorkelson moved and Mr. Paulhus seconded to adjourn the Town Council Meeting.

So passed unanimously.

Elizabeth C. Paterson, Mayor

Joan E. Gerdsen, Town Clerk

LEGAL NOTICE
PUBLIC HEARING
MANSFIELD TOWN COUNCIL
FY 2004-2005 BUDGET

April 12, 2004

The Mansfield Town Council will hold a Public Hearing on the proposed FY 2004-2005 Budget at 7:30 p.m. immediately following the public hearing on the Separatist Road Bikeway/Walkway. This Hearing will be held in the Council Chamber of the Audrey P. Beck Municipal Building, April 12, 2004.

At this hearing persons may be heard and written communication received.

Dated at Mansfield, Connecticut, this 31st day of March 2004.

Joan E. Gerdson
Town Clerk

Matthew W. Hart

From: Joan E. Gerdson
Sent: Thursday, April 01, 2004 10:53 AM
To: Matthew W. Hart
Subject: RE: Council meeting of April 12

Yes, he said OK Plus we have another public hearing the Bikeway. Here's the schedule-6-7:30 budget. 7:30 Public Hearing on Bikeway and Public Hearing on Budget at beginning of regular meeting.

-----Original Message-----

From: Matthew W. Hart
Sent: Thursday, April 01, 2004 8:48 AM
To: Joan E. Gerdson
Subject: RE: Council meeting of April 12

Did Marty respond?

Matt

-----Original Message-----

From: Joan E. Gerdson
Sent: Tuesday, March 30, 2004 3:26 PM
To: Martin H. Berliner
Cc: Matthew W. Hart
Subject: Council meeting of April 12

I need to place an ad in paper for the Public Hearing for April 12 meeting. I assume the meeting will be: 6:00 p.m. Special Meeting for the budget to 7:30 p.m. and then the regular meeting at 7:30 p.m. with the Public Hearing on the Budget as the #1 item on that agenda. Is this correct?

LEGAL NOTICE
TOWN OF MANSFIELD

PUBLIC HEARING-SEPARATIST ROAD BIKEWAY/WALKWAY

The Mansfield Town Council will hold a public hearing on April 12, 2004 at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building to hear public comment on the Separatist Road Bikeway/Walkway Project. Copies of said project plans are available in the Engineering Office in the Mansfield Town Office Building.

Dated at Mansfield, Connecticut, this 23rd day of March, 2004

Joan E. Gerdson
Mansfield Town Clerk

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**Town of Mansfield
Agenda Item Summary**

To: Town Council *Martin H. Berliner*
From: Martin H. Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: April 12, 2004
Re: Issues Regarding the UConn Landfill Including the UConn Consent Order,
Public Participation Relative to the Consent Order and Well Testing (Item #1,
02-09-04 Agenda)

Subject Matter/Background

Attached please find new correspondence concerning the UConn landfill. At present, the Town Council is not required to take any action on this item.

Financial Impact

Not Applicable

Legal Review

Not Applicable

Recommendation

Not Applicable

Attachments

1) Quarterly Status Report from University of Connecticut

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University of Connecticut
Division of Business and Administration

Architectural and
Engineering Services

REC'D MAR 31 2004

March 31, 2004

Raymond L. Frigon, Jr.
Environmental Analyst
State of Connecticut, Department of Environmental Protection
Waste Management Bureau/PERD
79 Elm Street
Hartford, CT 06106-5127

**RE: CONSENT ORDER #SRD 101, STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION (CTDEP)
QUARTERLY PROGRESS REPORT – JANUARY, FEBRUARY, MARCH 2004
UNIVERSITY OF CONNECTICUT LANDFILL, STORRS, CT
PROJECT # 900748**

Dear Mr. Frigon:

The University of Connecticut (UConn) is issuing this Quarterly Progress Report to the Connecticut Department of Environmental Protection (CTDEP). Project progress is discussed for the following topics:

- UConn Landfill Closure
- Update on Extension of Water Service - Meadowood and North Eagleville Road
- UConn F-Lot Landfill Closure
- UConn Landfill Interim Monitoring Program
- Remedial Action Plan Implementation, Landfill and Former Chemical Pits
- Closure Schedule Following CTDEP Approvals
- Hydrogeologic Investigation – UConn Landfill Project
- Long-Term Monitoring Plan
- Technical Review Sessions
- Technical Review Session Information
- UConn's Technical Consultants - Hydrogeologic Team
- Discussion on Activities Completed in January 2004
- Discussion on Activities Completed in February 2004
- Discussion on Activities Completed in March 2004
- Schedule for Compliance (Revision No. 3)
- Listing of Project Contacts
- Reports
- Certification
- Photographs

An Equal Opportunity Employer

**CTDEP Consent Order
Quarterly Progress Report – January, February, March 2004
March 31, 2004**

The following actions undertaken or completed during this period comprise of the following:

UConn Landfill Closure

Project Status Background

On June 26, 1998, the CTDEP issued a Consent Order to UConn. The order requires UConn to thoroughly evaluate the nature and extent of soil, surface water and groundwater pollution emanating from the UConn landfill, former chemical pits and an ash disposal site known as F-Lot. The order also requires UConn to propose and implement remedial actions necessary to abate the pollution. The Comprehensive Hydrogeologic Report and Remedial Action Plan have been submitted to CTDEP. UConn released the Draft Final Comprehensive Hydrogeologic Investigation Report and Remedial Action Plan for the UConn Landfill for public view on January 20, 2003. Copies of the eight-volume report, comments from reviewers (CTDEP, United States Environmental Protection Agency - USEPA, and the Town of Mansfield) and a summary fact sheet are available in the research section of the Mansfield Public Library, in the Town Manager's Office, at University Communications and at the CTDEP in Hartford.

Narrative Report -Nature of Construction

The project consists of capping of the former UConn landfill and former chemical pits area. Paved parking areas are planned on the top, relatively flat portion of the landfill. Drainage from the parking areas will be managed by a proposed stormwater drainage system. Leachate interceptor trenches are proposed to the north and south of the landfill to intercept leachate-contaminated groundwater that would otherwise discharge to adjacent streams and wetlands. Contaminated sediments will be remediated by excavation, dewatering and placement of sediments in the landfill prior to final grading and capping. Excavation, filling and construction activities will be required along the perimeter of the landfill to consolidate landfill refuse that was disposed of in areas now comprised of wetlands. The closure of the UConn landfill and former chemical pits is an integrated approach designed to manage contaminated sediments and solid waste through consolidation and capping, and collect leachate-contaminated groundwater to prevent discharge to waters of the State of Connecticut.

Permit Applications

ACOE NE: As part of the U.S. Army Corps of Engineers New England District (ACOE NE) Individual Permit Application for the Closure Plan for the UConn Landfill and Former Chemical Pits, a vernal pool survey was completed within a 600-foot radius of the UConn Landfill in Storrs, CT. Vernal pools are considered "special wetlands" under ACOE NE Programmatic Permit for Connecticut. On July 15, 2003, the ACOE NE published a Public Notice regarding UConn's request for a permit under Section 404 of the Federal Clean Water Act. A wetland mitigation plan has been prepared in response to comments received from the Corps of Engineers on the federal wetland permit application (Letter C. Rose to J. Kastrinos, October 30, 2003). The mitigation plan addresses restoration of federally regulated wetlands disturbed during the remediation project construction and other mitigation for wetlands that will be permanently lost due to the project. It also addresses implementation of the restoration plan, including topsoil requirements, plantings, and control of invasive species.

Haley & Aldrich and Mason & Associates are beginning the preparation of a detailed Mitigation/Restoration Plan and preparing for an on-site meeting with the COA and with EPA.

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CTDEP: On September 12, 2003, Permit Application Transmittal Forms for the UConn Landfill Project Number 900748 were submitted to CTDEP for Water Discharge to Sanitary Sewer, Inland Wetlands and Watercourses, Inland 401 Water Quality Certification, and Flood Management Certification permits. On November 6, 2003, UConn submitted the Permit Application Transmittal Forms to CTDEP for the Discharge of Groundwater Remediation Wastewater to a Sanitary Sewer. A December 3, 2003, transmittal from Haley & Aldrich to CTDEP provided responses to comments by CTDEP on the ACOE NE Application No. WQC 200302988, IW-2003-112, FM-2003-205.

Conditional Approval Letter Received

A Conditional Approval Letter dated June 5, 2003, regarding the Comprehensive Hydrogeologic Report and Remedial Action Plan, was issued by CTDEP to UConn. CTDEP approved the Plan, which includes the following elements:

- Landfill regrading
- Installation of a final cover over the landfill and former chemical pits
- Elimination of leachate seeps
- Regrading and capping of the chemical pit area
- Establishing a vegetative cover
- Plan for post-closure maintenance
- Long-term program for monitoring groundwater and surface water quality
- Schedule for implementing the work.

Closure Plan

On August 4, 2003, the Closure Plan report was submitted to CTDEP, Town of Mansfield, Eastern Highlands Health District (EHHD), and the USEPA. The plan describes how the Remedial Action Plan will be implemented to close the UConn landfill, former chemical pits and F-Lot disposal site. Elements of the closure plan included:

- Site preparation, limited waste relocation, compaction and subgrade preparation and capping
- Landfill cap construction, which includes a gas collection layer, low permeability layer and protective cover/drainage layer
- Construction and operation of a gas collection system to manage methane gas emissions from the landfill and prevent uncontrolled migration
- Collection of a leachate collection system
- Construction and operation of a storm water management system
- Development of a comprehensive post closure maintenance and monitoring program
- Development of the former chemical pits area as green space
- Use of the landfill and F-Lot site as parking lots

On January 22, 2004, the revised Closure Plan report was submitted to CTDEP, Town of Mansfield, EHHD, and the USEPA. The closure plan sets aside areas for a number of activities to take place, including soil processing and stockpiling, room for storing materials and equipment, and soil and waste removal areas. UConn's construction management firm will have to comply with odor, noise, dust and other controls, including keeping any relocated waste covered. The contractor will also build a construction fence around the site for security. The first steps in closing the landfill will focus on removing sediments and consolidating waste.

**CTDEP Consent Order
Quarterly Progress Report – January, February, March 2004
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Intended Sequence of Operations

The following is a sequential list of the proposed operations:

- Mobilization, Site Preparation, and Stormwater/Erosion Control
- Staging of field offices and related equipment
- Security fencing
- Construction of service roads
- Contaminated Sediment Removal and Relocation
- Waste Consolidation
- LIT Construction
- Installation of Pre-Cast Concrete Buildings
- Land reshaping and grading
- Cover System Installation
- Road and Parking Lot Construction
- Project Completion, Demobilization and Closeout

Area of Disturbance

Approximately 2.58 acres of wetland will be disturbed by landfill closure and removal of contaminated sediment north and south of the landfill. Approximately 1.39 acres of wetland will be permanently filled during the project.

Private Property Access

UConn had previously requested access to property described on Town of Mansfield, CT Assessor's Map 15, Block 23, Parcel #7. Request to the property owner was made again in October 2003 by UConn to remediate sediments, continue to collect samples, to install wells, and to purchase parcel. A landowner response has been received by UConn to remediate sediments, continue to collect samples, and to install wells.

Interim Monitoring Program Update

The Interim Monitoring Program Report will follow the initiation of Round #13 IMP Sampling and will be distributed to CTDEP and others.

Update on Extension of Water Service - Meadowood and North Eagleville Road

CTDEP Conditional Approval

The CTDEP Conditional Approval letter required UConn to offer several residences the opportunity (see table that follows) to be connected to UConn's water supply. UConn authorized Lenard Engineering, Inc. to conduct surveying, review existing property information, and to accomplish the design of the water main and services for these residences. UConn has notified owners at these properties of the CTDEP requirements and has requested owner approval to install a service connection and abandon the existing well. The table that follows notes to which residences an offer was made and the responses by property owners received to date.

**CTDEP Consent Order
 Quarterly Progress Report – January, February, March 2004
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Table 1 Offer to Connect to UConn Water System and Well Abandonment Responses

<u>Address</u>	<u>Offer to Connect</u>	<u>Well Abandonment</u>
10 Meadowood Road	Accepted	Accepted
11 Meadowood Road	Accepted	Accepted
21 Meadowood Road	Accepted	Accepted
22 Meadowood Road	Rejected	Rejected
28 Meadowood Road	Accepted	Accepted
213 North Eagleville Road	Accepted	Accepted
219 North Eagleville Road	Accepted	Accepted

Tentative Schedule for the Design, Approval, and Construction for Extension of Water Service

- Bid Results for: North Eagleville and Meadowood Roads Water Main Extension, Project MAC-BI-901004, MCC Construction @ \$150,872.45
- Awarded contract – January 2004

Since UConn awarded a contract, construction will be scheduled for Spring 2004.

- Review of contractor's submittals - March 2004
- Start construction - April 1, 2004
- End construction - August 1, 2004

UConn F-Lot Landfill Closure

UConn F-Lot Landfill Closure work completed included pavement removal, filling and compacting to grade, electrical system installation, installation of geotextile and 40-mil liner materials, and three inches of asphalt paving.

UConn Landfill Interim Monitoring Program (IMP)

IMP sampling continued during this period. Thirty-one monitoring wells were identified and are being sampled in this current program, consisting of seven monitoring wells for shallow groundwater, five locations for surface water, and nineteen active residential water supply wells. Sampling, as part of the IMP, will continue until the Long-Term Monitoring Program (LTMP) is initiated in 2004. CTDEP has requested UConn to sample residences on Meadowood and Separatist Roads utilizing a State-certified laboratory.

Remedial Action Plan Implementation, Landfill and Former Chemical Pits

UConn accepted Pre-Qualification Applications on March 31, 2003, from Construction Management firms for the following Project: Remedial Action Plan Implementation, Landfill and Former Chemical Pits, UConn Project Number 900748. UConn is evaluating the Construction Management firms' information.

Project Objective: UConn plans to award a Construction Manager firm an at-risk contract with a Guaranteed Maximum Price (GMP) with separately negotiated pre-construction services. The selection process will include, but not be limited to, a firm's proven performance to manage large projects of

CTDEP Consent Order
Quarterly Progress Report – January, February, March 2004
March 31, 2004

similar scope and complexity and deliver it on time and within budget. The Management team and its key staff members to be assigned to the project are expected to be of the highest caliber, possess technical excellence and share UConn's utmost concern with maintaining schedule compliance. The firms who are pre-qualified will be provided with available materials and given a tour of the site and brief presentation of the complexities of the project.

After pre-qualification, each pre-qualified firm will be asked to respond to a Request for Proposal by providing information relative to such items as project staffing, schedule compliance, project controls, construction plan, fee for construction management services, general conditions costs and fee for pre-construction services, including producing estimates based on existing design schedules. A combination of technical qualifications, possible oral presentation, and fees will be considered in the final selection process. The GMP will be negotiated during the contract document phase of project development.

Request for Proposal packages are currently being assembled by Haley & Aldrich, but final drawings and specifications are dependent on USCOE and CTDEP permit requirements. The packages to be sent pre-qualified project management firms will include:

- UConn General Conditions
- Technical Specifications (latest sets with revisions)
- Drawings (latest sets with revisions)
- Closure Plan
- Boring/Well Information
- Soil/Groundwater/Sediment quality data
- Earthwork Quantities
- Schedule
- Permit Information (Army Corps & CTDEP)
- Other Information

Closure Schedule Following CTDEP Approvals

- Preparation of Bid Documents Weeks 1-4
- Hire Project Construction Management Weeks 2-3
- Review Contractor Submittals Weeks 3-11
- Mobilization, Site Preparation, and Stormwater/Erosion Control Weeks 11-16
- Contaminated Sediment Removal and Relocation Weeks 17-22
- Waste Consolidation Weeks 23-34
- Construction of the leachate interceptor trenches (LITs) Weeks 35-40
- Land Reshaping and Grading Weeks 38-42
- Cover System Installation Weeks 43-49
- Road and Parking Lot Construction Weeks 38-50
- Project Completion, Demobilization and Closeout - Installation of Monitoring Wells Weeks 51-54
- Preparation of closure certification report Weeks 55-58

Hydrogeologic Investigation – UConn Landfill Project

Phoenix Environmental Laboratories, Inc. (Phoenix) is located in Manchester, CT, and is an independent State-certified laboratory (<http://www.phoenixlabs.com/Profile.html>).

Long-Term Monitoring Plan (LTMP)

A multi-year plan will continue sampling of soil gas, surface water, shallow monitoring wells and bedrock wells in the study area and several adjacent private properties to monitor water quality and

**CTDEP Consent Order
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protect human health and the environment. The results will be reported to CTDEP and property owners and evaluated on a long-term basis.

The CTDEP Conditional Approval letter call for the following Mansfield residences to be included in the LTMP:

- | | | |
|---------------------|-----------------------|-----------------------|
| ▪ 38 Meadowood Road | ▪ 65 Meadowood Road | ▪ 206 Separatist Road |
| ▪ 41 Meadowood Road | ▪ 202 Separatist Road | ▪ 211 Separatist Road |

Technical Review Sessions

Public involvement principles are summarized as follows:

- Public involvement includes the promise that the public's contribution can influence decisions.
- The process must be periodically updated to ensure that it is effective in facilitating these principles.
- The process provides participants a way to define how they want to be involved and participate.
- The process supplies participants with information they need in order to participate in a meaningful way.
- The public involvement process seeks out and facilitates the involvement of all those potentially affected.

The specific goals of public involvement at the UConn Landfill Project are:

- To design a process for public involvement that can be fully implemented and is consistent with available time and resources of the sponsoring agencies and other key parties.
- To encourage the broadest possible involvement by the public in all aspects of the site investigation, environmental monitoring programs, and cleanup at the UConn landfill.
- To ensure that information is easily accessible and is as clear as possible to the interested public.
- To ensure the development and dissemination of accurate, comprehensive information about all aspects of the site investigation, environmental monitoring programs, and cleanup, including timely information on potential risks posed by the landfill.
- To provide specific procedures for consideration and incorporation of relevant public comments and concerns in key site investigations, environmental monitoring programs, and cleanup decisions.

Technical Review Session Information

General

To summarize, the public involvement process is being utilized to provide public involvement in the CTDEP decision-making process regarding the investigation, environmental monitoring programs, and potential cleanup of the site

Public Availability Review Session

There were no public availability sessions held during this reporting period.

UConn Project Web Site

UConn announced in Spring 2003 that a new web site would provide up-to-date information on the UConn Landfill Remediation Project. The web site was created in response to comments made by the public during public involvement review. The site's Internet address is <http://www.landfillproject.UConn.edu>. The web site includes a description of the project, timeline, project contacts and list of places to find documents, copies of recent notices, releases and publications that site visitors can download a project map, and links to other sites, such as the CTDEP.

UConn's Technical Consultants - Hydrogeologic Team

Haley & Aldrich: Haley & Aldrich have completed fieldwork for the IMP and monitoring well samplings. Work also included technical input. Continued review of permitting and design work comments for landfill and former chemical pits remediation based on draft Remedial Action Plan. Consultant submitted Closure Plan and Permit applications to CTDEP.

Mitretek Systems: Mitretek's work included meeting attendance and input, technical review of data, fieldwork and coordination with the hydrogeologic team. Consultant assisted in the preparation of the Comprehensive Hydrogeologic Report and Remedial Action Plan, as well as public meeting preparation. Continued review of permitting and design work comments for landfill and former chemical pits remediation based on draft Remedial Action Plan. Reviewed *UConn Update*, Responses to Comments on the Comprehensive Hydrogeologic Investigation Report and RAP, and various other responses to regulatory comments on permit applications.

United States Geologic Survey: The USGS work tasks included Final Supplemental Hydrogeologic Investigation Scope of Work contribution and reviews. The USGS interpreted surface geophysical survey data, conducting and interpreting borehole geophysical surveys and collecting bedrock ground-water level information. The USGS was also involved in hydrogeologic data assessment and evaluation. Consultant assisted in the preparation of the Comprehensive Hydrogeologic Report and Remedial Action Plan, as well as public meeting preparation.

Environmental Research Institute: ERI's work tasks included Final Supplemental Hydrogeologic Investigation Scope of Work contribution and reviews. ERI is conducting limited sample analyses as part of the UConn Landfill project and IMP. ERI has completed groundwater profiling and soil gas surveys, along with public meeting preparation.

Phoenix Environmental Laboratories, Inc.: Phoenix is conducting sample analyses as part of the UConn Landfill project and IMP.

Epona Associates, LLC: As subcontractor to Haley & Aldrich, Epona provided professional risk assessment services as well as meeting attendance and technical input. This consultant was involved in data assessment and data evaluation plus coordinating ecological sampling and risk assessment issues. Consultant assisted in the preparation of the Comprehensive Hydrogeologic Report and Remedial Action Plan.

Regina Villa Associates: RVA is the community information specialist. RVA continues to produce and distribute the *UConn Update*. Work also included the integration of review comments and assistance with public involvement as well as public meeting preparation.

Discussion on Activities Completed in January 2004

UConn:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on draft Remedial Action Plan (RAP)
- Evaluation of Construction Management firms for RAP Implementation
- Received forms from property owner on Hunting Lodge Road Property, Town of Mansfield, CT Assessor's Map 15, Block 23, Parcel #7.
- UConn complied with the sampling of residences on Meadowood and Separatist Roads utilizing a state certified laboratory.
- Responses to Comments on the Comprehensive Hydrogeologic Investigation Report and RAP, various other responses to regulatory comments on permit applications

Haley & Aldrich:

- Submitted IMP Round 12 Report to Connecticut Department of Environmental Protection (CTDEP)
- Mailed IMP sampling results to respective homeowners
- Continued design and permitting work for landfill and former chemical pits remediation based on draft RAP
- Prepared Request for Proposal packages for Construction Management firms
- Revised LTMP
- Prepared revised Closure Plan, Engineering Drawings, and Responses to CTDEP and Town of Mansfield Comments on the August 2003 Closure Plan

USGS:

- Reviewed *UConn Update*

Mitretek:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on draft RAP

ERI:

- Conducted analyses of sampling from IMP and additional residential areas

Phoenix

- Conducted analyses of sampling from IMP and additional residential areas

Epona:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on draft Remedial Action Plan

RVA:

- Continued to communicate with public and respond to public queries
- Updated project web site
- Reviewed permit submittals

**CTDEP Consent Order
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March 31, 2004**

Discussion on Activities Completed in February 2004

UConn:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on draft Remedial Action Plan (RAP)
- Evaluation of Construction Management firms for RAP Implementation
- Received forms from property owner on Hunting Lodge Road Property, Town of Mansfield, CT, Assessor's Map 15, Block 23, Parcel #7.
- UConn complied with the sampling of residences on Meadowood and Separatist Roads utilizing a state certified laboratory.
- Responses to Comments on the Comprehensive Hydrogeologic Investigation Report and RAP, various other responses to regulatory comments on permit applications.
- Attendance at UConn hydrogeologic team meeting

Haley & Aldrich:

- Continued design and permitting work for landfill and former chemical pits remediation based on RAP
- Initiated Round #13 IMP Sampling
- Attendance at UConn hydrogeologic team meeting
- Review of well abandonment program
- Prepared draft Comprehensive Hydrogeologic Investigation Report Addendum 2 (revisions in response to Town and regulatory comments)
- Completed draft analysis of comparison of ERI and Phoenix data
- Began work on detailed Wetland Mitigation Plan

USGS:

- Reviewed *UConn Update*
- Attendance at UConn hydrogeologic team meeting

Mitretek:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on RAP
- Review Comprehensive Hydrogeologic Investigation Report Addendum 2 (revisions in response to Town and regulatory comments)
- Attendance at UConn hydrogeologic team meeting
- Review of proposed well abandonment program

ERI:

- Conducted analyses of sampling from IMP and additional residential areas
- Attendance at UConn hydrogeologic team meeting

Phoenix

- Conducted analyses of sampling from IMP and additional residential areas

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Epona:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on draft Remedial Action Plan

RVA:

- Continued to communicate with public and respond to public queries
- Updated project web site
- Reviewed permit submittals
- Attendance at UConn hydrogeologic team meeting

Discussion on Activities Completed in March 2004

UConn:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on draft Remedial Action Plan (RAP)
- Evaluation of Construction Management firms for RAP Implementation
- Attended Landfill Wetlands Meeting after field visit with H&A, US Army Corps, USEPA, and CTDEP.

Haley & Aldrich:

- Continued design and permitting work for landfill and former chemical pits remediation based on RAP
- Review of Round #13 IMP Sampling information
- Continued comparison of Environmental Research Institute (ERI) and Phoenix Environmental laboratories (PEL) split samples collected in 2003.
- Review of proposed well abandonment program
- Prepared draft Comprehensive Hydrogeologic Investigation Report Addendum 2 (revisions in response to Town and regulatory comments)
- Attended Landfill Wetlands Meeting after field visit with H&A, US Army Corps, USEPA, and CTDEP.
- Continued work on detailed Wetland Mitigation Plan

USGS:

- Reviewed *UConn Update*

Mitretek:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on RAP
- Review Comprehensive Hydrogeologic Investigation Report Addendum 2 (revisions in response to Town and regulatory comments)

Phoenix

- Conducted analyses of sampling from IMP and additional residential areas

ERI:

- Conducted verification analyses of sampling from IMP

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Epona:

- Continued review of permitting and design work for landfill and former chemical pits remediation based on draft Remedial Action Plan

RVA:

- Continued to communicate with public and respond to public queries
- Drafted and produced March Update for team and key parties review. Printed and mailed Update to database
- Updated project web site with new Update and schedule information
- Reviewed permit submittals

Schedule for Compliance (Revision No. 3)

The submitted Plan for presentation and the Schedule for Compliance for Consent Order SRD-101 Hydrogeologic Investigation - University of Connecticut Landfill, F-Lot, and Chemical Pits, Storrs, CT, has been proposed for modification as follows (*completed items in italics*):

Schedule for Compliance (Revision No. 3) Hydrogeologic Investigation of UConn Landfill, F-Lot, and Former Chemical Pits, Storrs, Connecticut (<i>completed items in italics</i>) Updated March 18, 2004		
Consent Order Deliverable	Contents	Dates of Presentations and Submittals to CTDEP
<i>UConn Landfill and Former Chemical Pits — Ecological Assessment</i>	<i>Results of Ecological Assessment and Implications of the Assessment on Evaluation of Remedial Alternatives</i>	<i>January 9, 2002 (presentation completed); April 11, 2002 (interim report submitted*)</i>
<i>UConn Landfill and Former Chemical Pits — Conceptual Site Model (CSM), impact on bedrock groundwater quality</i>	<i>CSM details and supporting geophysical, hydrological, and chemical data</i>	<i>February 7, 2002 (presentation completed) April 8, 2002 (interim report submitted*)</i>
<i>Remedial alternatives for the UConn Landfill, former chemical pits, F-Lot, and contaminated ground water</i>	<i>Report will be included as the Remedial Action Plan in the Comprehensive Report</i>	<i>June 13, 2002 (presentation completed)</i>

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Schedule for Compliance (Revision No. 3) Hydrogeologic Investigation of UConn Landfill, F-Lot, and Former Chemical Pits, Storrs, Connecticut (<i>completed items in italics</i>) Updated March 18, 2004		
Consent Order Deliverable	Contents	Dates of Presentations and Submittals to CTDEP
<i>Comprehensive Hydrogeologic Report and Remedial Action Plan - integration of information in all interim reports and all previous reports</i>	<ul style="list-style-type: none"> ▪ <i>Results of Comprehensive Hydrogeologic Investigation</i> ▪ <i>Remedial Action Plan</i> ▪ <i>Long Term Monitoring Plan</i> ▪ <i>Schedule (to include public and agency review, permitting, design, and construction)</i> ▪ <i>Post-Closure</i> ▪ <i>Redevelopment Plan for the UConn Landfill and F-Lot</i> 	<p><i>August 29, 2002 (presentation**)</i></p> <p><i>October 31, 2002 (Comprehensive Report Submitted to CTDEP)</i></p>
<i>Comprehensive Final Remedial Action Plan Report</i>	<i>Release of Report and Plan for CTDEP and public review of remedial design</i>	<i>January 2003</i>
<i>Remedial Action Design to include comprehensive interpretive design of the Landfill final cap --</i>	<i>Detailed design drawings and specifications of the preferred remedial alternative(s)</i>	<p><i>A TRC Meeting was held Wednesday, June 25, 2003. Summer 2003 (Comprehensive Design Submittal)</i></p> <p><i>A public review session for the UConn landfill design took place at the Town of Mansfield council chambers at the Audrey P Beck Municipal Building, Mansfield, CT on Wednesday, September 3, 2003.</i></p>
Implement Remedial Action Plan for the UConn Landfill, former chemical pits, F-Lot and contaminated groundwater	Finalize detailed construction drawings, and specifications Develop bid packages based on approved Remedial Action Plan - Competitive Bidding Process - Select Contractor - Obtain Permits as detailed in the Remedial Action Plan Mobilization & Fieldwork	<p><i>July 2003 through April 2004. (Contractor(s) selection)</i></p> <p>REVISED ****</p>
Initiation of Construction of Approved Remedial Option	Selection of contractors and the beginning of construction of approved remedial options	<p><i>January/February/ April 2004 mobilize contractor(s) (Contingent on Construction Timetable ***)</i></p> <p>REVISED ****</p>
Initiation of Long Term Monitoring Plan (LTMP)	IMP sampling continues quarterly to this point	<p><i>January/February/March 2004</i></p> <p>REVISED ****</p>

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Schedule for Compliance (Revision No. 3) Hydrogeologic Investigation of UConn Landfill, F-Lot, and Former Chemical Pits, Storrs, Connecticut (completed items in italics)		
Updated March 18, 2004		
Consent Order Deliverable	Contents	Dates of Presentations and Submittals to CTDEP
Completion of Remedial Construction	Comprehensive final as-built drawings and closure report for the UConn Landfill, former chemical pit area.	August 2005 (Winter - Spring 2005) - Anticipated completion of construction (Contingent on Construction Timetable ***) REVISED ****
Post-Closure Monitoring	Begin post-closure monitoring program of the Remedial Action upon approval from CTDEP	August 2005 (Contingent on Construction Timetable ***) REVISED ****

Schedule for Compliance (Continued)

- * Interim reports submittals are the data packages that support the presentation accompanied by interpretive text sufficient for review. Comments received at the presentation will be addressed in the interim reports.
- ** Results will not be complete until evaluation of data from MW 208R, if permission to drill from the property owner is received.
- *** Contingent on CTDEP approvals, construction timetable based on bidding market, weather conditions, numerous permitting issues, along with State and local reviews and conditions.
- **** Updated March 18, 2004

Listing of Project Contacts

Town of Mansfield

Martin Berliner
 Town of Mansfield
 Audrey P. Beck Building
 4 South Eagleville Road
 Mansfield, CT 06268-2599
 (860) 429-3336

CT Department of Environmental Protection

Raymond Frigon, Project Manager
 CT Department of Environmental Protection
 Water Management Bureau
 79 Elm St.
 Hartford, CT 06106-5127
 (860) 424-3797

U.S. Environmental Protection Agency

Chuck Franks
 U.S. Environmental Protection Agency
 Northeast Region
 1 Congress St. (CCT)
 Boston, MA 02114-2023
 (617) 918-1554

University of Connecticut

Scott Brohinsky, Director
 University of Connecticut, University Communications
 1266 Storrs Road, Unit 4144
 Storrs, CT 06269-4144
 (860) 486-3530

Haley & Aldrich, Inc.

Rick Standish, L.E.P.

Richard Miller, Director
 University of Connecticut, Environmental Policy
 31 LeDoyt Road, Unit 3038
 Storrs, CT 06269-3038
 (860) 486-8741

**CTDEP Consent Order
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March 31, 2004**

Haley & Aldrich, Inc.
800 Connecticut Blvd.
East Hartford, CT 06108-7303
(860) 282-9400

James Pietrzak, P.E., CHMM, Senior Project Manager
University of Connecticut, Architectural & Engineering Services
31 LeDoyt Road, Unit 3038
Storrs, CT 06269-3038
(860) 486-5836

Reports

Copies of all project documents are available at:

Town Manager's Office
Audrey P. Beck Bldg.
4 South Eagleville Road
Mansfield, CT 06268
(860) 429-3336

CT Dept. of Environmental Protection
Contact: Ray Frigon
79 Elm St.
Hartford, CT 06106-5127
(860) 424-3797

Mansfield Public Library
54 Warrenville Road
Mansfield Center, CT 06250
(860) 423-2501

UConn at Storrs
Contact: Scott Brohinsky
University Communications
1266 Storrs Road, U-144
Storrs, CT 06269-4144
(860) 486-3530

CTDEP Consent Order
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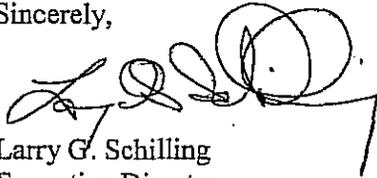
Certification

As part of this submission, I am providing the following certification:

I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense.

Please contact James M. Pietrzak, P.E. at (860) 486-5836 or me at (860) 486-3116 if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry G. Schilling', with a large, stylized flourish at the end.

Larry G. Schilling
Executive Director
Architectural and Engineering Services

LGS/JMP

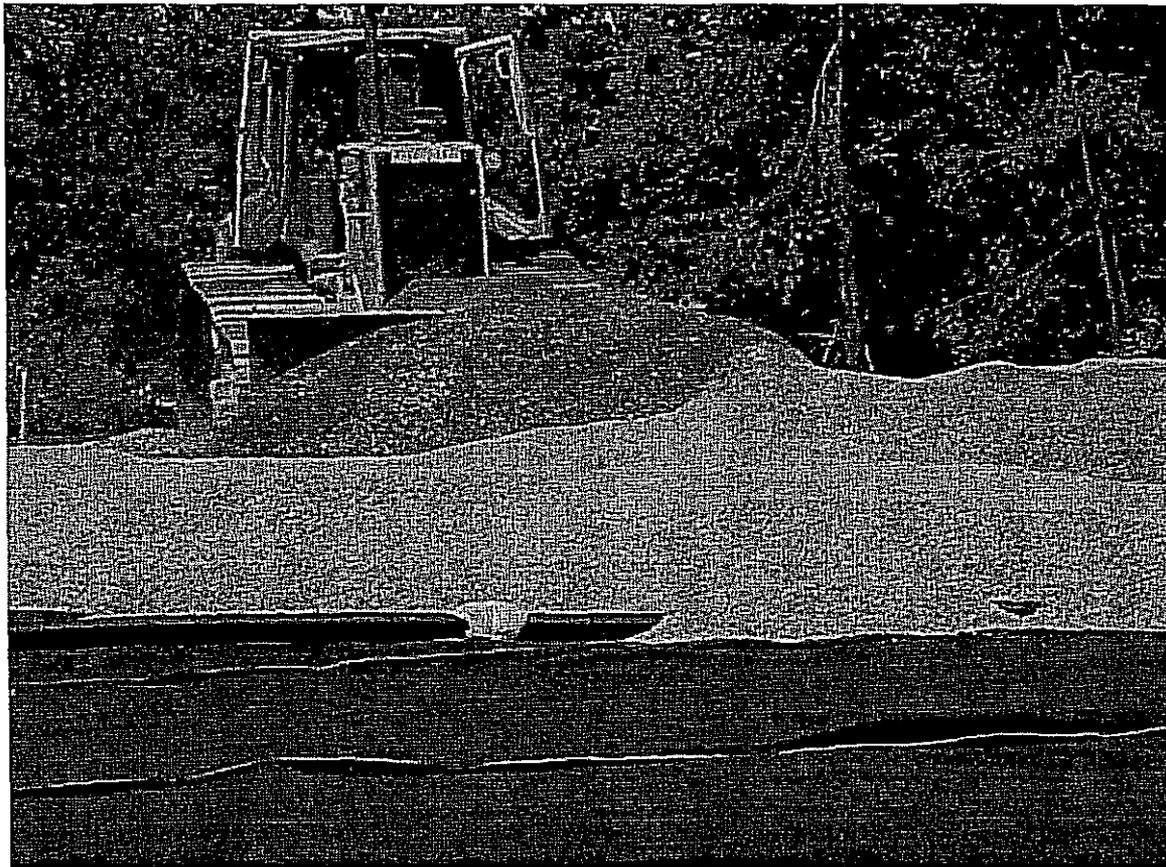
CTDEP Consent Order
Quarterly Progress Report – January, February, March 2004
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cc:

Gail Batchelder, HGC Environmental
Consultants
Martin Berliner, Town of Mansfield
Scott Brohinsky, UConn
Thomas Callahan, UConn
Marion Cox, Resource Associates
Brian Cutler, Loureiro
Amine Dahmani, ERI
Elida Danaher, Haley & Aldrich
Dale Dreyfuss, UConn
Nancy Farrell, RVA
Linda Flaherty-Goldsmith, UConn
Charles Franks, USEPA
Peter Haeni, F.P. Haeni, LLC
Allison Hilding, Mansfield Resident
Traci Iott, CTDEP
Carole Johnson, USGS
Ayla Kardestuncer, Mansfield Common Sense
John Kastrinos, Haley & Aldrich
Alice Kaufman, USEPA
Wendy Koch, Epona
Prof. George Korfiatis, Stevens Institute of
Technology
George Kraus, Uconn
Chris Mason, Mason & Associates
Peter McFadden, ERI
David McKeegan, CTDEP
Richard Miller, UConn
Robert Miller, Eastern Highlands Health District
Elsie Patton, CTDEP
James Pietrzak, UConn
Susan Soloyanis, Mitretek
Rick Standish, Haley & Aldrich
Brian Toal, CTDPH
William Warzecha, CTDEP

Photographs

UConn Landfill Vicinity Aerial Photo



Gravel Fill Being Placed over Liner and Geotextile
at F Lot (Drainage Piping in Foreground) September 1999



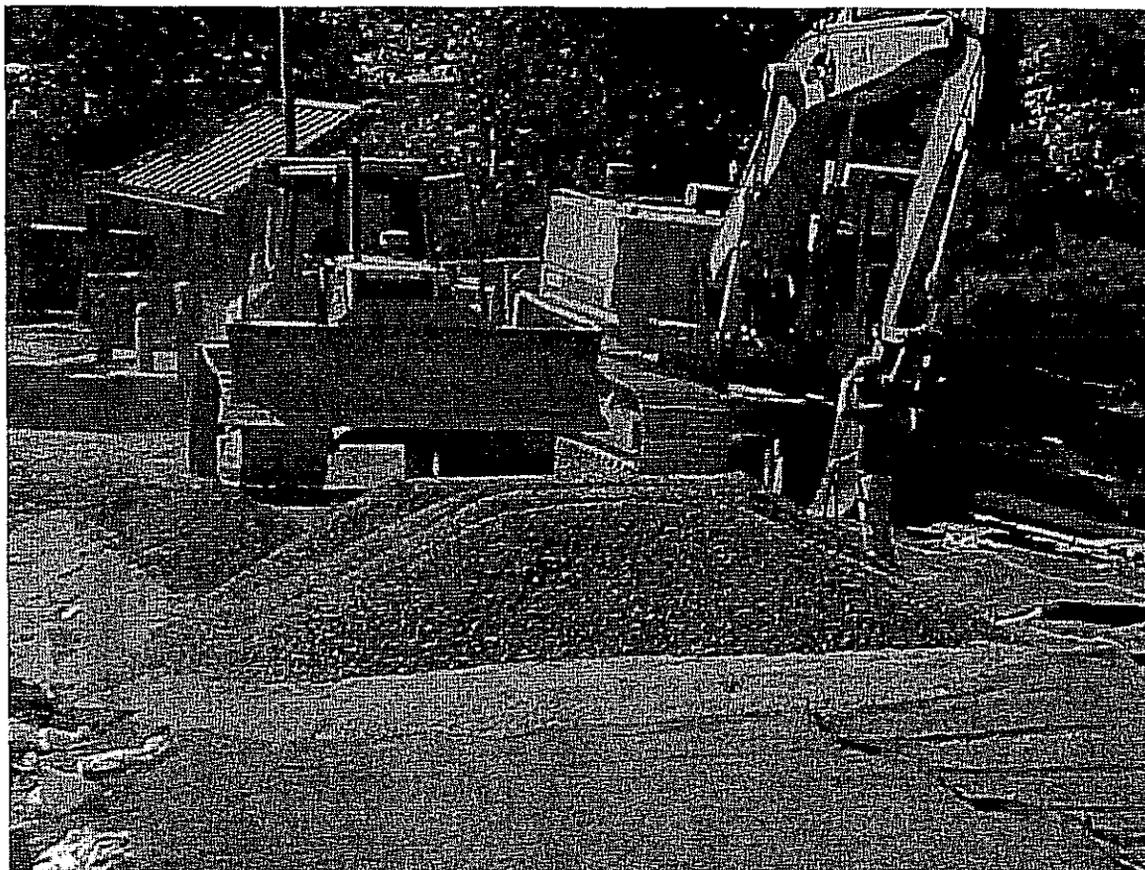
Liner and Geotextile Placement at F Lot September 1999



Geotextile and Liner Installation on
Side Slope at F Lot September 1999



Liner Boot Placed on Light Pole Base and Gravel Fill Placement over Liner
and Geotextile at F Lot September 1999



Gravel Fill Placement over Liner and Geotextile at F Lot September 1999



**Town of Mansfield
Agenda Item Summary**

To: Town Council *Martin H. Berliner*
From: Martin H. Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager; Lon Hultgren, Director of Public Works
Date: April 12, 2004
Re: 2004 America the Beautiful Grant Application

Subject Matter/Background

Attached for your review please find a proposed application to the 2004 America the Beautiful Grant Program. In 1994, the town received a grant through this program to begin an inventory of trees in town parks and on building grounds. Since that time the town has acquired a software program that will allow the tree inventory to become part of our computer mapping system, but the inventory has not been updated. If approved, this grant would provide funds for the town to acquire the equipment necessary to update and expand its tree inventory.

Financial Impact

The total project cost is \$10,953, with the town seeking \$3,000 in grant funding and contributing \$7,953 in in-kind services.

Legal Review

Not Applicable

Recommendation

As the expansion and updating of the town's tree inventory system would facilitate our management of the trees located in town parks and building grounds, staff recommends that the Town Council authorize the Town Manager to submit the grant application as presented by staff.

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

Move, effective April 12, 2004, to authorize the Town Manager to submit the attached 2004 America the Beautiful Grant application in the amount of \$10,953 for the purchase of a handheld personal computer and related software, and to execute a Personal Services Agreement with the Department of Environmental Protection to receive any such grant award.

Attachments

- 1) Memorandum from the Director of Public Works
- 2) America the Beautiful Grant Application Form

TOWN OF MANSFIELD
MEMORANDUM
3/31/04

TO: Martin H. Berliner, Town Manager
FROM; Lon R. Hultgren, Director of Public Works 
RE: 2004 American the Beautiful Grant Application

In 1994 we received a small America the Beautiful grant to begin an inventory of trees in Town parks and on Town building grounds. Since that time we have acquired a software program to make the tree inventory part of our computer mapping system, but the inventory has not been updated.

Attached is a 2004 America the Beautiful grant application (\$3,000) to acquire the equipment to be able to update and expand our tree inventory. Council's approval to apply for this grant (due April 15th) is respectfully requested.

cc: file

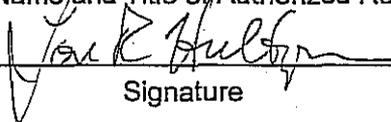
APPLICATION FORM
America the Beautiful Grant

This application form is to be returned with a written proposal, not to exceed 5 pages.

Project Title: Field-based Tree Inventory Hardware/Software	
Location (Municipality): Mansfield	Federal ID #: 06-6002032
Name of Applicant: Town of Mansfield	
Address: 4 South Eagleville Road	
City: Storrs/Mansfield	State: CT Zip: 06268-2599
Contact Person: Lon R. Hultgren	Phone #: (860) 429-3332
Title: Director of Public Works	
Brief Description of Project: Hand-held PC and software for tree inventory updating (field work).	
Category of the Grant: <i>(one of these categories must be checked. Please see the full packet for further description.)</i>	Inner City Urban Forestry <input type="checkbox"/> Municipal Urban Forestry Planning and Maintenance <input type="checkbox"/> Management of Urban Woodlands <input type="checkbox"/> Planting or Maintenance of Legacy Trees <input type="checkbox"/> Other, General Urban Forestry Projects <input checked="" type="checkbox"/>
Total Amount of the Project: \$10,953	
ATB Funds Requested: <i>(please see maximums by category.)</i> \$3,000	
Local Cash Match Provided:	
Value of In-Kind Match: \$7,953	
Start Date: June, 2004	Ending Date: September, 2005
Please Give the Names of the Volunteer Groups Involved:	

Lon R. Hultgren, Director of Public Works/Tree Warden

Printed Name and Title of Authorized Representative


 Signature

3/31/04
 Date

Upon approval of the grant application, grantees must sign a Personal Services Agreement.
 Return completed applications to: CT DEP Division of Forestry, 79 Elm Street, Hartford, CT 06106

Town of Mansfield
America the Beautiful Grant
Proposal – 2004
“Field-based Tree Inventory Hardware/Software”

1. Purpose and objectives of the project

The project will provide the Town with a hand-held computer and software (Treeworks) that will enable Town personnel to update and expand the Town’s tree inventory. The Town has Treeworks and ARCVIEW on one of its engineering office computers already.

2. Project narrative

The Town is in the process of updating and expanding its municipal tree inventory which was begun in 1994. As such, each tree in the inventory is being geo-located using the Town’s GPS unit. As it is geo-located it is desirable to update its inventory data (size, condition, needed maintenance, etc.) in the field at the same time. A hand-held PC with the tree inventory software/database loaded is proposed to accomplish this task:

Activities:

- a. Purchase hand-held PC and software
- b. Install software and existing database on hand-held PC
- c. Update existing tree inventory for all existing trees
- d. Expand tree inventory database to Town’s Scenic Roads
- e. Provide report of updated/expanded inventory.

Participants

-- Town Engineer, Project Engineer and Engineering Technician of the Mansfield Department of Public Works Staff.
Software consultant (for set-up only).

Administration

-- will be provided by the Town’s Director of Public Works/Town Engineer

Facilities & Equipment

Existing: Town PC’s, Treeworks Program
ARCVIEW 3.x, Town network,
Town GPS unit, Town vehicles

Proposed: Hand-held PC and Treeworks software for it.

Timetable:

Summer 2004: Purchase PC and Software/Install

Fall 2004: Download existing database

GPS existing trees

Update existing tree information

Begin scenic road tree inventory

Spring 2005: Complete scenic road tree inventory

Summer 2005: Prepare final reports and maps for Town use

- End Product/Results:
- a. Updated tree inventory and maps
 - b. Expanded tree inventory on scenic roads
 - c. Maps and database for use in managing inventoried trees
 - d. Tools available for additional inventory expansion

<u>3. Project Budget</u>		<u>Grant</u>	<u>In-kind</u>
<u>New Equipment</u>	Hand-held PC	\$700	0
	Treeworks software level 3	\$1,600	0
<u>Professional Services</u>	Consultant to install software	\$700	0
<u>Personnel</u>	Director of Public Works/Town Engr. 80 hrs @ \$53.43	0	\$4,274.40
	Project Engineer 40 hrs @ \$31.11	0	\$1,244.40
	Engineering Technician 60 hrs @ \$27.01	0	\$1,620.60
<u>Vehicles</u>	Pickup Truck 80 hrs @ \$8.92	0	\$356.80
	Engr. Survey Truck 40 hrs @ \$8.92	0	\$356.80
<u>Materials & Supplies</u>	Plotting Paper & ink cartridges, office supplies	-	\$100
TOTALS		\$3,000	\$7,953

4. Project Benefits

By providing the in-the-field tools to update and expand the Town's tree inventory, this grant will assist the Town in managing its trees both on Town facilities grounds (Parks and Buildings – existing inventory) and on Scenic Roads (5.6 miles of Town roads so designated under the Town's scenic road ordinance). Enhanced tree maintenance and reporting will ensue in these areas. The combination of the Town's GPS and the hand-held PC with the Treeworks program will further provide better reporting and documentation of budgetary requests for tree management in Mansfield.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council *Martin H. Berliner*
From: Martin H. Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager; Lon Hultgren, Director of Public Works
Date: April 12, 2004
Re: Construction Agreement for Clover Mill Road Reclaim and Overlay Project

Subject Matter/Background

Attached you will find a proposed construction agreement between the town and the State of Connecticut necessary for the Clover Mill Road reclaim and overlay project. Because the Windham region had unused grant funds available under the current year's rural major collector grant program, the town had submitted and was awarded a Federal monies to reclaim and repave the lower portion of Clover Mill Road.

Financial Impact

This grant supplements the town's paving budget funds and will enable the town to resurface roads that it would not be able to complete otherwise. The estimated Federal proportionate share of the construction cost is \$117,520 or 80 percent, while the estimated municipal proportionate share totals \$29,380 or 20 percent. The town's share is budgeted in the capital fund.

Legal Review

Not Applicable

Recommendation

In order to receive the grant funding necessary for this important project, staff recommends that the Town Council authorize the Town Manager to execute the proposed construction agreement.

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

Resolved, effective April 12, 2004, that Martin H. Berliner, Town Manager, be, and hereby is authorized to sign the agreement entitled: "Agreement Between the State of Connecticut and the Town of Mansfield for the Construction, Inspection and Maintenance of Clover Mill Road Reclaim and Overlay Utilizing Federal Funds Under the Rural Component of the Surface Transportation Program."

Attachments

- 1) Memorandum from the Director of Public Works
- 2) Proposed Resolution
- 3) Excerpts from Construction Agreement

TOWN OF MANSFIELD
MEMORANDUM
3/29/04

TO: Martin H. Berliner, Town Manager
FROM: Lon R. Hultgren, Director of Public Works 
RE: Clover Mill Road Reclamation – Construction Agreement

As you will recall, we submitted for and received a Federal grant to reclaim and repave the lower portion of Clover Mill Road, as the Windham Region had approximately \$117,000 in unused grant funds for this year's Rural Major Collector grant program.

Attached are excerpts of the construction agreement for this grant and the authorizing resolution.

Council's action to authorize same is respectfully requested.

cc: file

attach: DOT letter, Resolution, 6 pages from Agreement

State Project No. 77-209
Federal- Aid Project No. STPR-1077 (106)

RESOLUTION

RESOLVED, that Martin H. Berliner, Town Manager, be, and hereby is authorized to sign the agreement entitled:

" Agreement Between the State of Connecticut and the Town of Mansfield for the Construction, Inspection and Maintenance of Clover Mill Road Reclaim and Overlay utilizing Federal Funds under the Rural Component of the Surface Transportation Program "

ADOPTED BY THE _____ OF THE
_____, CONNECTICUT, THIS _____ DAY
OF _____, 200_.

Clerk (seal)

Date

S:\LR\LEON\MARIZ.

Agreement No.

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE TOWN OF MANSFIELD
FOR THE
CONSTRUCTION, INSPECTION AND MAINTENANCE
OF
CLOVER MILL ROAD RECLAIM AND OVERLAY
UTILIZING FEDERAL FUNDS
UNDER THE RURAL COMPONENT OF
THE SURFACE TRANSPORTATION PROGRAM

State Project No. 77-209

Federal-Aid Project No. STPR-1077 (106)

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 200_, by and between the State of Connecticut, Department of Transportation, James F. Byrnes, Jr., Commissioner, acting herein by Arthur W. Gruhn, P.E., Chief Engineer, Bureau of Engineering and Highway Operations, duly authorized, hereinafter referred to as the State, and the Town of Mansfield, 4 South Eagleville Road, Mansfield, Connecticut 06268, acting herein by Martin H. Berliner, Town Manager, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications, and estimates have been prepared for roadway improvements to Clover Mill Road, and

WHEREAS, said improvements include, but is (are) not limited to, the reclamation and overlay of the roadway with bituminous concrete pavement for a distance of 1557 feet from the southerly intersection with Rt. 195, pavement markings, and the installation of guiderailing, herein identified as State Project No. 77-209 and Federal-aid Project No. STPR-1077 (106), hereinafter referred to as the Project, and

WHEREAS, the Municipality shall be responsible for the construction phase of the Project, which includes, but is not limited to, administration, inspection, and construction engineering services in conjunction therewith, and

WHEREAS, the Transportation Equity Act for the 21st Century of 1998 provides funding authorization "for Federal-aid highways, highway safety programs, and transit programs, and for other purposes," and

WHEREAS, the Project is eligible for funding under the Surface Transportation Program (STP) as defined in Title I, Section 1108 of the Act, and

WHEREAS, Section 13a-98i of the Connecticut General Statutes, as revised, provides that "(a) The commissioner may enter into agreements for the acceptance and expenditure of funds concerning federal

surface transportation urban program roadways or facilities and eligible federal surface transportation rural collector roadways or facilities with the United States Secretary of Transportation or local officials, or both, to develop plans and establish programs for, and construct improvements on or to such roadways or facilities using appropriations made to the Department of Transportation by the General Assembly and apportionments to the Department of Transportation by said Secretary of Transportation under the provisions of the Transportation Equity Act for the 21st Century, all amendments thereto and all applicable federal regulations...," and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:
THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

(2) Issue an appropriate order to any utility to readjust or relocate in or remove its utility facility located within the municipal right-of-way and shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article shall become the responsibility of the Municipality.

(3) Acknowledge and agree to comply with "Agreements with Goals, Special Provisions, Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects," dated October 16, 2000, insofar as inspection work is concerned, a copy of which is attached hereto and made part of this Agreement.

(4) Acknowledge and agree to comply with "Special Provisions, Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers for Federal Funded Projects," dated October 23, 2000, insofar as construction work is concerned, a copy of which shall be made a part of the construction contract documents.

(5) Upon written approvals by the State, separate from this Agreement, advertise, receive bids, award a contract(s), make payments to contractor(s), and administer construction activities associated with the Project.

(6) Obtain bids for all Project items to be supplied or constructed by the Municipality's contractor(s) utilizing a bidding procedure acceptable to the State for a Federal-aid project. Thereafter, analyze all bids, submit a bid summary, and request the State's approval to award the Project.

(7) Assure that the following pre-award requirements are met by the apparent low bidder:

- a) Disadvantaged Business Enterprises documentation is in order;

and/or omissions.

(19) Pay for all construction related costs, without reimbursement, in the event the Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," Federal participation in expenditures will be provided up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities, or lack of municipal funding, is considered to be within the control of the Municipality and will not be considered as "good cause."

(20) Pay for advertising, construction contract items, administration, inspection and construction engineering services, including assistants and/or consultants or contractors, rendering professional, technical, engineering or other assistance and advice during the construction phase of the Project. Expenditures approved by the State will be reimbursed under the provisions of Articles (27), (39), and (41) of this Agreement. Written documentation shall be provided to the State indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing construction services for the Project.

(21) Assume all responsibility and liability for:

- (a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State and the Federal Highway Administration.
- (b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30-day acceptance test period.
- (c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.
- (d) Any and all claims by the construction contractor(s).

(22) Notify the State, in writing, of the completion of construction activities for the Project and provide the State, if requested in writing, reproducible copies of the "as built" plans for the Project.

(23) Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances and regulations.

(24) Agree that the State, on written notice, may, in its sole discretion, suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience.

Any such suspension, postponement or termination shall be effected by delivery to the Municipality of a written notice specifying the extent to which performance of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

If the State terminates the Agreement, the State shall reimburse the Municipality at the contract unit prices for the actual number of units or items of work completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

(39) That the State shall reimburse the Municipality for approved advertising, participating contract items and contingencies, inspection and administrative costs in accordance with the percentages depicted in Articles (27) and (41) of this Agreement. Reimbursement will be made in the following manner:

- (a) The Municipality, on a monthly basis, during active construction periods, shall submit to the State on an appropriate State voucher form (CLA-3) with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipal costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.
- (b) Upon review and approval of the voucher by the State, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality.

(40) Upon final inspection by the Municipality and the State, the Municipality shall submit to the State, within one hundred twenty (120) calendar days, those materials described in the "Municipality Manual – Guidelines for Contracts Administered by the Municipality, 2003," as revised, under the "Project Finals Check List." Upon receipt and approval of those materials, which include signed "CON 58" and "CON 13" forms, the State will release all retainage and reimburse the Municipality the amount indicated on any outstanding invoices.

If the Municipality fails to fulfill its responsibility in regard to the submission of materials referred to above, the State may exercise its option to take over or supplement the administration of the Project, as previously described under Article (15) of this Agreement.

(41) That the total estimated cost for the construction phase of the Project is One Hundred Forty Six Thousand Nine Hundred Dollars (\$146,900), which includes anticipated expenditures of Nine Thousand Seven Hundred Dollars (\$9,700) for services to be provided by the Municipality and Eight Thousand Four Hundred Dollars (\$8,400) for services to be provided by the State.

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Hundred Ten Thousand Eight Hundred Dollars (\$110,800).

State Project No. 77-209

Federal-aid Project No. STPR-1077 (106)

ESTIMATED CONSTRUCTION COSTS

A.	Construction Costs and Contingencies.....	\$128,800
B.	Incidentals to Construction – Municipal Services.....	\$9,700
C.	Incidentals to Construction - Materials testing by the State.....	\$2,400
D.	Incidentals to Construction – Administrative Oversight by the State.....	\$6,000
E.	Total Construction Costs (sum of A+B+C+D).....	\$146,900
F.	Estimated Federal Proportionate Share of the Construction Cost (80% of E).....	\$117,520

G.	Estimated Municipal Proportionate Share of the Construction Cost (20% of E).....	\$29,380
H.	Maximum Amount of Reimbursement to the Municipality of [80% of (A+B)].....	\$110,800
I.	Amount to be deposited by the Municipality in accordance with Article (25)(a) of this Agreement [20% of (C+D)].....	\$1,680
J.	Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article (25)(b) of this Agreement.....	\$0
K.	Total Demand Deposit (I+J).....	\$1,680

(42) That the State assumes no liability for payment under the terms of this Agreement until the Municipality is notified, in writing, by the State that said Agreement has been approved by the Attorney General of the State of Connecticut.

Agreement No.

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

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
James F. Byrnes, Jr., Commissioner

Name: By: _____ (Seal)
Arthur W. Gruhn, P.E.
Chief Engineer
Bureau of Engineering and Highway Operations

Name: Date: _____

Town of Mansfield

Name: By: _____ (Seal)
Martin H. Berliner
Town Manager

Name: Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut Date: _____

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**Town of Mansfield
Agenda Item Summary**

To: Town Council *Martin H. Berliner*
From: Martin H. Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: April 12, 2004
Re: Administration of Fee Waiver Ordinance

Subject Matter/Background

As you will recall, the Town Council recently amended the town's fee waiver ordinance to add Mansfield Community Center memberships as a covered service, and to reduce the 100 percent waiver to a 90 percent waiver. At that time, the Town Council also requested that staff work to improve the administration of the ordinance, particularly with respect to making the fee waiver application process less onerous for users and adding protections to help maintain confidentiality.

Staff Report

Following the Town Council's suggestions, staff has designed the following measures to improve the administration of the fee waiver ordinance:

- Developed a generic fee waiver application form for use by all town departments – applicants may apply to either the Parks and Recreation Department or the Social Services Department, and must renew their application on annual basis by July 1st of each year
- Developed a brochure to promote the fee waiver program
- Established a scholarship program for applicants seeking additional financial assistance with community center memberships and program registration
- Developed an electronic database to maintain applicant data in more secure and efficient manner
- Consolidated the fee waiver program subsidy into one area of the budget (Social Services)

We believe that these improvements will indeed make the fee waiver program more customer-friendly, and enhance our capabilities to administer the ordinance in an effective and efficient manner. Please let us know if you have any questions or concerns.

Attachments

- 1) Town of Mansfield Fee Waiver Program Brochure
- 2) Town of Mansfield Fee Waiver Program Application



Town of Mansfield Request for Fee Reduction

Mansfield Community Center/Parks & Recreation
 10 South Eagleville Road
 Storrs/Mansfield, CT 06268
 Tel: (860) 429-3015
 Fax: (860) 429-9773

Social Services
 4 South Eagleville Road
 Storrs/Mansfield, CT 06268
 Tel: (860) 429-3315
 Fax: (860) 429-6863

NAME: _____ PHONE: _____

ADDRESS: _____

OTHERS IN FAMILY OR HOUSEHOLD

NAME	AGE

RELATIONSHIP TO APPLICANT

FAMILY/HOUSEHOLD INCOME (use 2nd page if needed)

Name of Person Receiving	Name and Address of the Source	Amount before deductions: (Documentation must be provided)		
		Weekly	Monthly	Yearly

I hereby apply for a fee reduction and certify the accuracy of the information contained herein in accordance with all provisions of the law and agree to notify the appropriate town department in writing in the event of changes in said information.

Signature: _____ Date: _____

_____ (For Office Use) _____

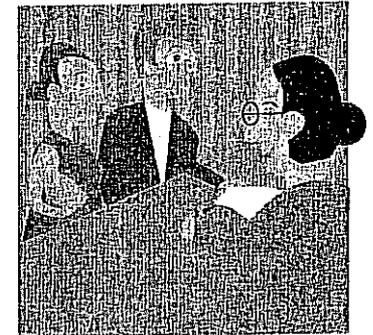
Fee Waiver valid from: _____ to: _____ Percentage: 50% 90% 100% (circle one)

MUNICIPAL DEPARTMENTS

Assessor	429-3311
Building Department	429-3324
Engineering Department	429-3334
Inland Wetland Agent	429-3334
Parks & Recreation	429-3015
Probate Court	429-3313
Public Works	429-3331
Refuse Collection	429-3331
Social Services	429-3315
Tax Collector	429-3307
Town Manager	429-3336
Zoning Agent	429-3341



**The Town of
Mansfield's
Fee Waiver
Ordinance**



**"Promoting Access to
Municipal Services"**

www.mansfieldct.org

WHAT IS THE FEE WAIVER ORDINANCE?

The fee waiver ordinance provides for a reduction in the fee(s) paid for designated Town services for residents who meet specific income guidelines.

The goal of this ordinance is to improve access to the services offered by the Town to all residents, regardless of their ability to pay.

HOW DO I KNOW IF I'M ELIGIBLE?

Your adjusted gross family or household income, and the size of your family determine eligibility for the waiver.

We use federal poverty levels to determine eligibility, and based on your income you may qualify for either a 50% or a 90% waiver of any fees that are not reimbursed by a third party.

WHAT DOES THE ORDINANCE COVER?

The ordinance applies to the following programs and services, except where noted:

- **Parks & Recreation Programs**
- **Community Center Memberships and Programs**
- **Parks & Recreation After-School Programs**
- **Planning and Zoning Fees**
- **Inland Wetland Fees**
- **Zoning Board of Appeals Fees**
- **Subsurface Sewage Disposal and Water Supply Wells**
- **Junk Car Disposal**
- **Recycling Fees**
- **Ambulance Fees (100% waiver)**

WHAT IS NOT COVERED?

- **Parks & Recreation Bus Trips**
- **More than two summer camp sessions per child**
- **Senior Center meals, trips and special events.**

HOW DO I APPLY?

If you think you may be eligible for a fee waiver you can apply through any of the departments responsible for providing services covered by the ordinance. Applications may also be submitted to the Social Service Department. You will be asked to provide documentation of your current income, along with any medical expenses that may affect your income. *This information will be held in strict confidence.* Once you have been approved for a waiver it will apply to any of the covered services. Eligibility must be renewed annually by July 1.

WHAT IF MY FINANCIAL SITUATION CHANGES?

Any changes affecting your eligibility status over the course of the year must be reported to the Town so that we can evaluate whether or not you continue to qualify for the waiver.



**Town of Mansfield
Agenda Item Summary**

To: Town Council *Martin H. Berliner*
From: Martin H. Berliner, Town Manager
CC: Matt Hart, Assistant Town Manager
Date: April 12, 2004
Re: National Community Development Week

Subject Matter/Background

Attached you will find a request and proposed proclamation to designate the week of April 12-18, 2004 as "Community Development Week" in Mansfield. As explained in the request, the National Community Development Association will be celebrating National Community Development Week during the week of April 12th to help communicate to federal and state officials the national and local benefits of the community development block grant program (CDBG).

Financial Impact

Not Applicable

Legal Review

Not Applicable

Recommendation

As you know, the Town of Mansfield has long benefited from CDBG funding and projects. We have, for example, administered a successful revolving loan housing rehabilitation program for many years, and currently have CDBG projects underway at the Wright's Village and Juniper Hill Village senior housing projects. From our perspective, it is important to emphasize to federal and state officials the importance of these programs to local communities. Consequently, staff recommends that the Town Council authorize the Mayor to issue the proposed proclamation to help promote and communicate the benefits of this important source of community development funding.

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

Move, effective April 12, 2004, to authorize the Mayor to issue the attached proclamation designating the week of April 12-18, 2004 as "Community Development Week" in the Town of Mansfield.

Attachments

- 1) Letter of Request from National Community development Association
- 2) Proposed Proclamation designating the week of April 12-18, 2004 as "Community Development Week" in Mansfield

N C D A

REC'D APR 07 2004

PRESIDENT
Roslyn M. Phillips
Jacksonville, Florida

VICE PRESIDENT
Amintha Cionotti
Providence, Rhode Island

SECRETARY-TREASURER
Scott Stevenson
Los Angeles County

IMMEDIATE PAST PRESIDENT
Greg Hoover
Davenport, Iowa

EXECUTIVE DIRECTOR
Chandra Western

REGION I PRESIDENT
Patrick Sullivan
New Bedford, MA

CT STATE WHIP
Laurence E. Wagner
Waterbury, CT

April 1, 2004

Mr. Martin Berliner
Town Manager
Town of Mansfield
4 S. Eaglesville Road
Mansfield, CT 06268

The National Community Development Association, along with cities and towns throughout the country will be celebrating National Community Development Week again this year, from April 12 - April 18, 2004.

The goal of CD Week is to encourage those who work with and benefit from local CDBG programs to communicate with both their U.S. Congressional representatives and state officials in the importance of this Program, and its wide variety of eligible activities, plays in improving your community and benefiting its residents, particularly those who are lower income, elderly or disabled.

The National Community Development Association is partnering in this Program recognition with national organizations such as, Association of Local Housing Finance Agencies (ALFHA), Council of State Community Development Agencies (COSCEA), National Association for County Community Economic Development (NACCED), National Association of Counties (NACo), National Association of Housing and Redevelopment Officials (NAHRO), National League of Cities (NLC), and U.S. Conference of Mayors (USCM).

We ask that you join with us and let your U.S. Congressional and State elected leaders know of the value of this Program to you and the benefit it has provided to your community and its residents.

While there are many good programs available to communities, none are as broad based or as flexible as the CDBG Program. CDBG lets each community utilize funds for its most important local priorities and needs and benefit those groups most requiring assistance. Please don't be silent on the value of this important resource.

NATIONAL COMMUNITY DEVELOPMENT ASSOCIATION

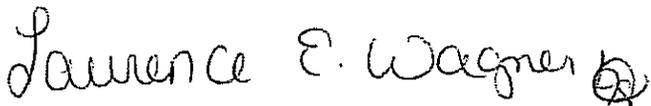
522 21st Street N.W., Suite 120, Washington, D.C. 20006 • Telephone: (202) 293-7587 • Facsimile: (202) 887-5546 • E-Mail: ncda@ncdaonline.org • Website: www.ncdaonline.org
51 Lakeside Boulevard East, Waterbury, CT 06078 • Telephone: (203) 573-1188 • Fax: (203) 573-1373

Enclosed is a suggested draft Proclamation and Resolution. We ask you adopt these locally and forward a copy to your Congressional representatives, both House and Senate, and copy NCDA at 522 21st Street N.W., Suite 120, Washington, D.C. 20006.

We thank you for joining with us in celebrating the success of thirty years of this program and its benefits, and urge you to let your elected representatives in your community as well as the State and Federal level know how important this funding is to you.

Thank you for your time and support. If you have any questions or would like any additional information, please don't hesitate to call.

Very truly yours,

A handwritten signature in cursive script that reads "Laurence E. Wagner" followed by a small circular mark.

Laurence E. Wagner

NCDA Connecticut State Whip

LEW/jg

G:\LARRY\NCDA\NCDA Week 2004Ready to go letters.doc

**PROCLAMATION
NATIONAL COMMUNITY DEVELOPMENT WEEK**

Whereas, the Community Development Block Grant (CDBG) Program has operated since 1975 to provide local governments with the resources to meet the needs of low- and moderate-income, the elderly and other in need within our community, and CDBG funds have been used by neighborhood based non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and

Whereas, the Community Development Block Grant program has had a significant impact on our community; and

Whereas, Town of Mansfield , CT and other local governments have clearly demonstrated the capacity to administer and customize the CDBG program to identify, prioritize and resolve pressing local problems, such as affordable housing, neighborhood and human service needs, job creation and retention and neighborhood revitalization; and

Whereas, the Town of Mansfield has utilized funds for renovations at Juniper Hills, a senior housing complex; Wrights Village, a publicly assisted program; An addition to Senior Center for health services; Purchase and rehabilitation of a residential shelter for young women with children; and a Town-Wide housing Rehabilitation program.

Now, Therefore, I, Mr. Martin Berliner, by virtue of the authority vested in me as Town Manager of , Town of Mansfield, CT, do hereby proclaim the week of April 12 - April 18, 2004 as

Town of Mansfield, CT Community Development Week

In the Town of Mansfield, CT and urge all citizens to join in recognizing the Community Development Block Grant program and the important role it plays in our community.

In Witness Whereof, I have hereto set my hand and caused the Seal of, Town of Mansfield, CT to be affixed this _____ day of _____, 2004.

DRAFT

RESOLUTION

Whereas, the week of April 12 - April 18, 2004 has been designated as National Community Development Week, Town of Mansfield, CT is a participant in the Community Development Block Grant program which funds a myriad of social service, economic development, and housing programs in this community, and

Whereas, in this community and in communities throughout the nation, thirty years of Community Development Block Grant program funding has developed a strong network of relationships between our local government, residents and the many non-profit agencies that provide services and help make possible our commitment to those neighborhoods, and

Whereas, this community recognizes that the Community Development Block Grant program is a successful partnership of Federal, state and local governments, business, non-profit and community efforts, and that the services funded by the CDBG program, administered by our local government and often assisted by local non-profit organizations, relies heavily on the dedication of and good will of our combined efforts.

Therefore Be It Resolved, that during National Community Development Week 2004, our community gives special thanks and recognition to all participants whose hard work and devotion to their community and neighborhoods and their low- and moderate-income residents has helped insure the quality and effectiveness of the Community Development Block Grant program, and

Be It Further Resolved, that the Town of Mansfield, hereby petitions the U.S. Congress and the Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant program, and of its vital importance to our community and the people who live in its lower income neighborhoods, and who have been helpful in its progress, and

Be It Further Resolved, that copies of this resolution be conveyed to the appropriate elected and appointed officials of the Federal government and that the Town of Mansfield, be added to the rolls of those committed to the preservation and full funding of the Community Development Block Grant program and maintenance of its essential value over the course of the next session of Congress.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Martin H. Berliner, Town Manager *Martin H. Berliner*
CC: Matt Hart, Jennifer Kaufman Gregory Padick, Curt Vincente
Date: April 12, 2004
Re: Town of Mansfield/University of Connecticut Land Exchange

Subject Matter/Background

As you may recall, the town has recently applied for grant funding to develop a greenway/blueway, including a canoe launch and multi-use recreation area, along the Willimantic River at Plains Road. To facilitate this project, staff proposes a land exchange between the town and the university in which the town would acquire the 10-acre Plains Road parcel and the university would receive title to the town's 43-acre parcel adjacent to the Bergin Correctional Institution. For its part, the university is interested in the latter parcel for the development of future recreational programs. The town had originally acquired the 43-acre parcel from the university in 1995 at the time the former Mansfield Training School property was transferred by the state to UConn.

The university's board of trustees has acted favorably on this proposal. If the Town Council wishes to proceed with the transfer, the next step in the process would be to refer the matter to the Planning and Zoning Commission (PZC) for review pursuant to Section 8-24 of the Connecticut General Statutes.

Financial Impact

The land transfer itself would be an even exchange. The development of the proposed greenway/blueway would total \$48,800, with the grant contributing \$39,000 to the project and the town providing the balance via in-kind services.

Legal Review

The Town Attorney is in the process of drafting the necessary documents to facilitate the land exchange.

Recommendation

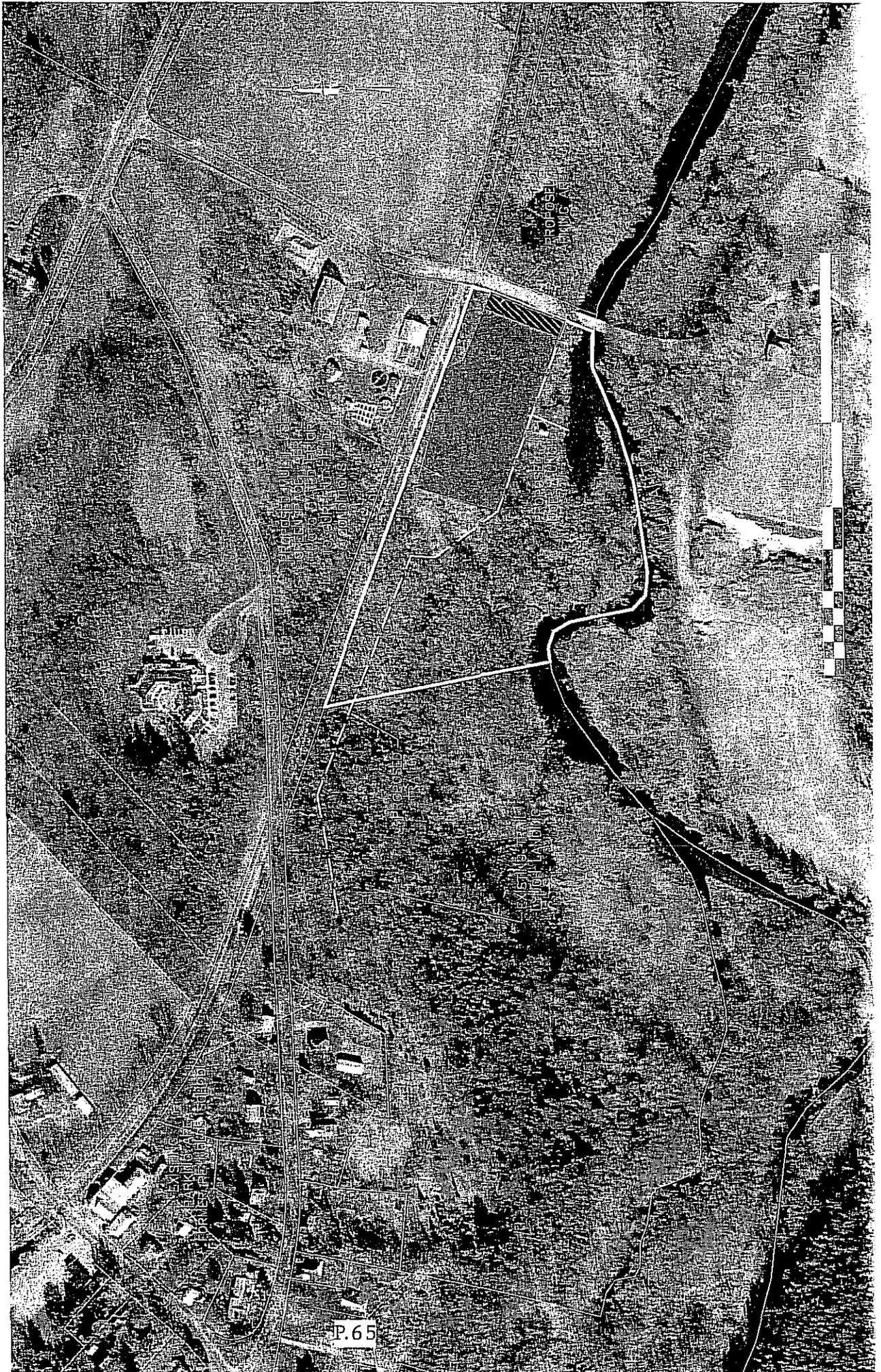
Because the town has no immediate plans to use the 43-acre parcel adjacent to the correctional institution and the development of a greenway/blueway along the Willimantic River would be a significant recreational asset for the community, staff recommends that the Town Council refer the issue to the PZC for review.

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

Move, effective April 12, 2004, to refer the proposed land exchange between the town and the University of Connecticut concerning the town's property adjacent to the Bergin Correctional Institution and the university's property at Plains Road to the Planning and Zoning Commission for review pursuant to Section 8-24 of the Connecticut General Statutes.

Attachments

- 1) Map – Proposed Greenway/Blueway
- 2) Project Memorandum from Parks Coordinator



PROPOSED
ROAD

PROPOSED
ROAD

PROPOSED
ROAD



P.65



Mansfield
Community
Center

Town of Mansfield
Parks and Recreation
Department



Jennifer Kaufman
Parks Coordinator

10 South Eagleville Road
Storrs/Mansfield, Connecticut 06268
Tel: (860) 429-3015 Fax: (860) 429-9773
Email: Parks&Rec@MansfieldCT.org
Website: www.MansfieldCT.org

TO: Martin H. Berliner, Town Manager
Matt Hart, Assistant Town Manager

FROM: Jennifer S. Kaufman, Parks Coordinator

DATE: February 4, 2004

SUBJECT: Recreational Trails Program Grant

Attached you will find a project description and budget to develop a greenway/blueway, including a Canoe Launch and multi-use recreation area with a nature trail, along the Willimantic River at UConn's Plains Road Property. This greenway/blueway would greatly enhance the Willimantic River as a "Canoe/Kayak Trail." In addition, this project provides another link in the greenway trail from Merrow Meadow Park to Eagleville Preserve, permanently preserved parcels along the Willimantic River. Both the Town and University see this project as an excellent partnership opportunity.

The total project cost is \$48,800. If funded, the grant would contribute \$39,040 to the project. In-kind services and cash would be provided by the Town and a local Landscape Architect and would total \$9,760 and will be paid out of existing capital improvement funds.

It is respectfully recommended that the Town Council consider authorizing the submittal of this grant application to the Recreational Trail Program.

Development of a Greenway/Blueway Along the Willimantic River

1. Project Summary

The Town of Mansfield proposes to develop a greenway/blueway, including a Canoe Launch and multi-use recreation area with a nature trail, along the Willimantic River at UConn's Plains Road Property. This greenway/blueway would greatly enhance the Willimantic River as a "Canoe/Kayak Trail." In addition, this project provides another link in the greenway trail from Merrow Meadow Park to Eagleville Preserve, permanently preserved parcels along the Willimantic River. The Town and University have negotiated a lease and both parties see this project as an excellent partnership opportunity.

In 2003, the Willimantic River was designated an Official State Greenway. One of the goals of this greenway is to enhance the river as a waterway and to create additional launch sites. Development of this greenway/blueway trail provides more river access and would draw residents of Mansfield and surrounding towns to the Willimantic River, which runs 25-miles through 9 towns from Stafford Springs to Willimantic. Use of the greenway/blue trail will be enhanced by a multiuse green space with a nature trail. This space will be used as a ball field and for other recreational uses such as picnicking, kite flying, and summer concerts. The Plains Road location is ideally suited for a canoe launch because of its location immediately above the Eagleville Lake impoundment. Proximity to the lake provides paddlers with relatively flat waters and is the only location along the river where beginners can learn to canoe in a river with slow current. In addition, the Plains Road location is the only point between Eagleville Lake and the Willimantic River's headwaters where there is enough water flow year round to float a canoe. The Plains Road location is ideal for a multiuse green space and nature trail because it is surrounded by undeveloped land that would not conflict with recreational uses.

The property was the site of UConn's former sewage treatment facility. The area of the proposed multi-use green space has since been refurbished and graded with a layer of topsoil. The site was hydroseeded in 2001 to stabilize the soil and prevent erosion. The Canoe Launch would be installed adjacent to the multiuse green space and would be incorporated as part of the nature trail.

In order to develop this property as a waterfront recreation area with a nature trail and canoe launch the Town of Mansfield would perform the following tasks:

- Consult with a UConn's Department of Landscape Architecture to develop a plan for greenway/blueway trail development. The plan would guide the initial installation of the items detailed below. The plan would also include additional items such as plantings, and stone walls that would require additional funding at a later date.
- Develop a parking area and appropriate fencing to provide easy public access.
- Develop a multiuse green space with a nature trail.
- Install a gravel walking path area from field to the Canoe Launching area.
- Install a Canoe Launch.
- Develop trail and install appropriate waterbars and walking bridges where needed to connect this site to UConn's Plains Road site.
- Develop and install appropriate signage.

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ARTS ADVISORY COMMITTEE
Meeting of Monday, 1 March 2004
Mansfield Community Center Conference Room

MINUTES

1. The meeting was **called to order** by Jay Ames at 7:32p. Members present: Jay Ames, Scott Lehmann, Steve Pringle. Members absent: Derri Owen, Carol Pellegrine, Tim Quinn. Others present: Blanche Serban, Jay O'Keefe (staff).
2. The agenda and other materials for the meeting were, for the third month in a row, not sent out, at least in time for Committee members to receive them before the meeting (or, in some cases, to learn that there was a meeting). Jay O'K. apologized once more – apparently the staff member who was asked to do this failed to follow through – and vowed he'd not let it happen again. The Committee urged that materials for future meetings be sent by e-mail to those who have electronic addresses. The **minutes** of the 2 January 2004 meeting were accepted as written.
3. **Correspondence.** Jay A. has sent a letter to Greg Haddad recommending that Blanche Serban be appointed to the Committee.
4. **Community Center art.**
 - a. Mike Messier has submitted a bid of about \$3.5K for a maple rail system to **hang flat art** in hallways and rooms. Jay A. now prefers a metal rail and bar system, such as is used at the New Britain Museum of Art. A web-page printout from art-supplies.net shows this system. Its uninstalled cost might be higher than that of a wood rail, but it would be easier to us and could and probably be installed by the Town's maintenance people. The Committee agreed to go with the metal rail system in stainless steel.
 - b. The **Mansfield Garden Gate Club** is seeking artists to "artistically modify" pink flamingo lawn-ornaments for a func-raising auction at the end of May. The Club would like the modified flamingos displayed at the Community Center from 1-29 May. After some discussion, the Committee agreed to this: the current ceramics and metalwork displays in the cases flanking the entry will be extended from 31 March to 30 April, and the flamingos will go in from 1-29 May. However, once the rail system is up, we need to have an application form setting forth policies (approximately quarterly displays, must be scheduled in advance, content suitable for the Community Center, etc.). Blanche will draft a form.
5. **Festival on the Green.** The Planning Committee suggested some minor changes in the letter and form soliciting artists to participate in this event. Scott will make the corrections and send the final version to Jay A. right away. {Done 1 March after the meeting.}
6. The meeting was **adjourned** at 8:35p. Next meeting: Monday, 5 April 2004, 7:00p.

Scott Lehmann, Acting Secretary, 21 March 2004

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Mansfield Downtown Partnership

1244 Storrs Road
PO Box 513
Storrs, CT 06268
(860) 429-2740
Fax: (860) 429-2719

March 30, 2004

Board of Directors
Mansfield Downtown Partnership

Re: Item #3 - Meeting Minutes

Dear Board members:

Attached please find the minutes for the Board meeting held on March 2, 2004.

The following motion would be in order:

Move, to approve the minutes of March 2, 2004.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia van Zelm".

Cynthia van Zelm
Executive Director

Attach: (1)

**MANSFIELD DOWNTOWN PARTNERSHIP, INC.
BOARD OF DIRECTORS MEETING
Mansfield Downtown Partnership Office
Tuesday, March 2, 2004**

MINUTES

Present: Steve Bacon, Martin Berliner, Tom Callahan, Dianne Doyle, Dale Dreyfuss, Al Hawkins, Janet Jones, Philip Lodewick, Betsy Paterson, Phil Spak, Betsy Treiber

Staff: C. van Zelm

1. Call to Order

Philip Lodewick called the meeting to order at 4:05 p.m.

2. Opportunity for Public to Comment

Howard Raphaelson reported that Glen Ridge had added several new units. He estimated that about half of the people occupying the new units were interested in lifestyle housing, freeing others up to live at Glen Ridge. In response to a question from Dwight Damon about what comprises lifestyle housing, Mr. Lodewick said it entails living near amenities such as shopping and eating places. Residents receive some care facilities such as communal dining.

Leona Harris advocated for building structures in the new town center that would allow one to go from place to place in a climate controlled atmosphere.

3. Approval of Minutes

Betsy Paterson made a motion to approve the February 3, 2004 minutes. Dale Dreyfuss seconded. The minutes were approved unanimously.

4. Director's Report

Cynthia van Zelm reported that she had provided testimony to the Town Council on February 23 as part of the process to apply for Small Cities funding through the Department of Community and Economic Development. Funding would be allocated for streetscape improvements along Route 195 including sidewalks and crosswalks. She will be meeting next week with Town staff and their Small Cities consultant to put together a pre-application. Ms. van Zelm said she continues to look into other opportunities for funding projects.

Ms. van Zelm said the Festival on Green Committee continues to meet and prepare for its event on September 12. She said the Committee will be looking for sponsorships and urged anyone interested in sponsoring the event to let her know.

She said she continues to meet with groups including student groups. This past month, Ms. van Zelm met with the UConn Residence Hall Association and the student leadership group.

She will be updating the Undergraduate Student Government (USG) and meeting with a subgroup of the Graduate Student Senate (GSS).

Mr. Lodewick said he would like to see more students get involved in the project and serving on committees including representatives from USG and GSS.

5. Update on Development Agreement between Partnership and Storrs Center Alliance

Tom Callahan said that good progress was being made on the development agreement. An outstanding issue is what is the reasonable expectation for Storrs Center Alliance to produce in terms of work on the Municipal Development Plan and their Business Plan before they have control over the site. He noted that there would be a conference call tomorrow to discuss these issues further and if anyone has additional questions, they should contact him or Ms. van Zelm.

6. Review of Committee Membership

Ms. van Zelm reviewed the memo on committee membership that she had included in the Board packet. There are currently nine people who are on a waiting list that expressed interest in serving on a Partnership committee with most of the interest in the Planning and Design, and Business Development and Retention committees. The Bylaws cap committee membership at 12 so this is why a significant waiting list has been established. Among the options, Ms. van Zelm recommended that the Board adopt a Bylaws amendment to increase the Committee membership to 15 and continue to encourage people to attend and participate on Committees they are interested in serving on while they are not a formal member. She said that she would be more proactive in inviting people on the waiting list to the committee meetings.

Mr. Lodewick asked Steve Bacon, in his capacity as Planning and Design Committee Chair, if he felt the Committee would be constrained by more than 12 members. Mr. Bacon replied in the negative and noted that he liked the idea of the 12 member cap applying to non-Board committee members.

Betsy Paterson noted that there might be less of a commitment by people if they were not bona fide committee members.

Al Hawkins thought the process should be as inclusive as possible.

Mr. Callahan agreed but thought there might be times when a vote is taken and it has to be clear as to who can vote.

Janet Jones said the Partnership might want to look at the option of requiring committee members to vacate their seat if they have three unexcused absences in a row, while also inviting people in to make comments at the meeting.

Mr. Lodewick suggested that the Nominating Committee, as the Bylaws review committee, review this issue and at the same time commit to being more proactive in inviting people on the waiting list to committee meetings.

7. Report from Committees

Advertising and Promotion – Ms. van Zelm provided an update in Dean Woods' absence. Ms. van Zelm said the Advertising and Promotion Committee had made some additional changes to the Mansfield brochure. She referred to the draft e-mailed to Board members and asked them to get her any changes soon. Ms. van Zelm said the Committee was working on the Spring newsletter.

2004 Fall Event – Betsy Paterson updated the Board on the Festival on the Green. She said the Fall Event Committee was working with a UConn subgroup on getting UConn students involved. The Committee is also working on a car show for the event.

Finance and Administration – Mr. Callahan said the Finance and Administration Committee would bring the Partnership's 2004/2005 budget to the Board for approval next month. The budget does anticipate a step up in financial commitment from UConn and the Town. Membership revenue would stay the same.

The Committee will also be reviewing additional sources of revenue to look at in the next year. Some additional staff capacity may be needed.

Ms. Paterson said she had testified at the State Legislature for reauthorization of the Small Town Economic Assistance Program (STEAP) where the Partnership has received funding for the municipal development plan.

She has also pulled together some information for Congressman Simmons on the Partnership and its grant requests when she meets with him next week in Washington D.C. as part of the League of Cities conference.

Membership Development – Betsy Treiber said the Committee met last Tuesday and she would be working with Committee member John Barry and Ms. van Zelm on some new membership strategies. There are currently 280 members representing \$11,760 in revenue for the Partnership.

Ms. Paterson suggested having membership forms available at the Festival on the Green.

Planning and Design – Steve Bacon reported that the Planning and Design Committee took a field trip to Eastern Connecticut State University (ECSU) to learn more about the Science Building and Residence Hall that they have under construction. ECSU is seeking to have these buildings LEED certified. The Committee met with Bill Leahy, Associate Executive Director for the Institute for Sustainable Energy, and Rene Theroux-Keech, ECSU Associate Director for Engineering and Design Services, who gave an overview of the projects. The Committee is continuing to try to educate itself on green building technology, before it meets with Storrs Center Alliance.

8. Executive Session - Personnel

Mr. Callahan made a motion to go into Executive Session to discuss Ms. van Zelm's performance evaluation. Dale Dreyfuss seconded. The motion was approved unanimously.

The Board came out of Executive Session and the following motion was made by Mr. Callahan: To approve an increase in Ms. van Zelm's base salary by 5 percent effective for the year beginning March 18, 2004 (anniversary date). Ms. Paterson seconded the motion. The motion was approved unanimously.

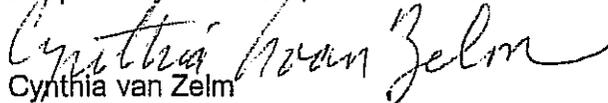
9. Discussion of Next Meeting Date

It was determined that many Board members will be unavailable for the next Board meeting scheduled for April 6. The Board decided to meet on Tuesday, March 30 at 4 pm instead unless the timing regarding a development agreement changes that date.

10. Adjourn

The meeting adjourned at 5:00 PM. The next meeting is set for March 30 at 4 pm.

Respectfully submitted,



Cynthia van Zelm
Executive Director, Mansfield Downtown Partnership, Inc.

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WINDHAM REGION COUNCIL OF GOVERNMENTS
MINUTES
March 5, 2004

A meeting of WINCOG was held on March 5 at the WINCOG offices, 968 Main Street, Willimantic, CT. Chairman Michael Paulhus called the meeting to order at 8:32 p.m.

Voting COG Members Present: Ralph Fletcher, Ashford; Chick Shifrin, Columbia; John Elsesser, Coventry (alt.); Margaret Haraghey, Hampton; Dan McGuire, Lebanon; Martin Berliner, Mansfield (alt.); Elizabeth Wilson, Scotland, and Michael Paulhus, Windham.

Staff Present: Barbara Buddington, Jana Butts.

Others Present: Roger Adams, Chamber of Commerce; Major John Buturla and John Vaz, Dept. of Public Safety/Div. of Homeland Security; David Dagon, Town of Mansfield; Roberta Dwyer, Northeast Alliance; Michael Gardner, Town of Ashford; John Jackman, Town of Mansfield; Pat Mancino, CT East; Thomas McNally, No Freeze Hospitality Center; Don Muirhead, Town of Windham; Virginia Sampietro, Eastern CT Workforce Investment Board; Dennis Twiss, Small Business Development Center.

PUBLIC COMMENT

Thomas McNally presented statistics on the usage of the No Freeze Hospitality Center which opened recently at the Calvary Chapel. It has been used by residents of several towns in eastern Connecticut, as well local residents. The Center is seeking recognition as an organization, will be applying for grants, and will be seeking letters of support from the Council of Governments for these applications. **MOVED by Mr. Elsesser, SECONDED by Mr. Shifrin, that staff be authorized to provide such letters stating that WINCOG strongly supports the efforts of the No Freeze Hospitality Center to provide temporary care for those without housing on freezing nights. MOTION CARRIED UNANIMOUSLY.**

Dennis Twiss of the Small Business Development Center announced that Virginia Governor Mark Warner will be at ESCU on Monday April 26. Governor Warner will be speaking on budgeting techniques focused on education, health, and workforce development. There will be a presentation at 11:00 a.m. in the Johnson Room of the J. Eugene Smith Library, followed by a luncheon from 12:15 to 2:00 p.m. Local elected officials are invited to attend. Invitations will be mailed out closer to the event.

Chair Paulhus left at approximately 8:45 a.m. Vice Chair Wilson carried out the duties of chairman for the rest of the meeting.

MINUTES

MOVED by Ms. Haraghey, SECONDED by Mr. Elsesser, to approve the minutes of the 2/12/04 special meeting as submitted. MOTION CARRIED with Mr. Shifrin abstaining.

UPDATES

Eastern CT Workforce Investment Board: Ms. Sampietro distributed a summary version of the EWIB's recently adopted work plan. She reported that the EWIB had submitted testimony against S.B. 433 that would have negatively impacted transit services for non-English speaking persons working at the casinos.

Connecticut East Convention and Visitors Bureau: Pat Mancino distributed a report *Tourism Works for America* that contains statistics on the economic benefits of tourism. She reported that all municipalities received forms on which to submit information on events and attractions that would ultimately be included in CT East promotions. Prior to making revisions, a request for updates is sent to current listings, CT East board members, and to each member town. CT East has moved into the QSHC office in Putnam. A committee is working on developing Bed & Breakfast "packages" that will be advertised in a new flyer.

REGIONAL EMERGENCY MANAGEMENT

Don Muirhead (Windham EMD), John Jackman (Mansfield EMD) and Dave Dagon (Mansfield Director of Emergency Services) addressed the COG on the need for more intermunicipal communication for efficient emergency management, and requested support from WINCOG to begin to explore such opportunities. As a specific example, there is a need for better communication among public works departments so that there is better awareness of who has what specialized equipment, and among EMD's to avoid duplication when decisions are made to open municipal shelters. Discussion followed. Mr. Elsesser suggested the Eastern CT Public Works Association as a vehicle for improved communication for those departments. **MOVED by Mr. Berliner, SECONDED by Mr. Fletcher, to begin a process of investigating**

how municipalities can work together better for emergency management. **MOTION CARRIED UNANIMOUSLY.**

2004 HOMELAND SECURITY FUNDING

Major John Buturla of the CT Dept. of Public Safety/Div. of Homeland Security reported that the U.S. Office for Domestic Preparedness (DHS) has accepted the Connecticut State Homeland Security Assessment and Strategy Program without changes. He handed out packets of information for every town listing the equipment that each town has received or that has been ordered. The purpose of the equipment distribution has been to increase ability and the focus is now shifting to training. Members of the COG expressed their concerns regarding the need for storage space and training. Major Buturla said that he would explore the possibility of using funds from the upcoming round of homeland security funding for the purchase of small trailers for equipment storage. Ms. Buddington asked if DHS has considered setting up a statewide exchange program for equipment that does not match a town's current needs. Major Buturla reported that there is a storage facility at the Brainerd Airport but that it could also take a regional form. Additionally, the Division of Homeland Security is working on obtaining training equipment and is sending personnel to Arkansas for train-the-trainer exercises. Lastly, the Division of Homeland Security is working on an MOU between the state and municipalities that will include a spending plan and other protocols.

TRANSPORTATION

STIP amendments: None.

WRTD Vehicle Storage Facility Feasibility Study: Ms. Buddington reported that the consulting firm, Gannett Flemming, has negotiated their contract proposal to meet WRTD's available funds. The contract should be signed within the next week.

ADMINISTRATION

Nominating Committee: Vice Chair Wilson appointed Mr. Elsesser, Mr. Shifrin, and Mr. Fletcher to a committee to nominate officers for the election in April. Staff distributed the results of the survey of the Board indicating which Board members would be willing to serve as officers.

Recommended Bylaw Changes*: The Regional Planning Commission recommended minor changes to the bylaws concerning their membership. The COG may act on these changes at the next meeting.

Contract Authorizations*: Mrs. Buddington asked that one change be made to the list of contract authorizations distributed with the meeting packets: including FY 2004 as well as FY 2005 in the first authorization on the list, regarding contracts for Community Emergency Response Team (CERT) efforts. An application is being submitted for funding which may start before the beginning of FY 2005. **MOVED by Mr. Berliner, SECONDED by Mr. McGuire, to approve the standard annual contract authorizations as amended. MOTION CARRIED UNANIMOUSLY.**

MEMBERS FORUM

Comments reflected frustration at the number of bills being considered by the General Assembly that could significantly affect municipalities and the fast speed at which bills were being raised by various committees. Mr. Elsesser again noted that DEP is still refusing to sign the required affidavit regarding gift-giving. No contract over \$100,000 between DEP and another party can be executed until this matter is resolved.

DIRECTORS REPORT

Ms. Buddington drew the Board's attention to the directors report that contains detailed emergency planning updates and other information. She reported that last night was the first in a series of Land Use Education Workshops provided by the CT Land Use Education Partnership. WINCOG and the Green Valley Institute are co-hosting the event and Columbia is the host town. Jim Gibbons of UConn's Cooperative Extension presented *The Roles and Responsibilities of Land Use Commissioners* to approximately 40 people from the Windham Region and surrounding towns. Mr. Elsesser suggested that the publication *What's Legally Required* be called to the attention of participants. The Town of Coventry has purchased copies of this book for each of its land use commission members.

NEW BUSINESS

April 2 meeting: Willimantic Whitewater Partnership (D. Mullins),
Election of officers,
Consideration of action on bylaws changes.

There being no further business, the meeting was adjourned at 9:50 a.m.

Respectfully submitted by Barbara Buddington, staff.

WINCOG
NOMINATION COMMITTEE RECOMMENDATIONS

WINCOG OFFICERS: April 2, 2004

Chairman	Daniel McGuire, Lebanon	New
Vice-Chairman	Elizabeth Wilson, Scotland	2 nd Year
Secretary	Rusty Lanzit, Chaplin	2 nd Year
Treasurer	Margaret Haraghey, Hampton	2 nd Year
Member at Large	Martin Berliner, Mansfield	2 nd Year

Submitted by:

John A. Elsesser, Coventry
Chick Shifrin, Columbia
Ralph Fletcher, Ashford

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**Mansfield Parks Advisory Committee
Draft Minutes for March 3, 2004**

Members present: Sue Craig, Jean Haskell, Jacquelyn Perfetto, David Silsbee, Jennifer Kaufman.
Excused: John Fisher. **Absent:** Pat Bresnahan. **Guests:** Vicky Wetherell.

I. The meeting was called to order by Sue Craig, acting chairperson, at 7:35 pm. The February 4 meeting minutes were accepted.

II. New Business.

- A. As a representative of The Willimantic River Alliance, Vicky Wetherell reported about the Alliance and the officially state designated "Greenway" they are establishing along the river with 25 miles of trails between Stafford Springs and Willimantic. Mansfield already has river trails in Merrow Meadow and Eagleville Preserve that will become a part of this Greenway. More efforts continue to connect public lands and use rights-of-way on private lands to complete the system. The proposed canoe launch and six-mile trail between Rt. 44 south to Plains Road will be a welcome Mansfield addition. Special Greenway signs will be posted at junctions and white blazes will be used throughout the system.
- B. Pat Bresnahan and/or Heather Fried volunteered to lead walks for CT Trails Day in June.

III. Continuing Business

- A. PAC member recruitment for three positions continues.
- B. Grants
 - 1. The Town is submitting a Plains Road Blueway/Greenway grant proposal as part of the 2004 Recreational Trail Program Grants. There will be a land swap between UConn (Plains Road) and the Town (Middle Turnpike).
 - 2. Jennifer will resubmit the NAV program proposal for the QSHC Partnership grants program.
- C. **Tasks for 2004.** Jennifer and Jean reported on the progress of a proposal for improved land management in our natural areas in 2004. This has been discussed at the two recent Land Management Committee meetings and we are encouraged to amend a submitted draft proposal, resubmit to committee members, and eventually pass on to the Town Council for approval. The proposal includes accounting estimates of Parks Coordinator time, labor distributions for volunteer, DPW, contractor, or staff time, specific projects for 2004, and the creation of a new part-time job of Field Coordinator.
- D. **PAC Reports**
 - 1. **Management.** David Silsbee will offer a review process of land management plans at the April meeting.
 - 2. **Volunteers.** Jean reported that the next workday is March 27 at Old Spring Hill Field. The official "thank you"/cake and coffee/volunteer recognition, is scheduled for a half hour before the April PAC meeting. Jacquelyn Perfetto will help. Invitations will be mailed to as many former/present volunteers as we can remember. Sue requested publicizing a butterfly monitoring training session again this summer before the butterfly count date.
 - 3. **Education.** The Winter tracking program was a great success. Plans continue for the May 2 Bird and Breakfast, Summer Insects in late July, and a native bushes program in September.
 - 4. **Communications.** Jennifer reported the Parks & Rec. Spring Magazine is in press, with information about the spring FOMP event and workday schedule. The summer issue will include further dates for summer activities.
 - 5. **Science. Enhancements.** Executive. No reports.
- E. **Park Updates.** None.
- F. **Non-PAC Reports.** No comments on Conservation Comm. minutes or OSPC minutes. PZC#1151-2 or PZC#1113-2 were difficult to review as the information was presented. There appeared to be no (PAC-related) recreational opportunities on either property. General comments about PZC files included that it is often difficult to put the proposed Open Space in context when given the information provided by the applicant. An attached prereview by a town ecologist, or wetland ecologist, or OSPC would be helpful, with an overview of how any conservation easement connects with the surrounding landscape or public lands. The Town's continuing collection of conservation easements without having in place an adequate monitoring or maintenance system also concerns PAC. Jean suggested that a plan with a conservation easement also gives money to the Town for all the future years of stewarding the property.

IV. Correspondence. None.

V. Future Agendas. Schedule dates for summer and fall FOMP programs. Begin land management plan review process.

The meeting adjourned at 9:10 pm.
Respectfully submitted,
Jean Haskell, Secretary, March 4, 2004

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MINUTES

MANSFIELD INLAND WETLAND AGENCY Regular Meeting, Monday, March 1, 2004 Council Chambers, Audrey P. Beck Municipal Building

Members present: R. Favretti (Chairman), A. Barberet, B. Gardner, J. Goodwin, R. Hall, K. Holt (arr. 7:43),
P. Kochenburger (arrived 7:20), G. Zimmer
Members absent: P. Plante
Alternates present: B. Ryan
Alternates absent: B. Mutch, B. Pociask
Staff present: G. Meitzler (Inland Wetlands Agent)

Chairman Favretti called the meeting to order at 7:05 p.m., appointing Alternate Ryan to act as a voting member.

Minutes : 2/2/04 – Barberet MOVED, Hall seconded to approve the Minutes as presented; MOTION PASSED unanimously.

2/10/04 field trip – Goodwin MOVED, Favretti seconded to approve the Minutes as presented; MOTION CARRIED, Favretti and Goodwin in favor, all others disqualified.

Communications: Conservation Commission 2/18/04 Minutes regarding W1250 (B. Thompson); W1247 (Jungden), and W1248 (Rock). It was noted that in the case of the Thompson application, Cons. Comm. members felt more information was needed; in the case of Rock, Cons. Comm. members voted that construction on proposed Lot 4 might have significant impact on wetlands (this would necessitate a vote of at least $\frac{3}{4}$ of IWA members in favor of the application to approve it.) The Wetlands Agent's 2/26/04 Monthly Business memo was also acknowledged.

Old Business

W1247, Jungden, proposed driveway relocation, Mansfield City Rd. – Mr. Meitzler's 2/20/04 memo was noted. Hall MOVED, Barberet seconded to grant an Inland Wetlands License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Michael Jungden (file W1247) for changes to the location of his driveway as part of a house addition project, on property owned by the applicant at 752 Mansfield City Rd., as shown on a map dated 1/23/04 revised through 2/25/04, and as described in other application submissions. This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

1. Appropriate erosion and sedimentation controls shall be in place prior to construction, maintained during construction, and removed when disturbed areas are completely stabilized;
2. This approval is valid for a period of five years (until 3/1/09), unless additional time is requested by the applicant and granted by the Inland Wetland Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED unanimously.

W1248, Rock, proposed 4-lot subdivision, Browns Rd. – Mr. Meitzler's 2/26/04 memo was noted, along with the Cons. Comm.'s comment described above. Mr. Hall disqualified himself on this application. Mrs. Barberet moved and Mrs. Gardner seconded a motion regarding the application, after which members discussed what some felt was the undesirability of proposed Lot 4. After discussion, Mrs. Barberet withdrew the motion, with the consent of the seconder. The project engineer, M. Dilaj, described the proposal, with special attention to attempts to mitigate effects on wetlands on proposed Lot 4. He noted that, although the lot is narrow, it does contain more buildable area than the regulations require; in addition, a 25-ft. conservation easement buffer along wetlands has been included to further protect the wetlands. A pump-operated septic system would also be required. In conclusion, Mr. Dilaj said he feels that use of the proposed lot is sufficiently restricted and the design would have no major impacts on the wetlands. He agreed that a certified soils scientist would attend the next IWA meeting to supply additional information, and members agreed to hold off further discussion and action until that time. Mrs. Barberet will draft an approval motion, and Mrs. Goodwin agreed to draft a denial motion.

W1250. Thompson. proposed 9-lot subdivision, Mansfield City Rd. – Mr. Meitzler's 2/25/04 memo recommended tabling of the proposal pending receipt of further information in answer to concerns raised by the Conservation Commission about the important wetland in the vicinity of the discharge location for proposed street drainage. Gardner MOVED, Zimmer seconded to table further discussion until the April meeting; MOTION PASSED unanimously. (Holt arrived at this time, 7:43 p.m.)

W1251. Harakaly. request for modification of an existing permit, Warrenville Rd. – Mr. Meitzler's 2/25/04 memo explains the location of the storage shed, which was approved in March, 2001. The shed was placed on concrete blocks, without any excavation. Holt MOVED, Hall seconded to modify the existing license (W1128) issued in March of 2001 to Steve Harakaly in accordance with Section 5 of the Inland Wetlands and Watercourses Regulations of the Town of Mansfield, to include a 10-ft. by 16-ft. addition to an existing shed on property owned by the applicant located at 583 Warrenville Rd., as shown on a map dated 1/27/04 and as described in other application submissions. This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

1. Appropriate erosion and sedimentation controls shall be in place prior to construction, maintained during construction, and removed when disturbed areas are completely stabilized;
2. This approval is valid for a period of five years (until 3/1/09), unless additional time is requested by the applicant and granted by the Inland Wetland Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED unanimously.

New Business – The 2/25/04 New Business memo discusses these applications.

W1251. request for a declaratory ruling, Hitchcock property, Hanks Hill Rd. – Mr. Meitzler's 2/25/04 memo was noted. Project engineer J. Luzak explained that the prospective applicants have requested that water testing be done on property of Hitchcock in the vicinity of Hitchcock's Pond on Hanks Hill Rd. in order to determine what uses could take place in the future. The Health District Director has directed that further testing is needed, and a 200-ft.-long trench is proposed to facilitate this testing. Mr. Meitzler stated that no as-of-right permission applies in this case, and a formal application would be needed, as included in members' packets. Goodwin MOVED, Holt seconded to receive the application submitted by Civil Solutions, LLC, (file W1252) under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to install a temporary test trench and monitoring wells required by the Sanitarian to show suitability for onsite subsurface residential sewage disposal on property on Hanks Hill Rd. owned by Sylvia Carson, as shown on a map dated Jan. 27, 2004, revised through Feb. 2, 2004 and as described in other application submissions, and to refer said application to the staff and Conservation Commission for review and comment. MOTION PASSED unanimously.

W1253. Semerzakis. proposed 2-lot residential subdivision on Hunting Lodge Rd. – Goodwin MOVED, Holt seconded to receive the application submitted by Elizabeth Semerzakis, (file W1253) under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield for a 2-lot residential subdivision on the west side of Hunting Lodge Road, approximately 3,000 feet north of North Eagleville Road, on property owned by the applicant, as shown on a map dated 2/20/04 and as described in other application submissions, and to refer said application to the staff and Conservation Commission for review and comment. MOTION PASSED unanimously.

Field trip – Scheduled for Tuesday, March 16, 2004, at 2 p.m.

Wetlands Regulations Review Committee – Mrs. Holt and Mr. Favretti reported work on revisions is ongoing.

Other Communications and Bills – As listed on the Agenda.

The meeting was adjourned at 8:05 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

MINUTES

MANSFIELD PLANNING & ZONING COMMISSION

Regular Meeting, Monday, March 15, 2004

Council Chambers, Audrey P. Beck Municipal Building

Members present: R. Favretti (Chairman), A. Barberet, B. Gardner, R. Hall, K. Holt, P. Kochenburger (arr. 7:11 p.m.), G. Zimmer
Members absent: P. Plante
Alternates present: B. Pociask, B. Ryan
Alternates absent: B. Mutch
Staff present: C. Hirsch (Zoning Agent), G. Padick (Town Planner)

Chairman Favretti called the meeting to order at 7:05 p.m., appointing Alternate Pociask to act for Mr. Plante and Alternate Ryan to act until Mr. Kochenburger's anticipated arrival.

2/17/04 Minutes – Barberet MOVED, Ryan seconded to approve the Minutes as presented; MOTION CARRIED, all in favor except Pociask, who was disqualified.

Zoning Agent's Report – The March, 2004 Enforcement Activity Report was noted.

Single-family residence issues – Mr. Hirsch continues to monitor houses which may have more occupants than allowed by the Regulations; 10 such cases are now in court. Mr. Hirsch reported that, while most landlords have agreed that there is an overpopulation problem, others are still looking into their situations. Although it is recognized that there is probably not much that can be done within the time frame of this semester, the Town hopes to get written verification from landlords that they will try to avoid this situation in the fall.

Altnaveigh Inn – The Zoning Agent and Chairman have approved a request from the new owner for interior alterations to allow use of some portion of the second floor as living quarters.

Zoning Board of Appeals – A meeting is to be arranged with the staff, PZC officers and members and ZBA officers to discuss the issue of signage for pending ZBA applications.

Recent CT Daily Campus article regarding housing – Mr. Hirsch explained that it is Town staff's policy not to respond in writing to newspaper articles. Mr. Hirsch, the Town Planner and the Ass't. Town Manager met recently with the University's Dean of Students to discuss ways to improve the current situation.

Partridge Way subdivision – After receiving several telephoned expressions of concern from the public, Mr. Hirsch and the Ass't. Town Engineer went to the site to investigate possible wetlands and stone walls violations. Mr. Meitzler concluded there has been no wetlands violation; Mr. Hirsch reported there has been no disturbance near the old house foundation or the well. He has spoken with the developer, to make sure he understands the approval conditions and the way stone wall revisions are to be treated.

Holiday Mall – The mall owners were sent a violation notice mandating removal of the flags, pennants, banners and signs announcing a new restaurant; the flags and pennants have been removed. In response to members' comments, Mr. Hirsch agreed to notify the mall owners that the fire lane, handicap spaces and other parking lines needs restriping this spring.

Old Business

Subdivision application, 4 proposed lots on Browns Rd., "Kidder Brook Estates, Ph. II." R.&V. Rock, file 1151-2. Submission of revised plans is expected in time for the next meeting.

Subdivision application, 9 proposed lots off Mansfield City Rd., "Wild Rose Estates, Sec. 2." B. Thompson, owner, file 1113-2 (Public Hearing scheduled for 4/5/04)

Subdivision application, 2 lots on Hunting Lodge Rd., E. Semerzakis, file 1216, was tabled, awaiting staff reports.

Regulatory Review Committee-proposed revisions to the Zoning and Subdivision Regulations, file 706-23 – A Public Hearing is scheduled for 4/19/04. Mr. Padick noted some minor revisions added as a result of discussion at the last PZC meeting, and summarized draft language he has submitted to the Town Attorney and WINCOG for

comments. He mentioned proposed revisions in regard to dimensions of parking spaces and aisle widths and access lanes in larger parking lots. This language is considered minor and, with the consensual agreement of the Commission, will become part of the draft proposed revisions that go to Public Hearing.

Verbal Updates:

Storrs Center Downtown project – Progress is being made, but at this time there is nothing new to report.

UConn Hazardous Waste Storage Facility Comparative Site Study – The investigative committee has completed its study, and comments on its recommendations are expected for the next PZC meeting;

UConn Environmental Policy Advisory Council and UConn Master Plan Update – A presentation during the next Town Council meeting will be given by R. Miller, UConn Dir. of Environmental Policy, at 7:30 p.m. Mr. Miller is also expected to discuss the Hazardous Waste Storage Facility issue and other aspects of the Master Plan.

Field trip – Members were reminded that a field trip is scheduled for Tuesday, March 16th; Barberet, Favretti, Goodwin, Gardner and Holt, who said they planned to attend, will be notified if the trip has to be rescheduled because of inclement weather.

Public Hearing: Special permit application of J. Chen for restaurant service of alcoholic beverages at University Plaza, 1232 Storrs Rd., file 274-2 – The Public Hearing was called to order at 7:32 p.m. Members and Alternates present were Barberet, Favretti, Gardner, Goodwin, Hall, Holt, Kochenburger, Pociask, Ryan and Zimmer. The legal notice was read and Mr. Padick's 3/11/04 memo was noted. The applicant submitted all the neighborhood notification receipts and explained that he wishes to serve alcoholic beverages only with meals at his Japanese restaurant; there would be no bar. Since the site is located across from a high school, Mr. Chen was asked how he would control potential sale of liquor to minors. He responded that the restaurant would have only 46 seats, and identification cards would be checked. Hours would be 11 a.m. to 9 p.m. on weekdays, and until 10 p.m. on weekends. The restaurant is planned to open in late April. No one in the audience wished to comment, and the Hearing was closed at 7:43 p.m. Mr. Kochenburger agreed to work on a draft motion.

New Business

DEP-approved Aquifer Protection Regulations – Mr. Padick's 3/12/04 memo was noted. The PZC had previously been designated by the Town Council as the Town's official Aquifer Protection Agency, but, based on current regulations, the designation must be reapproved through the adoption of a municipal Ordinance. Mrs. Barberet MOVED, Mrs. Holt seconded that the Planning and Zoning Commission communicate to the Town Council its desire to be officially designated, through the adoption of a municipal Ordinance, as Mansfield's Aquifer Protection Agency. MOTION PASSED unanimously.

Windham Water Works Supply Plan Update – Mr. Padick's 3/12/04 memo was noted. The draft is still being reviewed by the Town Planner; there is a 3/30/04 deadline for comments. Since this deadline date precedes the next PZC meeting, Holt MOVED, Barberet seconded that the PZC authorize its officers, with staff assistance, to send comments on the proposed Windham Water Supply Plan Update to the State Dep't. of Health. MOTION PASSED unanimously.

Public Hearing, resubdivision application, 3 proposed lots off Hanks Hill Rd., "Hanks Hill Estates, Sec. 5," Hunting Lodge Partners, LLC, file 596-4 - The Public Hearing was called to order at 7:46 p.m. Members and Alternates present were Barberet, Favretti, Gardner, Goodwin, Hall, Holt, Kochenburger, Pociask, Ryan and Zimmer. The legal notice was read and communications were noted from the Town Planner (3/11/04), Ass't. Town Engineer (3/11/04), Eastern Highlands Health District (L. South, 2/24/04), Fire Marshal (3/11/04) and M.G. Harper (3/12/04, submitted at meeting). Neighborhood notification cards were submitted by the applicant's engineer, D. Holmes, from all abutters except M. Harper. Mr. Holmes explained that he had revised the original plans on the basis of the most recent staff memos, and submitted them at the meeting. An application for 5 lots had been approved in 1988; the present application requests only three lots on the same 18.29 acres on the west side of Hanks Hill Rd. The lots would be accessed by three driveways leading off a common driveway which would follow the path of a prior uncompleted road. Soils have been re-tested and comply with current State Health Code requirements.

The applicant proposes using the Town's model conservation easement with modifying language allowing future completion of improvements required by the previous Inland Wetland Agency approval (although that work

is not a part of this application). None of the lots would front on Hanks Hill Rd. and all would have frontage on the common driveway.

A .81-acre linear strip, comprised mostly of wetlands and located at the southern end of the site, has been added to the proposed open space dedication. The open space would then be 3.55 acres, 19.4% of the site. Mr. Holmes later described the way in which the open space had been selected to comply with the Town's requirements that it be similar in character with the entire site. All utilities would be run underground.

A waiver of the recent requirement to have the survey coordinated with the CT Plan Coordinate System of 1983 is requested by the applicant; Mr. Padick stated that such requests have been previously been granted, and staff feels the request is reasonable.

In response to a member's suggestion, Mr. Holmes stated that the applicant does not wish to grant a right-of-way within the proposed open space for a possible future trail. The audience was then invited to comment.

R. Hitchcock, executor of the abutting Hitchcock estate, stated that he is in favor of the proposal, so long as it does not endanger natural drainage into the Hitchcock pond.

M. Harper, 129 East Rd., the southern abutter, who is also a historic preservation professional consultant, voiced concern regarding potential disturbance of the historic character of Hanks Hill Village. She felt that the planned house to be built on the ridge on Lot 3 would interrupt the tree line and view of the ridge, and asked that the size of the house be limited and that it be set back far enough and provided with sufficient buffer so that it could not be seen from the road. Mr. Holmes noted that the house is already planned at 750 feet back from the road, and an existing 50-ft. tree buffer would remain. Mr. Padick said that the Commission has no power to limit or otherwise regulate the size of houses, other than their maximum height. Mr. Hall added that he does not feel it is within the PZC's purview to make sure all houses are invisible from roads. Ms. Harper noted the Plan of Development's recognition of the historic importance of Hanks Hill Village, and requested that Lot 3 have the thickest tree buffer possible. Mrs. Goodwin pointed out that, in the area of the lot where the house is planned, the tree buffer is really only 10 feet wide.

The applicant, Michael Taylor, felt the view should be left open for the buyer of the house to enjoy, and said the Town already has stringent requirements regarding buffering protection. The Public Hearing was closed at 8:46 p.m.

New Business (cont.)

Well House subdivision, Browns Rd., request to extend the post-approval filing period, file 1212 – Mr. Padick's 3/12/04 memo explains this request. Holt MOVED, Barberet seconded that the Planning and Zoning Commission approve a second 90-day extension for submittal of final documents for the Well House subdivision on Browns Road, which was approved by the Commission on 11/3/03. MOTION PASSED unanimously.

Freedom Green, Phase IVB, request for additional units, file 636-4 – Mr. Padick's 3/12/04 memo was noted. Mr. Kochenburger MOVED, Mrs. Holt seconding, that the PZC table discussion on this item until the April 19th meeting and that Mr. Poitras's request be referred to staff and The Villages of Freedom Green Condominium Association president. MOTION PASSED unanimously.

Communications and Bills – As noted on the Agenda. The CT Town & City article on discontinuation and abandonment of roads was noted as particularly important.

The meeting was adjourned at 8:50 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

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WINDHAM REGION COUNCIL OF GOVERNMENTS

968 Main Street, Willimantic Connecticut 06226

(860) 456-2221/Fax: (860) 456-1235 Email: wincog@snet.net

Ashford Chaplin Columbia Coventry Hampton Lebanon Mansfield Scotland Windham

Item #11

April 5, 2004

FOR IMMEDIATE RELEASE

WINCOG ELECTS NEW OFFICERS

On April 2, the Windham Region Council of Governments (WINCOG) unanimously elected Lebanon First Selectman Dan McGuire to succeed Windham First Selectman Michael Paulhus as its Chairman. WINCOG's bylaws limit an individual to two consecutive terms in one office, making Mr. Paulhus ineligible for re-election. The following were re-elected to serve a second term: Scotland First Selectman Elizabeth Wilson, Vice Chairman; Hampton First Selectman Margaret Haraghey, Treasurer; and Mansfield Town Manager Martin Berliner, Member-at-Large. Rusty Lanzit, Chaplin First Selectman, was elected to serve a first term as Secretary, having been appointed to that office to fill a vacancy last November.

Coventry Town Manager John Elsesser and Mr. McGuire both thanked Mr. Paulhus for his effective leadership and dedicated service to the Council for the past two years, and for his ongoing hosting of the monthly meetings. During his term, he co-chaired the Northeastern Connecticut Economic Partnership with NECCOG Chairman (at that time) Dale Clark. This Partnership developed a comprehensive economic development strategy for the combined regions, and the acceptance of this plan by the U.S. Economic Development Administration made member towns eligible to apply for EDA grants and loans. As chairman, Mr. Paulhus also served as WINCOG's representative to the five-member council of the Eastern Connecticut Workforce Investment Area, the policy board of elected officials that guides the workforce investment efforts.

In other business, the board heard a presentation by representatives of the Willimantic Whitewater Partnership, discussed concerns about the process being developed for the state's use and distribution of funding for homeland security, endorsed amendments to the state's Transportation Improvement Program, and made the decision to look further into opportunities to share facilities and staff for animal control.

WINCOG provides a forum for discussing regional issues, explores effective and efficient regional approaches to challenges faced by its towns, offers cost-effective technical assistance to the region's elected officials, planners, economic development staff and land use commissioners, and links member towns with a variety of state and federal programs. Additional information about the Council and its activities is available at www.wincog.org.

The WINCOG Board will next meet on May 7, 2004, at the Windham Town Offices.

XXX

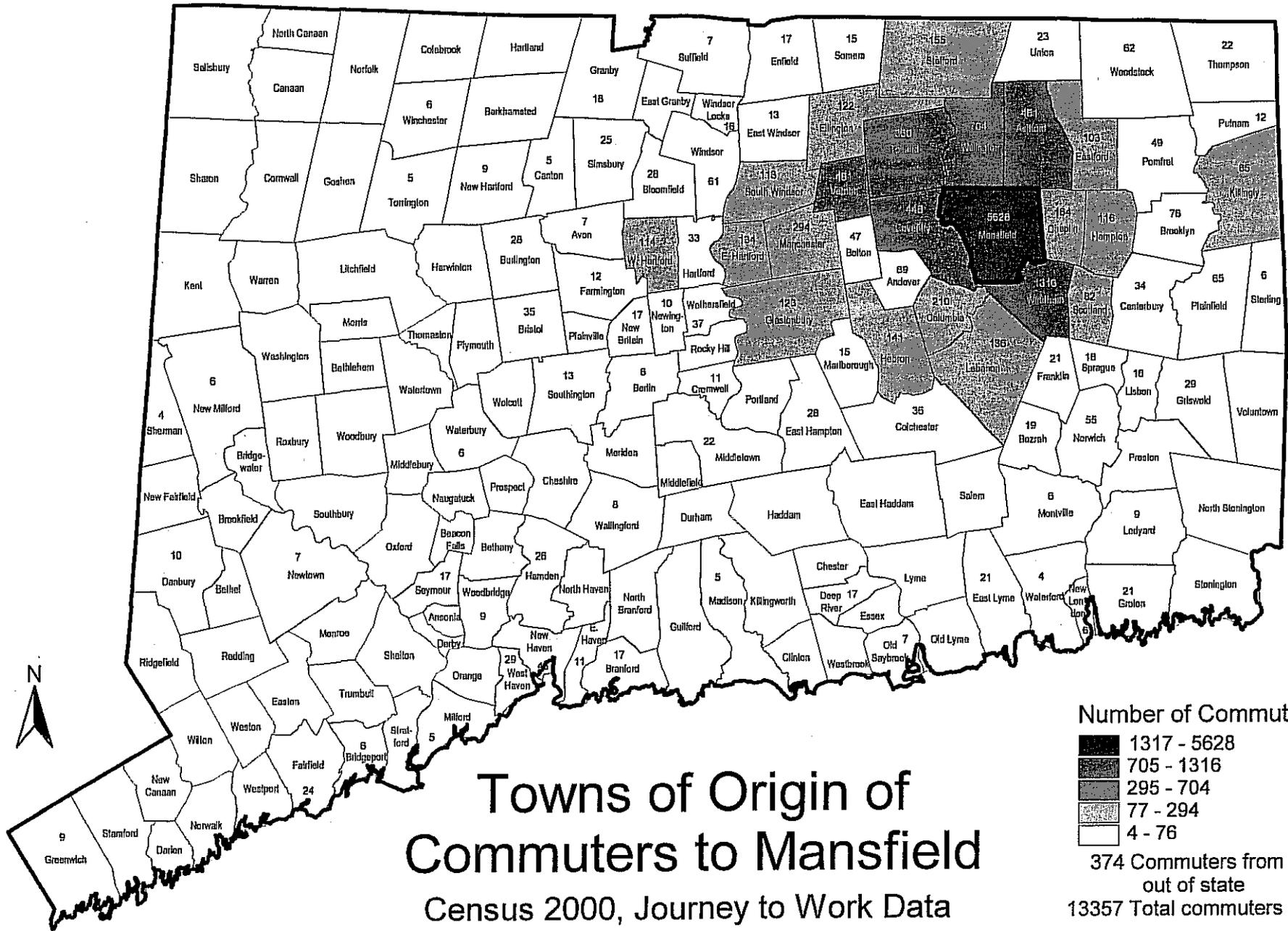
For further information, contact

*Barbara Buddington, Executive Director
(860) 456-2221
director.wincog@snet.net*

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Towns of Origin of Commuters to Mansfield

Census 2000, Journey to Work Data

Number of Commuters

	1317 - 5628
	705 - 1316
	295 - 704
	77 - 294
	4 - 76

374 Commuters from out of state
13357 Total commuters

DEVELOPMENT AGREEMENT

BY

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

AND

STORRS CENTER ALLIANCE LLC

April 5, 2004

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DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 5th day of April, 2004, by and between the **MANSFIELD DOWNTOWN PARTNERSHIP, INC.** (the "Partnership") a nonprofit corporation with an address at P.O. Box 513, 1244 Storrs Road, Storrs, Connecticut 06268 and **STORRS CENTER ALLIANCE LLC** (the "Master Developer") a Connecticut limited liability company having an address in care of LeylandAlliance LLC, 16 Sterling Lake Road, Tuxedo Park, New York 10987.

RECITALS

A. The Partnership is a Connecticut nonprofit, nonstock corporation incorporated September 5, 2002, as successor to an unincorporated association of similar name.

B. The Partnership commissioned the preparation of a concept master plan for the area of downtown Mansfield to be known as Storrs Center (or such other name as may be agreed upon by the Partnership and Master Developer) which culminated in the completion of the "Downtown Mansfield Master Plan, May, 2002" (the "Master Plan"). The Master Plan recommended that the Mansfield Town Council create a municipal development corporation under Chapter 132 of the Connecticut General Statutes to act as a municipal development agency charged with both the preparation and implementation of a Municipal Development Plan for Storrs Center satisfying the requirements of Connecticut General Statutes section 8-189 (the "MDP").

C. By action of the Mansfield Town Council on or about May 28, 2002, the Partnership was designated as the municipal development agency for the Town of Mansfield pursuant to Chapter 132 of the Connecticut General Statutes.

D. The main campus of the University of Connecticut (the "University") is located adjacent to Connecticut State Route 195 and the Storrs Center area. The University's policy is that redevelopment of the Storrs Center area in a manner consistent with the Master Plan will further its institutional mission.

E. In furtherance of its interest in facilitating the development of its property located in the Storrs Center project area, the University commissioned Baystate Environmental Consultants, Inc. to prepare an "Environmental Impact Evaluation for the Proposed Graduate Student Apartments and Downtown Mansfield Master Plan Projects, Storrs, Connecticut" (the "EIE") pursuant to Connecticut General Statutes section 22a-1 et seq.

F. On or about April 28, 2003, the Secretary of the Connecticut Office of Policy and Management approved the EIE, subject to two conditions, including the condition that a municipal development plan be prepared pursuant to Chapter 132 of the Connecticut General Statutes.

G. On or about May 12, 2003, the Partnership released to the public a "Request for Developer Qualifications and Concepts (RFQ), Downtown Mansfield Municipal Development Plan, Mansfield, Connecticut" ("RFQ"). The purpose of the RFQ was to solicit written qualifications and concepts from development organizations interested in being designated the Master Developer for Storrs Center. The RFQ pertained to the parcels of land described in Exhibit A and located in the Town of Mansfield adjacent to or in the vicinity of Connecticut State Route 195 and the campus of the University of Connecticut (the parcels described in Exhibit A being the "Project Area"). It is understood that the Project Area may be modified from time to time, by mutual consent of the Partnership and the Master Developer. The Partnership neither owns nor plans to acquire any real property located within the Project Area.

H. The Partnership has engaged the firm of Looney Ricks Kiss Architects, Inc. ("LRK") and LRK's subconsultants including, but not limited to, EDAW Inc., Urban Partners and URS Corporation (collectively with LRK the "LRK Team") to assist the Partnership in the preparation of the MDP. The LRK Team is responsible for completing certain tasks for the Partnership, as set forth in a certain scope of services (the "LRK Team Scope of Services") attached as Exhibit B of this Agreement.

I. The RFQ provided that, once selected, the Master Developer would participate with the Partnership and the Partnership's consultants in the conceptual design of Storrs Center and the preparation of an MDP and ultimately in implementing the MDP by developing the Project Area in a manner consistent with the MDP (the "Project").

J. In furtherance of its interest in being designated the Master Developer for the Project, Storrs Center Alliance LLC invested resources in responding to the RFQ, including consulting with various real estate, planning, architectural, engineering and legal professionals, preparing materials responsive to the RFQ and participating in interviews with the Partnership.

K. At the conclusion of the Partnership's review of qualifications from the various entities that responded to the RFQ, the Partnership selected Storrs Center Alliance LLC to be the Master Developer for the Project.

L. Since its designation as Master Developer, Storrs Center Alliance LLC has undertaken substantial additional efforts toward developing the Project, including research, data gathering, planning, preliminary engineering, retention of consultants and attending numerous meetings to discuss the Project with its professional team and the Partnership.

M. The University owns certain parcels of land located within the Project Area. The Master Developer has entered into negotiations with the University to enter into a mutually acceptable agreement for the acquisition of certain parcels of land owned by the University (the "Land Acquisition Agreement").

N. The University currently owns and operates a water supply system that serves the Storrs Center area of Mansfield. The University has stated its commitment to fully serving all water supply needs arising from the Project. The Master Developer and the University shall

enter into negotiations for a mutually acceptable water supply agreement (the "Water Supply Agreement").

O. The University currently owns and operates a water pollution control facility that provides sanitary sewer service to the Storrs Center area of Mansfield. The University has stated its commitment to fully serving all sanitary sewer needs arising from the Project. The Master Developer and the University shall enter into negotiations for a mutually acceptable sanitary sewer service agreement (the "Sanitary Sewer Service Agreement").

P. The Developer and the Partnership desire to memorialize their various agreements relating to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall, unless the context otherwise requires, have the respective meanings assigned to such terms in this Article I or the Section or Article of this Agreement referred to below:

"Agreement" has the meaning set forth in the initial paragraph of this Agreement, as such Agreement may be amended from time to time.

"Business Day" means any day other than a Saturday, Sunday, legal holiday as recognized in the State of Connecticut, or any other day on which, in the State of Connecticut, the United States Post Office has no scheduled deliveries.

"Business Plan" has the meaning set forth in Section 2.1 of this Agreement.

"Conceptual Site Plan" has the meaning set forth in Section 2.1(b) of this Agreement.

"Development Program" has the meaning set forth in Section 2.1(a) of this Agreement.

"EIE" has the meaning set forth in Recital E of this Agreement.

"Financing Plan" has the meaning set forth in Section 2.1(d) of this Agreement.

"Governmental Approvals" has the meaning set forth in Section 5.2 of this Agreement.

"Governmental Authority" means any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever of any governmental unit (whether federal, state,

county, district, municipal or otherwise), whether now or hereafter in existence, which have jurisdiction over all or any portion of the Project.

“Land Acquisition Agreement” has the meaning set forth in Recital M of this Agreement.

“Land Records” means the land records of the Town of Mansfield.

“LRK Team Scope of Services” has the meaning set forth in Recital H of this Agreement.

“Master Developer” means Storrs Center Alliance LLC, a Connecticut limited liability company, its successors and permitted assigns in connection with the rights and obligations assigned.

“Master Developer Default” has the meaning set forth in Section 13.1 of this Agreement.

“Master Plan” has the meaning set forth in Recital B of this Agreement.

“Municipal Development Plan” or “MDP” has the meaning set forth in Recital B of this Agreement.

“Partnership Default” has the meaning set forth in Section 14.1 of this Agreement.

“Project” has the meaning set forth in Recital I of this Agreement.

“Project Area” has the meaning set forth in Recital G of this Agreement.

“Project Management Plan” has the meaning set forth in Section 2.1(f) of this Agreement.

“RFQ” has the meaning set forth in Recital G of this Agreement.

“ROFR Period” has the meaning set forth in Section 13.2(d) of this Agreement.

“Sanitary Sewer Service Agreement” has the meaning set forth in Recital O of this Agreement.

“University” has the meaning set forth in Recital D of this Agreement.

“Water Supply Agreement” has the meaning set forth in Recital N of this Agreement.

ARTICLE II

DEVELOPMENT OF A BUSINESS PLAN FOR THE PROJECT

Section 2.1. Business Plan. The Master Developer, in consultation with the Partnership, shall prepare a confidential business plan for the development and construction of

the Project (the "Business Plan"). The Business Plan shall include, but not be limited to, the following elements:

(a) A development program consisting of a statement of the proposed number, types and mix of residential units within the Project (which may be in the form of a range, consisting of proposed minimum and maximum amounts) and a statement of the proposed square footages (which may also be a proposed range of square footages) for each type of non-residential use proposed within the Project (the "Development Program").

(b) A conceptual site plan for the Project identifying the proposed locations of each type of land use; proposed locations of buildings, public and private streets, parking areas, public spaces and sidewalks; approximate locations of storm drainage improvements for the Project; and approximate locations of utilities servicing the Project (the "Conceptual Site Plan").

(c) A preliminary list of all governmental permits and approvals that will be required to complete the Project.

(d) A financing plan for the Project generally identifying proposed sources of funding for each component of the Project, approximate amounts of funding for each component of the Project and anticipated timing and sequencing of Project financing (the "Financing Plan").

(e) A critical path chart or similar timeline outlining the anticipated sequence and phasing of development of the Project.

(f) A preliminary management plan for the Project setting forth the anticipated methods and responsibilities for maintaining the improvements contained in the Project following the completion of construction (the "Project Management Plan").

Section 2.2. Timing of Business Plan Completion. The Business Plan shall be completed in two phases. First, the Master Developer, in consultation with the Partnership, shall prepare a preliminary draft of the Business Plan within 120 days of the execution of this Agreement. Second, the Master Developer, in consultation with the Partnership, shall prepare a final draft of the Business Plan. Given that implementation of the Business Plan will depend upon approval of the MDP and the receipt of all Governmental Approvals, the final draft of the Business Plan shall be completed no later than 120 days following final approval of the MDP and the receipt of all required Governmental Approvals. The preliminary and final drafts of the Business Plan shall be subject to approval by the Partnership, which approvals shall not be unreasonably withheld or delayed.

Section 2.3. Flexibility. The Parties acknowledge that the viability of the Project depends upon the Business Plan being flexible enough to adapt to changing circumstances, including changes in economic and real estate market conditions. Therefore, the Business Plan may be modified from time to time by the Master Developer, such modifications to be subject to approval by the Partnership, such approvals not to be unreasonably withheld or delayed.

ARTICLE III

PREPARATION OF THE MUNICIPAL DEVELOPMENT PLAN

Section 3.1. Preparation of the MDP. Within 120 days after the execution of this Agreement, the Developer and the Partnership shall prepare an MDP for the Project. The 120 day time period does not include any of the review and approval processes referenced in Article IV. It is expected that there will be overlap between elements of the MDP and the Business Plan. Each party's work on the MDP shall be at its own expense. The MDP shall include, but not be limited to, the following elements, to the extent legally required:

- (a) A legal description of the land within the Project Area.
- (b) A description of the present condition and uses of the Project Area.
- (c) A description of the types and locations of land uses or building uses proposed for the Project Area.
- (d) A description of the types and locations of present and proposed streets, sidewalks and sanitary, utility and other facilities and the types and locations of other proposed site improvements.
- (e) Statements of the present and proposed zoning classification and subdivision status of the Project Area and the areas adjacent to the Project Area.
- (f) A plan for relocating Project Area occupants.
- (g) A financing plan for the Project.
- (h) An administrative plan for the Project.
- (i) A marketability and proposed land use study or building use study for the Project Area.
- (j) Appraisal reports and title searches of the Project Area.
- (k) A statement of the number of jobs which the Partnership anticipates would be created by the Project and the number and types of existing housing units in the Town of Mansfield and in contiguous towns which would be available to employees filling such jobs.
- (l) Findings appropriate to the Project and necessary to comply with Chapter 132 of the Connecticut General Statutes.

Section 3.2. Role of the LRK Team. Nothing in this Agreement limits any of the LRK Team's obligations to the Partnership under the LRK Team Scope of Services. The Partnership

shall use best efforts to cause the LRK Team to consult and cooperate with the Master Developer in completing the tasks described in the LRK Team Scope of Services.

Section 3.3. Extension Periods. The Parties will cooperate to achieve the earliest possible approval of the MDP. The Parties acknowledge that the completion of the MDP will require input from, and the involvement of, various other agencies and individuals. Circumstances may reasonably prevent the completion of the MDP within 120 days after the execution of this Agreement. Therefore, either the Master Developer or the Partnership may request one or more extensions of time from the other in which to complete the MDP; the parties shall act reasonably and expeditiously in consideration of any such request.

ARTICLE IV

REVIEW AND APPROVAL OF THE MUNICIPAL DEVELOPMENT PLAN

Section 4.1. Generally. The Master Developer shall, at its own expense, pursue the MDP approval process to completion, and will participate in such revisions as may be needed to obtain all approvals on the same basis as preparation of the originally-submitted MDP. It is understood, however, that the Partnership and the LRK Team shall cooperate fully with the Master Developer, and that certain tasks required to complete the MDP process shall be completed by the Partnership's consultants, who shall be paid by the Partnership. Unless and until the MDP is fully approved by all necessary authorities, the Master Developer shall not apply for any permits relating to construction of any part of the Project, including improvements on any land the Master Developer may acquire from owners other than the University.

Section 4.2. Review by the University of Connecticut. The Partnership, the Master Developer and its consultants shall present the MDP to the Board of Trustees of the University of Connecticut and request the endorsement of the MDP by the Board of Trustees.

Section 4.3 Review by the Town of Mansfield Planning and Zoning Commission. The Partnership, the Master Developer and its consultants shall present the MDP to the Mansfield Planning and Zoning Commission and request a determination that the MDP is in accord with the Mansfield Plan of Conservation and Development.

Section 4.4. Review by the Windham Regional Council of Governments. The Partnership, the Master Developer and its consultants shall present the MDP to the Windham Regional Council of Governments and request a determination that the MDP is in accord with the plan of development for the region.

Section 4.5. Review by the Partnership. The Master Developer and its consultants shall present the MDP to the Partnership in a public hearing and request approval of the MDP.

Section 4.6. Review by the Mansfield Town Council. The Partnership, the Master Developer and its consultants shall present the MDP to the Mansfield Town Council and seek approval of the MDP.

Section 4.7. Review by the Commissioner of the Connecticut Department of Economic and Community Development. Immediately upon approval of the MDP by the Mansfield Town Council, the Partnership shall submit the MDP to the Commissioner of the Department of Economic and Community Development for approval.

Section 4.8. Joint Meetings. Nothing in this Agreement shall preclude any of the required meetings or public hearings with the Partnership, the Mansfield Planning and Zoning Commission, the Windham Regional Council of Governments or the Mansfield Town Council from being held as joint meetings.

ARTICLE V

PERMITS AND APPROVALS; TIMING; CONSTRUCTION OF THE PROJECT

Section 5.1. Timing of Agreements with the University. The Master Developer shall, with reasonable diligence, pursue negotiations with the University with the goal of executing the Land Acquisition Agreement, the Water Supply Agreement and the Sanitary Sewer Service Agreement at the earliest possible date. The Master Developer shall not be in default of this Agreement if the Land Acquisition Agreement, the Water Supply Agreement or the Sanitary Sewer Service Agreement is not executed.

Section 5.2. Permits and Approvals. Beginning promptly after final approval of the MDP, the Master Developer shall, with reasonable diligence, prepare detailed plans and appropriate supporting materials and apply for all permits and approvals that are required from any Governmental Authority in order to construct the Project substantially in accordance with the MDP (each a "Governmental Approval" and collectively the "Governmental Approvals"), with the exception of the following:

(a) Any permits or approvals required to provide a potable water supply to the Project pursuant to the Water Supply Agreement.

(b) Any permits or approvals required to provide sanitary sewer service to the Project pursuant to the Sanitary Sewer Service Agreement.

Section 5.3. Utility Service to the Project. Nothing in this Article is intended to relieve the Master Developer from paying for the normal cost of utility services and assessments (it being understood that the terms of supply of water and sanitary sewer service shall be governed by the Water Supply Agreement and the Sanitary Sewer Service Agreement).

Section 5.4. No Default. The failure of the Master Developer to receive any one or more Governmental Approvals shall not constitute a Master Developer Default under this Agreement. The Master Developer may, in its sole discretion, prosecute, defend or withdraw from, any appeals or other litigation relating to the Project. The failure of the Master Developer

to prosecute, defend or prevail in appeals or other litigation relating to the Project shall not constitute a Master Developer Default under this Agreement.

Section 5.5. New Zoning District. The Partnership intends to seek approval from the Town of Mansfield Planning and Zoning Commission of a new zoning district designation for the Project Area that will permit all of the contemplated uses of land within the Project, including all relevant and appropriate zoning requirements. The Partnership agrees to consult with the Master Developer before submitting any specific zoning proposals to the Town of Mansfield. The Master Developer may, in its sole discretion, be co-applicant with the Partnership on this or any other zoning related matters, provided that the Master Developer bears all of its own expenses in such participation.

Section 5.6. Timing of Construction. The Master Developer shall construct the Project substantially in accordance with the terms and conditions of the Governmental Approvals according to the following schedule:

(a) The Master Developer shall obtain a written construction loan commitment, and provide evidence of same to the Partnership, no later than ninety (90) days following the receipt of or in the event of, as the case may be, each of the following:

- (i) all Governmental Approvals;
- (ii) written assurance from the University that an adequate supply of potable water is available to serve the entire Project pursuant to the terms of the Water Supply Agreement;
- (iii) written assurance from the University that adequate sanitary sewer service is available to serve the entire Project pursuant to the terms of the Sanitary Sewer Service Agreement; and
- (iv) any and all appeals or other litigation relating to the Project have been fully and finally concluded in favor of the Master Developer in all respects and all applicable appeal periods have expired.

(b) The Master Developer shall start construction of the Project no later than sixty (60) days following the receipt of the written construction loan commitment described in section 5.6(a) above.

(c) The Master Developer shall pursue the Project with reasonable diligence. The Master Developer may at any time request the Partnership's agreement to phasing of construction pursuant to Section 16.6, which requests shall not be unreasonably withheld. The Master Developer shall complete construction of the Project no later than four (4) years following the start of construction described in section 5.6(b) above.

(d) The foregoing deadlines shall be subject to extension upon the written request of the Master Developer in the event that one or more events not reasonably within the control of the Master Developer (other than difficulty, delay or failure to acquire land from grantors other than the University) make such request reasonable. In addition, it is understood that if a deadline

is extended for any task that is required to be completed before proceeding to a later task, the deadline for the succeeding task shall also be extended for a corresponding period of time.

Section 5.7. Costs of Construction. The costs of construction of the Project shall be borne entirely by the Master Developer, with the understanding that the Master Developer may pursue certain public funding from local, state and/or federal sources, as well as private funding from equity investors, lending institutions and such other sources as the Master Developer may elect to pursue in its sole discretion. The Master Developer agrees that the receipt of such funding is not a condition precedent to its obligations to construct the Project as set forth in this Agreement.

Section 5.8. Coordination of Construction. The Master Developer shall coordinate the activities of its general contractors in connection with the construction of the Project with the Partnership, the Town of Mansfield and the University of Connecticut. The Master Developer's general contractors shall review construction schedules with the Partnership on a regular basis to facilitate timely cooperation and public awareness of the Project.

ARTICLE VI

TRANSFER OF REAL PROPERTY RELATED TO PROJECT

Section 6.1. Generally. The Partnership and the Master Developer acknowledge that, before construction shall commence on any particular property, the Master Developer shall have acquired fee simple interest to such real property (or such other legal interest that may be acceptable to Master Developer). Nothing in this Agreement shall preclude the Partnership and the Master Developer from agreeing to structure development of all or part of the Project through other means of control over real property including, but not limited to, one or more ground leases.

Section 6.2. Transfer of University Property. Any default by the University under the Land Acquisition Agreement shall not constitute a Master Developer Default under this Agreement.

Section 6.3. Transfer of Other Real Property. The Master Developer may acquire any other real property that it deems necessary for the completion of the Project.

ARTICLE VII

WATER SUPPLY; SANITARY SEWER; UTILITIES

Section 7.1. Water Supply. Any default by the University under the Water Supply Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.2. Sanitary Sewer. Any default by the University under the Sanitary Sewer Service Agreement shall not constitute a Master Developer Default under this Agreement.

Section 7.3. Utilities. The Master Developer shall arrange for all utility service to the Project including, but not limited to, electric, gas, telephone and cable TV. The foregoing obligation shall be subject to the University's willingness to enter into the Water Supply Agreement and the Sanitary Sewer Service Agreement, on terms mutually acceptable to the University and the Master Developer.

ARTICLE VIII

COOPERATION

Section 8.1. Cooperation. The Master Developer and the Partnership, and each of their respective agents, consultants, representatives and advisors, shall fully and expeditiously cooperate in a reasonable manner and in good faith for the duration of this Agreement in all matters relating to this Agreement including, but not limited to, the following:

(a) The Partnership and the Master Developer agree to meet on a regular basis for the purpose of achieving final approval of the MDP and the complete development of the Project.

(b) The Partnership shall use its best efforts to assist the Master Developer in the expeditious preparation and processing of all applications for Governmental Approvals.

(c) To the extent that the Partnership is required or requested to review plans, applications or other materials prepared by the Master Developer relating to the Project, the Partnership shall cooperate in completing such review in an expeditious manner recognizing that time is of the essence.

(d) To the extent that the Partnership's authorization, consent or approval is required on any written materials, plans, applications or other matters relating to the MDP or to the Project, the Partnership shall cooperate in providing such authorization, consent or approval in an expeditious manner, recognizing that time is of the essence, and shall not unreasonably withhold or delay the granting of such authorization, consent or approval.

(e) The Partnership shall use its best efforts to assist the Master Developer in any negotiations or discussions with any public or private entity related to the Project including, but not limited to, the University of Connecticut and the Town of Mansfield, and in seeking public and private funding for the Project.

(f) The Partnership and the Master Developer acknowledge that extensive public communications will be necessary to ensure the success of the Project. The Partnership and the Master Developer shall cooperate in the regular dissemination of information to the public in a timely manner.

(g) Future circumstances may cause either party to believe that the uses, density, design, arrangement or any other aspect of the Project should be changed. In such an event, the parties agree to cooperate with each other in resolving whether or not to modify the Project, including the potential modification of the Business Plan, the MDP or any Governmental Approvals. No such modification proposed by either party shall be rejected unreasonably by the other party.

(h) The parties shall jointly prepare, print (at the Master Developer's expense) and disseminate a public report on the status of the Project at least annually, provided that this shall not limit the frequency, distribution or content of such additional public communications the Master Developer wishes to make.

ARTICLE IX

DISPUTE RESOLUTION

Section 9.1. Arbitration. Any dispute arising between the Parties hereto concerning any matter of performance under, or interpretation or breach of, this Agreement shall be settled by arbitration. Either Party may serve upon the other Party a written notice demanding that the dispute be resolved pursuant to this Article. Within ten (10) days after the giving of the above mentioned notice, each of the Parties hereto shall nominate and appoint an arbitrator and shall notify the other Party in writing of the name and address of the arbitrator so chosen. Upon the appointment of the two arbitrators as hereinabove provided, said two arbitrators shall forthwith, and within ten (10) days after the appointment of the second arbitrator, and before exchanging views as to the question at issue, appoint in writing a third arbitrator and give written notice of such appointment to each of the Parties hereto. In the event that the two arbitrators shall fail to appoint or agree upon such third arbitrator within said ten (10) day period, a third arbitrator shall be selected by the Parties themselves if they so agree upon a third arbitrator within a further period of ten (10) days. If any arbitrator shall not be appointed or agreed upon within the time herein provided, then either Party on behalf of both may request such appointment by the American Arbitration Association (or a successor or similar organization if the American Arbitration Association is no longer in existence). Said arbitrators shall be sworn faithfully and fairly to determine the question at issue. The three arbitrators shall each be duly qualified in the subject matter of the dispute under arbitration and shall afford to the Master Developer and the Partnership the privilege of cross-examination, on the question at issue, and shall, with all possible speed, make their determination in writing and shall give notice to the Parties of such determination. The concurring determination of any two of said three arbitrators shall be binding upon the Parties hereto, or, in case no two of the arbitrators shall render a concurring determination, then the determination of the third arbitrator appointed shall be binding upon the Parties hereto. Each Party shall pay the fees of the arbitrator appointed by it, and the fees of the third arbitrator shall be divided equally between the Parties. In the event that any arbitrator appointed as aforesaid shall thereafter die or become unable or unwilling to act, his or her successor shall be appointed in the same manner provided in this Article for the appointment of the arbitrator so dying or becoming unable or unwilling to act.

Section 9.2. Location of Arbitration Proceedings. All arbitration proceedings pursuant to this Agreement shall be conducted in either Hartford, Connecticut or Mansfield, Connecticut, or any other location to which all Parties agree.

Section 9.3. Mediation. Nothing in this Agreement shall prevent the Parties from mutually agreeing to engage in non-binding mediation in an effort to resolve any dispute arising out of this Agreement. To the extent that the Parties agree to engage in such mediation, either party may elect to withdraw from the mediation at any time, in which case all provisions of this Article shall continue to apply.

ARTICLE X

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

Section 10.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Partnership, and constitutes the legal, valid and binding agreement of the Partnership, enforceable against the Partnership in accordance with its terms.

Section 10.2. Full Disclosure. The Partnership has disclosed to the Master Developer all information, whether embodied in written or oral form, that is material to the Project. No representation or warranty of the Partnership, and no statement made in any document delivered by it to the Master Developer, omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 10.3. Exclusive Dealings. The Partnership is pursuing the development of the Project Area exclusively with the Master Developer, and the Partnership covenants that it has not and will not engage in any communications, whether written or oral, with any other developer entity for so long as this agreement is in effect.

Section 10.4. Noncompetition. For a period of seven (7) years following the date hereof, the Partnership shall not engage in any development or other business activity which, if successful, might reasonably compete with the business interests of the Master Developer or any of the actual business tenants, owners or occupants of property developed by the Master Developer unless the Partnership obtains the Master Developer's written permission to engage in such activity. The Master Developer shall not withhold such permission unless the Master Developer reasonably believes the activity would materially harm the Project. The following activities of the Partnership shall not constitute a breach of this covenant: physical improvements made or supported by the Partnership to any land located outside the Project Area, without change of use of such land, and general land use planning activities for land located outside the Project Area, provided that the Partnership consults regularly and in good faith with the Master Developer regarding such activities.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES OF THE MASTER DEVELOPER

Section 11.1. Due Authorization. This Agreement has been duly authorized, executed and delivered by the Master Developer, and constitutes the legal, valid and binding agreement of the Master Developer, enforceable against the Master Developer in accordance with its terms.

Section 11.2. Full Disclosure. No representation or warranty of the Master Developer, and no statement made in any document delivered by it to the Partnership, omits a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

Section 11.3. No Discrimination. The Master Developer shall not discriminate upon the basis of age, race, color, religion, disability, sex, national origin or sexual orientation in the sale, lease or rental or in the use or occupancy of the Project Properties.

Section 11.4. Compliance with Laws. The Master Developer shall comply with all applicable laws in the execution of the Project and performance of this Agreement.

Section 11.5. Hold Harmless: Indemnification. The Master Developer shall hold the Partnership and its officers and employees harmless from, and shall indemnify them against, any claims arising out of actual or alleged negligence, or any intentional wrongdoing on the part of the Master Developer or any of the Master Developer's officers, employees or agents in connection with the Project.

ARTICLE XII

NOTICES

Section 12.1. Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, or (iii) transmitted by nationally recognized overnight courier service to the applicable party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) five (5) business days after the date of posting if transmitted by registered or certified mail, return receipt requested, or (c) one (1) Business Day after pick-up if transmitted by a nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other Persons to whom they are required or permitted to be given. Any party hereto may change its address for purposes hereof by notice given to the other party in accordance with the provisions of this Article XII, but such notice shall not be deemed to have been duly given unless and until it is actually received by the other party.

Notices hereunder shall be directed:

To the Partnership:

Mansfield Downtown Partnership, Inc.
P.O. Box 513
1244 Storrs Road
Storrs, Connecticut 06268
Attn: Cynthia van Zelm, Executive Director
Telephone: (860) 429-2740
Facsimile: (860) 429-2719

With copies at the same time to:

Leeland J. Cole-Chu, Esq.
Cole-Chu & Company, LLC
261 Williams Street
Post Office Box 1390
New London, Connecticut 06320
Telephone: (860) 442-0150
Facsimile: (860) 442-8353

To the Master Developer:

Storrs Center Alliance LLC
c/o LeylandAlliance LLC
16 Sterling Lake Road
Tuxedo Park, New York 10987
Attn: Howard Kaufman, General Counsel
Telephone: (845) 351-2900
Facsimile: (845) 351-2922

With copies at the same time to:

The Marquette Companies
175 South HighPoint Drive
Romeoville, IL 60446
Attn: Bruno Bottarelli
Telephone: (630) 364-0000
Facsimile: (630) 364-0001

and

Robinson & Cole LLP
280 Trumbull Street
Hartford, Connecticut 06103
Attn: Thomas P. Cody, Esq.
Telephone: (860) 275-8264
Facsimile: (860) 275-8299

ARTICLE XIII

DEFAULT BY THE MASTER DEVELOPER

Section 13.1. Default. The occurrence of any one or more of the following shall constitute a "Master Developer Default" under this Agreement:

(a) The occurrence (including the discovery of any prior occurrence) of any intentional, material misrepresentation by the Master Developer to the Partnership, to the Town of Mansfield, to the University, or to any of their officers or agents.

(b) The occurrence of a material default by the Master Developer under the Land Acquisition Agreement, the Water Supply Agreement or the Sanitary Sewer Service Agreement, subject to whatever rights to cure the respective agreement(s) may provide.

(c) The occurrence of any breach by the Master Developer of a material covenant or warranty contained in this Agreement, and the failure to cure such breach in a manner reasonably acceptable to the Partnership within thirty (30) days following the Partnership's giving of written notice of such breach; provided, if the Master Developer commences the cure of said breach within said thirty (30) day period, and continues with diligence to cure same, said thirty (30) day period shall be extended, and no Master Developer Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Master Developer to complete such cure.

Section 13.2. Remedies. Upon the occurrence of a Master Developer Default, the Partnership shall have no further obligations under this Agreement and the Partnership shall have the following rights:

(a) To revoke the designation of the Master Developer as Master Developer for the Project.

(b) To demand and receive from the Master Developer liquidated damages in the sum of \$200,000.00, it being agreed that it is and will remain unreasonably difficult to calculate with precision the Partnership's damages from a Master Developer Default, and to commence legal action and obtain judgment for such sum if it is not promptly paid.

(c) To seek and appoint another master developer for any land not controlled by the Master Developer.

(d) In the event of a Master Developer Default, the Partnership shall, for a period of three (3) years following such Master Developer Default (the "ROFR Period"), have a right of first refusal, as more particularly described herein, with respect to any and all parcels of land, with the buildings and improvements thereon, owned by the Master Developer within the Project Area (as the Project Area is defined at the time of the Master Developer Default), and with respect to which the Master Developer has received an offer or offers it wishes to accept. It is expressly understood and agreed that such right of first refusal shall not apply to any sale of property pursuant to a foreclosure or other involuntary sale, and that such right is a conditional right not intended to be an encumbrance on the Master Developer's land in the Project Area unless and until there occurs a Master Developer Default. However, in such case, this right shall be effective without further notice or demand to the Master Developer and shall be enforceable by any legal and/or equitable remedies generally available in aid of the enforcement of real estate contracts. In the event the Master Developer wishes to accept an offer or offers to sell property within the Project Area during the ROFR Period, the Master Developer shall send a notice to the Partnership with the terms and conditions of the offer or offers it wishes to accept. The Partnership shall then have a period of twenty (20) calendar days in which to notify the Master Developer that it wishes to acquire said property on said terms and conditions, and an additional period of twenty (20) calendar days to enter into a purchase and sale agreement substantially in accordance with said terms and conditions; if no notice is given within said initial twenty (20) day period, or the Partnership fails to enter into a purchase and sale agreement within said additional twenty (20) day period, the Partnership shall be deemed to have waived said right of first refusal, and Master Developer shall be free to sell said property on terms and conditions substantially as set forth in the notice.

ARTICLE XIV

DEFAULT BY THE PARTNERSHIP

Section 14.1. Default. The occurrence of any one or more of the following shall constitute a "Partnership Default" as that term is used in this Agreement: (a) The occurrence of a breach by the Partnership of a material covenant or warranty contained in this Agreement, which breach is not promptly cured as provided herein; or (b) the occurrence of an intentional material misrepresentation by the Partnership. Notwithstanding the foregoing, if the Partnership commences the cure of said breach or misrepresentation within a thirty (30) day period, and continues with diligence to endeavor to cure same, said thirty (30) day period shall be extended, and no Partnership Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Partnership to complete such cure.

Section 14.2. Remedies. Upon the occurrence of a Partnership Default, the Master Developer shall have the right to enforce all terms, provisions and conditions of this Agreement by any remedies available at law or in equity, including specific performance, and the right to recover reasonable attorneys' fees and costs incurred in connection with said enforcement.

ARTICLE XV

INSURANCE

Section 15.1. Developer's Insurance Obligations. The Master Developer shall maintain the following insurance:

- (a) Liability insurance with limits of no less than \$500,000.00 per person and \$2,000,000.00 per occurrence and with the Partnership named as an additional insured;
- (b) Workers compensation insurance to the extent required by law, and the Master Developer shall require each of its contractors and subcontractors to maintain workers compensation insurance; and
- (c) After the start of construction, builder's risk insurance.

ARTICLE XVI

MISCELLANEOUS

Section 16.1. Master Developer Costs. To the extent not specified otherwise in this Agreement, the Master Developer's responsibilities under this Agreement shall be performed entirely at the Master Developer's expense. The Master Developer shall, for example, obtain and pay the cost of any letters of credit or bonds that are customarily required (and not waived) by the Town of Mansfield, the University or any agency of the State of Connecticut to secure proper completion of infrastructure improvements included within the Project. The Master Developer shall not be entitled to reimbursement or compensation from the Partnership for expenses incurred in connection with the Project.

Section 16.2. Municipal Taxes. To the extent that the Master Developer owns land or improvements within the Project Area in fee simple, the Master Developer shall be responsible for timely payment of all municipal taxes applicable to such land or improvements.

Section 16.3. Project Advertising. For so long as the Partnership is not in default under this Agreement, all advertising (including signs) for sale or rental of any portion of the Project shall include the words "An Open Occupancy Building" in a legible type size and design, and shall include the words "in cooperation with the Mansfield Downtown Partnership, The University of Connecticut and the Town of Mansfield." The words "project" or "development" may be substituted for the word "building" where circumstances make it appropriate.

Section 16.4. Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; (d) references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute

referred to; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein and entered into in accordance with their respective terms; (f) the words "approve," "consent" and "agree" or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the person holding the right to approve, consent or agree with respect to the matter in question; (g) the words "include" or "including" or words of similar import, shall be deemed to be followed by the words "without limitation"; (h) the words "hereto" or "hereby" or "herein" or "hereof" or "hereunder," or words of similar import, refer to this Agreement in its entirety; (i) all references to articles and sections are to the articles and sections of this Agreement; (j) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included, unless any such last day is not a Business Day, in which event such time period shall run until the next day which is a Business Day; and (k) the headings of articles and sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement. The Partnership and the Master Developer have each jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly it is agreed that no term or provision of this Agreement shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 16.5. Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Connecticut. All duties and obligations under this Agreement are to be performed in the State of Connecticut and venue for purposes of any actions brought under this Agreement, or under any agreement or other document executed in conjunction herewith, shall be the state or federal courts located within and having jurisdiction over the State of Connecticut.

Section 16.6. Amendment and Waiver. This Agreement may be amended or changed only by written instrument entitled "Development Agreement Amendment" duly executed by the Partnership and the Master Developer, and any alleged amendment or change which is not so documented shall not be effective as to either party. Provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof by evidencing written waiver entitled "Development Agreement Limited Waiver" executed by such party.

Section 16.7. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 16.8. Confidentiality of Information. To the extent permitted by law, all information obtained by either party from the other party hereto pursuant to this Agreement shall remain confidential; provided, however, the foregoing shall not prevent either party hereto from disclosing such information, if any, as may reasonably be required to carry out its obligations

hereunder (including without limitation disclosure to its lenders, attorneys, accountants or consultants retained for the purposes of this transaction) or as reasonably requested by potential or current investors in the Master Developer or as reasonably requested by a construction lender or any permanent lender in connection with any construction loans or permanent loans or as may be required in connection with any litigation or alternative dispute resolution proceedings between the parties to this Agreement or as required by applicable law, court order or any rule, regulation or order of any governmental authority or agency having jurisdiction over the Partnership, the Master Developer or the Project.

Section 16.9. Entire Agreement. This Agreement, and exhibits attached hereto, contains the entire agreement between the parties hereto relating to the subject matter hereof.

Section 16.10. Estoppels. Each party shall, without charge, at any time and from time to time, within ten (10) days after written request by the other or by any mortgagee, execute and deliver a certificate or certificates evidencing: (a) whether this Agreement is in force and effect; (b) whether this Agreement has been modified, amended or waived in any respect pursuant to section 16.6 and, if so, submitting copies of or otherwise specifically identifying such modifications or amendments; (c) whether, to the best knowledge of such party, the other party has complied with all of its warranties, representations and covenants contained herein and, if the other party has not so complied, identifying with reasonable specificity the nature of such non-compliance; (d) stating whether or not any notice of default has been given to the other party which has not been cured and, if so, including a copy of such notice; and (e) such other matters as either party or any mortgagee may reasonably request.

Section 16.11. Duty to Sign Supplemental Effectuating Documents. At any time or times after the date hereof, each party hereto shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other parties may reasonably request to effectuate the transactions described herein.

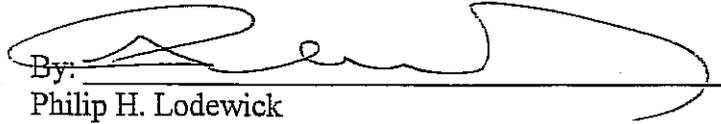
Section 16.12. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 16.13. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. No assignment of the rights of a party hereto shall be permitted without the consent of the other party hereto, such consent not to be unreasonably withheld.

Section 16.14. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

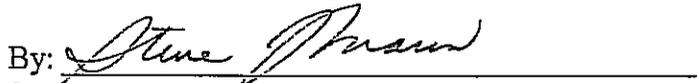
Section 16.15. WAIVER OF TRIAL BY JURY. THE PARTNERSHIP AND THE MASTER DEVELOPER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO TRIAL, INCLUDING TRIAL BY JURY, IN ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT.

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

By: 

Philip H. Lodewick
Its President
Duly Authorized

STORRS CENTER ALLIANCE LLC

By: 

Steve J. Maun
Its Manager
Duly Authorized

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STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Item #14

To: Municipal Chief Elected Officials
Municipal Chief Administrative Officers
Chairpersons of Municipal Planning &/or Zoning Commissions
Municipal Planners

From: W. David LeVasseur, Undersecretary
Intergovernmental Policy Division

A handwritten signature in black ink, appearing to read "W. David LeVasseur".

Date: March 17, 2004

Subject: Recommended Conservation and Development Policies Plan for
Connecticut, 2004-2009

I am pleased to notify you that the **Recommended Conservation and Development Policies Plan for Connecticut, 2004-2009**, has been completed and is available for review. In accordance with Governor Rowland's Executive Order Number 30, the Recommended Plan will not be distributed in printed format, but has been made available at the Office of Policy and Management's website at www.opm.state.ct.us/.

This Recommended Plan replaces the Draft Plan that was distributed in December of 2003. The Recommended Plan reflects the thoughtful and careful consideration that was given to all comments received on the Draft Plan during the formal public review period. My staff has communicated with appropriate state agencies and conducted a total of seven public hearings throughout the state, in cooperation with the fifteen Regional Planning Organizations, and received strong support for the Plan's introduction of Growth Management Principles.

Please note that while the text of the Recommended Plan has been revised to address comments pertinent to its chapters, the website also includes a separate document containing a summary description of all requested and recommended Locational Guide Map changes. Due to the lack of in-house GIS resources, a recommended "change" map will not be prepared at this time. However, OPM has planned and budgeted for the development of a final printed map, upon adoption of the Plan by the General Assembly. In addition, for the first time, OPM will be able to make the final map and its component data layers available electronically for use by other interested parties.

In accordance with Section 16a-29 of the Connecticut General Statutes, the Recommended Plan has been submitted to the Continuing Legislative Committee on State Planning and Development. This Committee is responsible for holding a public hearing on the Plan and making a recommendation to the General Assembly during the 2004 Session.

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TOWN OF MANSFIELD



Mr. Daniel Morley, Planning Specialist
Intergovernmental Planning Division
Connecticut Office of Policy and Management
450 Capitol Avenue
Hartford, Connecticut 06106-1308

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
STORRS, CONNECTICUT 06268-2599

January 29, 2004

Re: Mansfield's recommendations regarding Draft 2004-2009 Connecticut Policies Plan for Conservation and Development

Dear Mr. Morley:

Mansfield's Planning and Zoning Commission and Town Council, with staff assistance, have reviewed the draft 2004-2009 Connecticut Policies Plan for Conservation and Development. The following comments and recommendations for revision are forwarded for your consideration:

1. The draft Policies Plan text and six growth management principles appear to be consistent with local and regional land use goals and objectives.
2. The University of Connecticut Storrs Campus area and an area in southern Mansfield along Route 195 immediately north of the Windham town line should be reclassified from "Neighborhood Conservation" to "Regional Center." These two developed areas are served by public utilities and State highways are among the few areas classified as "Central Area with Public Utilities" in the 2003 Windham Region Land Use Plan. Both of these areas appear to meet the State's proposed definition of "Regional Center."

The UConn Storrs Campus area is within Census Tract 8812 and, based on the 2000 Census, the 7,500 persons per square mile criteria of the Regional Center definition is exceeded in this area. Furthermore, over 3,500 dormitory beds have been added on the campus since the 2000 Census, and additional growth will occur in conjunction with the "UConn 2000"/"21st-Century UConn" program and Mansfield's Downtown Partnership initiative. The Storrs Campus area is a regional employment center and has State-wide significance with respect to the draft Plan's economic development objectives. In reclassifying this area, the district boundaries should follow the current "Neighborhood Conservation" delineation except for those revisions identified in #3 below. Census tract boundaries do not reflect land use goals and objectives and should not be used for district boundaries.

The proposed "Regional Center" in southern Mansfield is an extension of a currently depicted "Regional Center" in Windham, which appears to end at the town line, due to an inappropriate use of Census Tract boundaries. The current depiction actually bisects an existing higher-density multi-family housing development, and does not include existing commercial and multi-family residential development north of Route 6. The proposed Regional Center extension should incorporate the existing boundaries of the depicted "Neighborhood Conservation" district. This entire area is served by public utilities in association with an existing arrangement between the towns of Windham and Mansfield. This district also should include a segment of Route 6 east of Route 195 which currently is depicted "Rural Land."

3. The current delineation of the UConn Storrs Campus area, which is proposed as a "Regional Center," should be revised to:
 - A. Include the Mansfield Community Center which was recently built on Town land depicted as Preserved Open Space in the draft Plan;

- B. More accurately depict existing and potential development areas within the Downtown Partnership's Storrs Center development area. With the assistance of State funding, a Municipal Development Plan is being prepared for this area;
- C. More accurately depict existing development areas adjacent to the Mansfield Apartments, at the corner of State Routes 105 and 275.

Mansfield officials are working with WINCOG staff members to submit digital mapping of these proposed district boundaries.

- 4. The current delineation of the "Growth" classification situated to the north of the UConn campus area should be revised to incorporate an area north of Route 44 and east of a depicted "Preservation" area. The subject area, which is currently depicted as rural land, abuts existing commercial and higher-density residential areas and the depicted "Preservation" area is considered a more appropriate boundary for this "Growth" classification. Mansfield officials are working with WINCOG staff members to submit digital mapping of these proposed district boundaries.
- 5. Mansfield officials are in the process of finalizing digital mapping of preserved open space areas in our town. Upon completion, this information will be submitted to State DEP officials for incorporation into the State's open space mapping. It is noted that some of the preserved open space areas as depicted on the draft guide plan include schools and other municipal facilities that should not be classified as preserved open space.
- 6. The draft guide plan does not include State-registered historic districts within UConn's Storrs and Depot campuses; these district boundaries should be added. Additionally, the guide plan should specifically note that registered historic sites have not been depicted.
- 7. Noting that the guide plan depicts both Level A and Level B "Aquifer Protection Areas," and that revisions to depicted boundaries are expected, the Plan text should emphasize that the boundaries of depicted aquifer areas are subject to revision, and that all land use decisions should be based on up-to-date aquifer mapping.
- 8. Consideration should be given to recognizing rural community centers in Mansfield Center, Mansfield Depot and Eagleville. These areas are depicted on the local and regional land use plans.

Thank you for affording the town of Mansfield an opportunity to comment on the State's draft update of its Policies Plan for Conservation and Development. If you have any questions regarding this letter, please contact Mr. Gregory J. Padick at 860-429-3329.

Very truly yours,



Rudy J. Favretti, Chairman
Mansfield Planning and Zoning Commission



Elizabeth Paterson, Mayor

cc: Mansfield Town Council
Mansfield Planning and Zoning Commission
B. Buddington, Exec. Dir., WINCOG
J. Butts, Regional Planner, WINCOG
K. Fox, Co-Chair, UConn Master Plan Advisory Committee
R. Schwab, Co-Chair, UConn Master Plan Advisory Committee
T. Callahan, UConn Director of Environmental Policy
L. Schilling, UConn University Architect

Draft 2004-2009 Conservation and Development Policies Plan for Connecticut

Recommended Changes to the Locational Guide Map

Windham Region

Windham Region Council of Governments:

- **Request: Mansfield:** Reclassify the Storrs area as a Regional Center due to: 1) its high population density; 2) its importance as one of the primary service areas for the Windham Region Transit District; and 3) its designation as the highest priority for development in the Windham Region Land Use Plan ("Central Areas with Public Utilities").

Response: No change recommended. While Storrs does, in fact, meet some of the criteria for being designated as a Regional Center, the university setting presents a unique anomaly to the traditional centers of industry and commerce that comprise Regional Centers on the statewide map. As a result, OPM believes that the Neighborhood Conservation Area designation is most appropriate for the Central and Depot Campus areas while the Growth Area designation is

appropriate for the surrounding areas served by public utilities. These designations are generally consistent with the WINCOG description of "Central Areas with Public Utilities" found on page 9 of the regional plan.

- **Request:** Watercourses (i.e. linear streams) should be shown on the map as Preservation Areas and added to the definitional criteria.
Response: Watercourses are defined as Preservation Areas whether or not they appear on the map. OPM uses the existing hydrologic data layer provided by DEP ('pwsss' and 'hydrom'). There are certain instances where stream channels appear either intermittently or not at all. Our understanding is that this is based on the width of the stream channel.
- **Request:** Stratified drift (high yield) aquifers as delineated by DEP should be shown on the map as Conservation Areas and added to the definitional criteria.
Response: This data is not currently reflected on the map, because we are not aware of its availability in electronic format. OPM will consider adding such information in the future if it is available, especially with regard to identified potential high-yielding future sources of drinking water.
- **Request:** The Existing Preserved Open Space layer still has many errors.
Response: DEP is currently in the midst of a multi-year, comprehensive update to its statewide open space inventory. Once this data becomes available, it will be incorporated into the Locational Guide Map. OPM has accepted digital open space shapefiles and other mapped open space parcels from a number of municipalities where that information is available. In the case of site-specific reviews, the most up-to-date open space data will be used.

Columbia:

- **Request:** Change Rural Community Center boundaries to conform to the town's proposed Village District boundaries.
Response: Town request is accepted and map will reflect the shapefile data that was submitted.
- **Request:** Change the area along the entire length of Route 6, and along portions of Route 66 near the Route 6 interchange, to reflect a "Rural Business Corridor," roughly equivalent to the "Rural Commercial/Industrial Nodes" category of the regional plan.
Response: No change recommended. OPM understands the town's desire to develop its well-traveled business corridor to provide some relief from increasing property taxes. The town indicates that the scale of development would be designed to preserve "rural character" and to avoid a strip mall appearance. OPM applauds these efforts, but does not believe that any of its four development categories are appropriate for this rural corridor. However, the current Rural Lands and Conservation Area designations for this area do not prevent the town from moving forward with its plans, subject to environmental constraints. The town's Rural Business Corridor should be environmentally self-sustaining without the need for public expenditures for water and sewer. See page 3 of the C&D Plan for further discussion of "Plan Text and Locational Guide Map Application and Implementation."

Coventry:

- **Request:** Remove three school parcels from permanently protected open space.
Response: Town request is accepted and map will reflect the shapefile data that was submitted.
- **Request:** Add Coventry Village and Glass Factory Historic Districts.
Response: Town request is accepted and map will reflect the shapefile data that was submitted.
- **Request:** Change the Neighborhood Conservation Area boundary on the south side of Coventry Lake to match that of the 1998 Plan.
Response: Town request is accepted and map will reflect the shapefile data that was submitted.
- **Request:** Revise the Growth Area boundary to exclude sites that are undevelopable due to excessive slopes and environmental constraints.
Response: Town request is accepted and map will reflect the shapefile data that was submitted.
- **Request:** Add a Rural Community Center designation on Route 44 near the Bolton town line.
Response: No change recommended. This area does not currently meet the criteria for Rural Community Center, as we are not aware of local plans to proactively concentrate mixed-use development in this area. Furthermore, the regional plan does not include this under either of its corresponding land use categories.

Hampton:

- **Request:** Add Hampton Hill Historic District.
Response: Town request is accepted and map will reflect the shapefile data that was submitted.
- **Request:** Add the latest acquisition of the Eastern CT Forest Landowners Association (a.k.a. the Wolf Den Land Trust) to the map as Existing Preserved Open Space.
Response: Town request is accepted and map will reflect the shapefile data that was submitted.

Mansfield:

- **Request:** Add to the Fenton River Aquifer Protection Area two drainage basins for Fisher's Brook and another unnamed stream.
Response: No change recommended. The issue in question deals with the technical mapping guidelines used by DEP when it delineates Level A aquifer protection areas, and is beyond the scope of this general policies guide. Since the map reflects the best available digital, standardized, statewide data, any changes to aquifer protection areas would be reflected on a future map, or in a site-specific evaluation.
- **Request:** Reclassify the Storrs campus area from a Neighborhood Conservation Area to a Regional Center due its role as a regional employment center and its statewide significance with respect to the Plan's economic development objectives.

Response: No change recommended. See response to similar request from WINCOG.

- **Request:** Reclassify the area in southern Mansfield along Route 195 immediately north of the Windham town line from a Neighborhood Conservation Area to a Regional Center, due to inappropriate use of Census Tract boundaries that do not take into account the area's high population density and existing commercial and multi-family residential development.

Response: No change recommended. Because this Plan is a general policies guide, the use of Census Tract boundaries is a reasonable approach to determining applicable map categories. Therefore, the area in question does not meet the overall density or distressed criteria to be deemed a Regional Center.

- **Request:** The UConn Storrs Campus area, which is proposed as a Regional Center, should be revised to include: 1) the Mansfield Community Center which was recently built on town land depicted as Preserved Open Space; 2) the Downtown Partnership's Storrs Center development area; and 3) existing development areas adjacent to Mansfield Apartments at the corner of State Route 105 and 275.

Response: 1) Land that is incorrectly shown as Existing Preserved Open Space will be removed to reveal its underlying conservation or development priority designation; 2) The Downtown Partnership's Storrs Center development area encroaches on the Fenton River watershed area. Development in this area is not prohibited, but it must proceed cautiously in accordance with the Plan's policies for the protection of public water supply watershed lands, and not pose a threat to drinking water quality; and 3) No change recommended since the Locational Guide Map is not intended to serve as a mirror image of all existing local development or zoning.

- **Request:** Change an area north of Route 44 from Rural Lands to a Growth Area designation. This area is surrounded by existing commercial and higher-density residential development.

Response: Town request is accepted and map will reflect an expanded Growth Area up to wetlands boundary.

- **Request:** Open space is not accurately depicted on the map.

Response: All open spaces that are held in public or quasi-public ownership, including land trusts, for the purpose of long-term preservation and public enjoyment meets the definitional criteria of Existing Preserved Open Space for this Plan. Every effort will be made to include all such accurately mapped areas. Regardless, in site-specific reviews, the most accurate mapping of the Plan's categories that is available will be used even if the information is not available at the time the Locational Guide Map is assembled and presented for approval. Any digital data supplied by the town that meets the definition of Existing Preserved Open Space will be incorporated to the map. In addition, DEP's ongoing update to the statewide open space inventory will be incorporated once it is complete.

- **Request:** Add state registered historic districts within UConn's Storrs and Depot campuses.

Response: Historic Areas, as defined on the Locational Guide Map, include only Local Historic Districts defined in state statute and National Register Historic

Districts. Historic Areas are shown when there is digital boundary information available.

- **Request:** Recognize Mansfield Center, Mansfield Depot and Eagleville as Rural Community Centers, consistent with the regional plan.
Response: No change recommended. While these areas effectively serve as local community centers, there map already includes significant amounts of land in higher priority development categories. Furthermore, Mansfield Center is located entirely within the Fenton River Watershed.

Scotland:

- **Request:** Revise the Rural Community Center boundary to better correspond to the municipal plan's Village District.
Response: No change recommended. The current Rural Community Center designation incorporates the majority of municipal buildings and services, and is intended to serve as the area for the most intensive use within the town's much larger Village District
- **Request:** Change the area along Route 114 to the east and west of the Village District to reflect a "Rural Business Design Zone" in order to allow some gateway transition to the Village District.
Response: No change recommended. The current Rural Lands and Conservation Area designations for this area would not deter the town from moving forward with its plans, subject to existing environmental constraints. The town's Rural Business Design Zone should be environmentally self-sustaining without the need for public expenditures for water and sewer. See page 3 of the C&D Plan for further discussion of "Plan Text and Locational Guide Map Application and Implementation."

Windham:

- **Request:** Add Windham Center, Main Street, and Prospect Hill Historic Districts.
Response: Town request is accepted and will reflect the shapefile data that was submitted.

Town of Stafford (not a member of any Regional Planning Organization):

- **Request:** At the public hearing in West Hartford, a representative from the Metro Hartford Economic Development Alliance noted that the map did not reflect any development policies areas in Stafford.
Response: This was a mapping error that occurred during the assembly of the 15 RPO maps into the statewide map, which mistakenly excluded Stafford. Neighborhood Conservation and Growth Areas that should have been included for Stafford were forwarded to the town for review/comment and will be incorporated into the final map.

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Martin H. Berliner

From: Eric Thomas [eric.thomas@po.state.ct.us]
Sent: Wednesday, March 24, 2004 3:52 PM
To: Eric Thomas
Cc: wralliance@yahoo.com
Subject: State PoCD Document With Greenways Map - Includes Willimantic River Greenway

To supporters of the original Willimantic River State Greenway application,

You may be interested to view the **Greenway Locational Map appendix** to the text portion and the locational guide map of the now completed 2004-09 State Plan of Conservation and Development. **Number 34 is the Willimantic River Greenway.**

This statewide map is provided as a pdf file and will fit horizontally on a letter sized page. You may want to print it out and share with your group, organization, municipal and/or legislative staff and administration.

It can be viewed at: <http://www.opm.state.ct.us/igp/cdplan/C&D%20-%20greenways2.pdf>

The recommended plan with appendices is posted on the OPM website (as of 3/23) at:

<http://www.opm.state.ct.us/igp/cdplan/cdplan.htm>

In accordance with Section 16a-29 of the Connecticut General Statutes, the Recommended Plan has been submitted to the Continuing Legislative Committee on State Planning and Development. This Committee is responsible for holding a public hearing on the Plan and making a recommendation to the General Assembly during the 2004 Session. Upon approval by the General Assembly, OPM will be able to make the final map and its component data layers available electronically for use by other interested parties.

Eric D. Thomas
Greater Thames Watershed Coordinator

Bureau of Water Management, Planning and Standards Division
Department of Environmental Protection
79 Elm Street
Hartford, CT 06106
V (860) 424-3548
F (860) 424-4055
eric.thomas@po.state.ct.us

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PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
STORRS, CONNECTICUT 06268
(860) 429-3330



March 30, 2004

Mr. Jason Sirois, Environmental Analyst
Drinking Water Division, CT Dep't. of Public Health
410 Capitol Avenue, P.O. Box 340308
Hartford, Connecticut 06134

Re: Water Supply Plan, Windham Water Works

Dear Mr. Sirois:

Pursuant to your February 18, 2004 referral, portions of the January 2004 Windham Water Works Supply Plan have been reviewed by Mansfield's planning and engineering staffs. At a March 15, 2004 Planning and Zoning Commission meeting, the PZC officers were authorized to submit the following comments for your consideration.

1. Mansfield officials commend the Windham Water Works and Town of Windham for their continuing efforts to provide a safe and adequate supply of water to all residents and businesses within the Water Works service area. In addition to recent treatment facility improvements, a Vulnerability Assessment and Emergency Response Plan was completed in 2003, and a draft Watershed Analysis Report was completed in June 2003. Mansfield Officials pledge our continued cooperation in helping to protect the reservoir watershed and working with Windham officials on water supply issues of mutual interest.
2. Section 8.2 appropriately references preliminary discussions regarding the possibility of extending public water to portions of the town of Mansfield proximate to the University of Connecticut. Recognizing the increasing importance of collaborative water supply planning at local, regional and State jurisdictional levels, it is recommended that the possibility of making water available to areas proximate to the University of Connecticut campus be referenced in the Future Service Area portion of Section 7.

If you have any questions regarding these comments, please contact Mr. Gregory J. Padick, Mansfield Town Planner, at 860-429-3329.

Very truly yours,


Rudy Favretti, Chairman
Mansfield Planning and Zoning Commission

cc: James Hooper, Superintendent, Windham Water Works
J. Michael Callahan, Chairman, Windham Board of Water Commissioners
✓ Mansfield Town Council
Robert Miller, Director of Health, Eastern Highlands Health District
Thomas Callahan, Univ. of CT, Ass't. to the President
Richard Miller, Univ. of CT, Director of Environmental Policy

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**TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS**

Lon R. Hultgren, P.E., Director

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CONNECTICUT 06268-2599
(860) 429-3331 TELEPHONE
(860) 429-6863 FACSIMILE

News Item for Immediate Release

Mansfield Department of Public Works Begins Spring Sweeping

For more information contact Scott Bacon (429-3676) or Lon Hultgren (429-3332)

On March 29th the Mansfield Department of Public Works began sweeping the winter sand off the paved Mansfield Roads. Sweeping will begin in the southern portions of the Town and then proceed to the northern part of town along the Town's bike routes. The effort is expected to take about 6 to 7 weeks. Contact the Town Garage (429-3676) for more information or specific requests.

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ROB SIMMONS

 CONGRESSMAN ♦ 2ND DISTRICT ♦ CONNECTICUT

IMMEDIATE RELEASE: Friday, April 02, 2004

CONTACT: Todd Mitchell (202) 225-2076

SIMMONS SECURES \$45 MILLION FOR EASTERN CONNECTICUT'S TRANSPORTATION NEEDS

House-Passed Transportation Bill Good For CT/2, But Battles Lie Ahead

WASHINGTON, D.C. – Rep. Rob Simmons, R-2nd District, today announced the House of Representatives has passed legislation that included \$45 million in federal transportation funds for various transportation projects throughout eastern Connecticut. The funding was part of the \$275 billion bill passed by the House that will provide federal funding for the nation's highway and transit programs for the next six years.

Simmons said, "After months of hard-work, I am very pleased that this House bill provides the Second District with critical dollars for our transportation needs. These dollars are an investment in eastern Connecticut's infrastructure and will create much-needed jobs in the area."

As the only member of the Connecticut delegation serving on the Transportation and Infrastructure Committee, Simmons secured funding for the following projects:

- \$16 million for Route 11
- \$6.6 million for Vernon Intermodal Transportation Center and Parking with Streetscapes
- \$5 million for UCONN Storrs Campus Hillside Road connection
- \$3.44 million for Stonington/Mystic Village improvements
- \$3 million for Montville-Preston Mohegan Bridge Expansion
- \$2.3 million for Enfield high-speed rail crossing with connections to bike and pedestrian trails
- \$2 million for New London streetscape and safety improvements
- \$2 million for Enfield train station to support New Haven - Springfield Commuter Rail line
- \$1.91 million for Enfield South Maple Street Bridge Replacement
- \$1 million for Madison Shoreline Greenway Trail
- \$500,000 for North Stonington CT - Westerly RI bridge
- \$380,000 for Groton bicycle and pedestrian trails and facilities
- \$300,000 for Plainfield Moosup Road Pond Resurfacing and Repair
- \$300,000 for Plainfield Cemetery Road Drainage Improvements, Widening and reclamation
- \$120,000 for Pomfret Pedestrian Bridge over wetlands connecting town facilities
- \$100,000 for Salem Greenway
- \$50,000 for Putnam ADA-compliant curb cut

Simmons concluded, "While passage of this bill on the House floor is good news for eastern Connecticut, there will be many battles ahead. There are those in both the House and the Senate that want to redistribute federal transportation dollars at the expense of Connecticut. As the House and Senate begin to craft a single transportation bill, I pledge to work with our Senators and the entire Connecticut congressional delegation to ensure our state gets its fair share of federal highway and transit money."

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Mansfield Town Council
Town of Mansfield
Town Hall
Mansfield, CT 06269

April 1, 2004

Subject: Farwell Barn Dedication

Dear Council Members,

With the coming of the spring season, the Friends of the Farwell Barn wish to acknowledge the restoration of the barn and silo by the University of Connecticut with a small dedication ceremony.

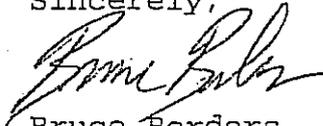
We have obtained a National Register of Historic Places plaque that will be affixed to the barn in a celebration of the survival of the Farwell Barn and its symbolism to the agricultural past of the town and the college.

The Town Council and the Mansfield Historical Society were instrumental in helping to address the historical importance of the structure. We would like to take this moment to have the Town of Mansfield, the University of Connecticut, the Friends of the Farwell Barn, students and the general public gather to mark this achievement.

We are hoping to have this ceremony take place in May, on a Saturday, before the student population leaves for summer recess. We are also hoping that the University of Connecticut will open the inside of the barn for this event, so folks can really see and appreciate the restoration work that was completed on the inside of the barn as well as the outside.

Please get back to us so that the town, the university and our organization can get a date for this event on record, publicized, and interested parties notified. Thank you for your help and cooperation.

Sincerely,



Bruce Borders
on behalf of
The Friends of the Farwell Barn
P. O. Box 131
Coventry, CT

day 456-2551
evening 742-9861

Cc: Thomas Q. Callahan - University of Connecticut
Kirklyn Kerr - College of Agriculture and Natural Resources
Mansfield Historical Society

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4 South Eagleville Road • Mansfield CT 06268 • Tel: (860) 429-3325 • Fax: (860) 429-3388

Memo

To: Martin Berliner, Town Manager
 From: Robert Miller, Director of Health 
 Date: 3/30/04
 RE: Four Corners Area Drinking Water Well Monitoring Update

This office has reviewed the most recent available data from the drinking water monitoring program for the Four Corners Area administered by Eastern Highland Health District. The current program includes: B & D Package Store (1650 Storrs Road), Public America (1659 Storrs Road), CVS (632 Middle Turnpike), Zenny's Restaurant (625 Middle Turnpike), Texaco/Kathy John's (650 Middle Turnpike), and Dick's Auto (644 Middle Turnpike). The Subway Administrative Office (650 Middle Turnpike) is presently closed. The sites were monitored using the analytical method: EPA Method 524.2 for the measurement of organic compounds in water. All subject wells were tested in the past month. Below is a summary of the status of each site.

B & D Package Store 1650 Storrs Road

The latest test results for the **untreated** water indicate the only constituent remaining detected by this method is MTBE of Methyl T-Butyl Ether at a level of 0.5 ug/l (micrograms per liter). The untreated water at this site meets the parameters set forth by the EPA and the State of Connecticut for organic compounds. The **treated** water also meets this same standard with the same constituent falling below 0.5 ug/l (micrograms per liter). The action level for MTBE is 70 ug/l, consequently, this water source is potable for the parameter analyzed.

Public America 1659 Storrs Road

The latest test results for **untreated** water indicated that the following constituents were present: 1,2-Dichloroethane at <0.5 ug/l (micrograms per liter), 1,2 Dichloropropane at <0.5 ug/l, MTBE at 14 ug/l and Toluene at <0.5 ug/l. All fell under the maximum contaminant levels set forth by the state. **With Treatment** there are no constituents detected. This water source is potable for the parameters analyzed.

CVS 632 Middle Turnpike

This property does not have a treatment system. Three constituents were detected, MTBE at 0.6 ug/l, Toluene at <0.5 ug/l, and T-amyl Methyl Ether at <0.5 ug/l. These values are below the state standards allowing the water to be considered potable for those parameters analyzed.



4 South Eagleville Road ♦ Mansfield CT 06268 ♦ Tel: (860) 429-3325 ♦ Fax: (860) 429-3388

Zenny's Restaurant 625 Middle Turnpike

The latest test results for the untreated water indicate that all constituents were **undetected** with the exception of MTBE at 12 ug/l. This water meets the State of Connecticut Drinking Water Standards for Organic Compounds and is considered potable for those parameters analyzed. Side note: According to owner Xenophon Zorba the new well is the only water supply source. The old well was properly abandoned.

Kathy John's/ Republic Uconn Texaco 650 Middle Turnpike

The latest test results indicated two constituents were present in the treated water: 1,2 Dichloroethane and 1,2-Dichloropropane both had levels of <0.5 ug/l detected. We are contacting the water system operator to recommend this filter be serviced and evaluated.

Dick's Auto 644 Middle Turnpike

The latest test results for the untreated water indicate that all constituents analyzed were undetected. The water source is potable for these parameters analyzed.

The data generated indicates a general improvement over time of the drinking water quality for this area. Although the data indicates an improving trend in the Four Corners Area (all wells sampled are potable for those parameters analyzed), the same data demonstrates that ground water contamination still exists. Appropriately, Eastern Highland Health District will continue to monitor the well water quality in this area.



Town of Mansfield Office of Emergency Services

To: Martin Berliner, Town Manager
From: David J. Dagon, Emergency Services Administrator
Date: April 4, 2004
Subject: 2004 Fire Prevention and Safety Grant

Attached are the two 2004 Assistance to Firefighter Grant applications submitted on behalf of both the Mansfield Volunteer Fire Company (MVFC) and the Eagleville Fire Department (EFD).

MVFC's grant application requests funding in the amount of \$98,641.00 to upgrade the department's complement of Self Contained Breathing Apparatus (SCBA) and for the purchase of several new SCBA related products to enhance emergency operations. The Town's share of 10% for the MVFC's application would be \$9,864.00. The upgrades include breathing connections to provide air for trapped/downed firefighters and a Visual-Alert Heads-up display to provide a visual as well as an audible alert to indicate SCBA end-of-service time. New equipment includes SCBA Facepieces w/Voice Amplifier for each firefighter, Facepiece filter cartridges, RIT PAKs, a Mobile Air Cart, and a Cylinder Filling Station.

EFD's grant application requests funding in the amount of \$142,120.00 for communication equipment and SCBA equipment. The Town's share of 10% for the EFD's application would be \$14,212.00. The communications equipment includes portable radios, in-vehicle mobile repeaters, portable radio battery chargers and maintenance units. The SCBA upgrades and new SCBA related equipment are similar to the MVFC grant application with the exception of the Cylinder Filling Station.

I would be happy to answer any questions you may have regarding this application.

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Overview

Are you a member, or are you currently involved in the management, of the fire department applying for this grant? Yes

If you answered No, please complete the information below and click on the *Save and Continue* button. If you answered Yes, please do not complete the information requested below and click on the *Save and Continue* button.

Note: If you answered No to the above question, the fields marked with an * are required.

Preparer Information

* Organization Name

* Address 1

Address 2

* City

* State

* Zip

* Is there a grant-writing fee associated with the preparation of this request?

If you answered yes above, what is the fee? \$

Contact Information

Alternate Contact Information Number 1

• Title	Fire Chief
Prefix	Mr.
• First Name	Ryan
Middle Initial	W
• Last Name	Hawthorne
• Business Phone	860-429-5290 Ext.
• Home Phone	860-429-5440 Ext.
Mobile Phone/Pager	860-847-0232
Fax	860-429-3388
• Email	HawthorneRW@Mansfieldct.org

Alternate Contact Information Number 2

• Title	President
Prefix	Mr.
• First Name	Steve
Middle Initial	J
• Last Name	Lofman
• Business Phone	860-429-5290 Ext.
• Home Phone	860-429-8080 Ext.
Mobile Phone/Pager	860-260-0301
Fax	860-429-3388
• Email	LofmanSJ@Mansfieldct.org

Applicant Information

EMW-2004-FG-19222

Originally submitted on 02-APR-2004 by David Dagon (Userid: dagon)

Based on information you have provided, your department serves a Rural community.

Contact Information:

Address: 4 South Eagleville Road
City: Mansfield
State: Connecticut
Zip: 06268
Day Phone: 860-429-3299
Evening Phone: 860-487-7628
Cell Phone: 860-260-7826
Email: dagondj@mansfieldct.org

Application number is 19222

- * Applicant Name Mansfield Volunteer Fire Company, Inc.
- * Type of Applicant Fire District
- If other, please enter the type of Applicant
- * Employer Identification Number 06-0761066
- * Does your organization have a DUNS Number? Yes
- If yes, please enter the DUNS Number 083345884
- Headquarters Physical Address
- * Physical Address 1 999 Storrs Road
- Physical Address 2 4 South Eagleville Road
- * City Mansfield
- * State Connecticut
- * Zip 06268 - 2613
Need help for ZIP+4?
- Mailing Address is the same as the Physical Address
- * Mailing Address 1 999 Storrs Road
- Mailing Address 2 4 South Eagleville Road
- * City Mansfield
- * State Connecticut
- * Zip 06268 - 2613
Need help for ZIP+4?
- Account Information
- * Type of bank account Checking
- * Bank routing number - 9 digit number on the bottom left hand corner of your check 221172186
- * Your account number 1007000384
- Additional Information
- * For this fiscal year (Federal) is your jurisdiction

receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

* If awarded this grant, will your jurisdiction expend greater than \$300,000 in Federal share funds during the Federal fiscal year in which the grant was awarded? No

* Is the applicant delinquent on any federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Department Characteristics (Part I)

* Are you a member of a <u>Fire Department</u> or authorized representative of a fire department?	Yes	
* Are you a member of Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property?	No	
* What kind of Department do you represent?	Combination	
If you answered combination, above, what is the percentage of career firefighters in your department?	33 %	
* What is the square mileage of your primary response area?	22	
* What percentage of your response area is protected by hydrants?	10 %	
* Does your department protect critical infrastructure of the State?	Yes	
* How much of your jurisdiction's land use is for agriculture, wild land, open space, or undeveloped properties?	85 %	
* What percentage of your jurisdiction's land use is for commercial, industrial, or institutional purposes?	5 %	
* What percentage of your jurisdiction's land is used for residential purposes?	10 %	
* How many commercial, industrial, residential, or institutional structures in your jurisdiction are more than four stories tall?	0	
* What is the permanent resident population of your <u>Primary/First Due Response Area or jurisdiction served?</u>	6222	
* How many active firefighters does the department have who perform firefighting duties?	25	
* How many personnel provide only EMS service delivery?	2	
* How many stations are in your department?	1	
* Do you currently report to the National Fire Incident Reporting System (NFIRS)?	Yes	
If you answered yes above, please enter your <u>FDIN/FDID</u>	03070	
* What services does your department provide?		
Structural Fire Suppression		Hazmat Operational Level
Wildland Fire Suppression	Basic Life Support	Rescue Operational Level

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Department Characteristics (Part II)

• What is the total number of fire-related civilian fatalities in your jurisdiction over the last three years?	0
• What is the total number of fire-related civilian injuries in your jurisdiction over the last three years?	0
• What is the total number of fire-related firefighter fatalities in your jurisdiction over the last three years?	0
• What is the total number of fire-related firefighter injuries in your jurisdiction over the last three years?	2
• In an average year, how many times does your department receive mutual/automatic aid?	60
• In an average year, how many times does your department provide mutual/automatic aid?	128
• What was your department's estimated average annual operating budget over the last three years?	670000
• What percentage of your annual operating budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	81 %
• What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%	
Taxes?	100 %
Grants?	0 %
Donations?	0 %
Fund drives?	0 %
Other?	0 %

If you entered a value into Other field (other than 0), please explain

•How many vehicles does your department have in each of the categories below? Enter numbers only and enter 0 if you do not have any of the vehicles below

Total Number

a. Engines (or pumpers): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Quint (Aerial device of less than 76 feet), Fire Boats (more than 13 feet long), Type I, Type II, Type III Engine	2
b. Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint (Aerial device of 76 feet or greater)	0
c. Tankers: Tanker, Tender, Tanker/Pumper (Pumper with a tank that has a greater than 1,200 gallon capacity), Foam Tanker/Tender (greater than 1,200 gallon tank capacity)	0
d. Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle	1
e. Brush/Quick attack : Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type IV Engine	1
f. Other: EMS Transport Unit, EMS Chase Vehicle, Air/Light Unit, Rehab Units, Hazardous Materials Unit, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Other Vehicle	2

Provide in the space below the following information only if you are applying for a firefighting vehicle: List all your vehicles by type (for example, engines/pumpers, brush, rescue, etc.). Then provide the year each was manufactured. If the department has more than two of any type, provide the total number of vehicles in that category and the years the oldest and the newest were manufactured.

Department Call Volume

• How many responses per year by category? (Enter whole numbers only: If you have no calls for any of the categories, enter 0)

Structure Fires	2
Vehicle Fires	5
Vegetation Fires	3
EMS	432
Rescue	49
Hazardous Condition/Materials Calls	28
Service Calls	24
Good Intent Calls/False Alarms	69
Other Calls and Incidents	7

Request Information

* 1. Select a program for which you are applying. Remember, you can only apply for one program this year. You can apply for as many activities within a program as you need.
(If you modify your selection, you will lose data entered under the original activity.)

Program Name

Operations and Firefighter Safety

* 2. Will this grant benefit more than one department?

Yes

If you answered Yes to Question 2 above, please explain. (You can only enter 4000 characters)

The Mansfield Volunteer Fire Company is part of a County-Wide mutual aid response system that relies on neighboring fire districts to respond on automatic aid for select call types. All requested equipment will be made available to neighboring communities and is compatible with equipment currently in use by surrounding fire districts. The air refilling station will be available to neighboring fire districts for the refilling of SCBA bottles. The mobile air cart, a specialized piece of equipment, would provide expanded capabilities to other departments and would be made available during mutual aid operations. In the case of the Rapid Intervention Team Paks (RIT-Paks) it will directly benefit the operations of neighboring communities when the Mansfield Volunteer Fire Company responds mutual aid and is assigned the RIT function. The Scott AirPack upgrade will benefit other departments during rescue operations as it affords the opportunity to "buddy breathe". The Scott voice amplifiers will improve communications during both local and multi-jurisdictional operations.

Request Details

The activities for program Operations and Firefighter Safety are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding	Action
Equipment	8	\$ 54,001	\$ 0	View Details View Additional Funding
Modify Facilities	0	\$ 0	\$ 0	View Details
Personal Protective Equipment	4	\$ 44,640	\$ 0	View Details View Additional Funding
Training	0	\$ 0	\$ 0	View Details
Wellness and Fitness Programs	0	\$ 0	\$ 0	View Details

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 98,641
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0

Indirect Cost Details

Agency Indirect Cost Agreement with

Indirect Cost Rate %

Agreement Summary

Federal and Applicant Share

Federal Share	\$ 88,777
Applicant Share	\$ 9,864
Federal Rate Sharing (%)	90/10

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 9,864)

a. Applicant	\$ 9,864
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources, include your explanation below. You can use this space to provide information on the project, cost share match.

Total Budget	\$ 98,641
---------------------	------------------

Narrative Statement

Project Description

* Please provide your narrative statement in the space provided below **(1) Project Description, (2) Financial Need, and (3) Cost-Benefit of Request:**

The Mansfield Volunteer Fire Company's objective is to provide a respiratory protection program for its firefighters that includes individually issued facepieces, is adaptable to incidents requiring different levels of respiratory protection, expands operational capabilities and extends SCBA in-service time for operations requiring full respiratory protection, and simplifies and reduces multiple stocks of equipment inventory.

We are proposing a comprehensive program that addresses equipment deficiencies of our respiratory protection program. The new program would include the purchase of a cylinder recharging system for Self Contained Breathing Apparatus (SCBA), individually issued personal SCBA facepieces with voice amplification, Rapid Intervention Team RIT-PAKs, and a mobile air cart. In addition to the new program we are seeking to upgrade the department's current complement of SCBA to include breathing connections to provide air for trapped/downed responders and Visualert Heads-up display capability to provide a visual as well as an audible alert to indicate end of service time.

The proposed upgrade of SCBA is the only component of this proposal that addresses equipment that is currently in use by the department. During the period that existing SCBA equipment has been in service we believe the advancements in product development that allow for increased versatility and compatibility justify inclusion of an upgrade in this request. In addition, it is our opinion that by issuing individual facepieces to our firefighters it improves their safety and allows a greater number of firefighters to be deployed during operations. We believe it is superior to the department's current Respiratory Protection Program as it relates to SCBA facepieces. The current program allows only a fixed inventory of different sizes, requiring a firefighter, upon arrival at an incident to locate a facepiece in the correct size that provides the most appropriate fit. This feature of the program also limits the number of firefighters that can be deployed during an operation to the current inventory of SCBA facepieces.

The department is certain that this program, combined with existing SCBA equipment inventory, and department policies and procedures is both cost effective and will achieve a safer work environment for MVFC personnel while providing enhanced multi-jurisdictional interoperability with neighboring communities.

The Mansfield Volunteer Fire Company (MVFC) is a combination department with fifteen full and part-time paid personnel and, at present, ten active volunteers. The department provides fire and Emergency Medical services to a fire district within the Town of Mansfield with a population of 6,222 (Census 2000). The fire district also hosts a regional high school with a total student and teacher population of 1,370. In addition, the department responds automatic aid to two other districts within the Town of Mansfield; the Eagleville Volunteer Fire Department and the University of Connecticut (UConn) Fire Department. These two districts have a combined population of greater than 25,000 when UConn is in full session from September to June. UConn is the State of Connecticut's largest university and it is currently experiencing tremendous growth in its student population. Last year the number of students enrolled at the main campus in Mansfield increased over 1,200 from the previous year.

Recently, the Town of Mansfield was been selected to receive a Mass Decontamination Trailer from the State of Connecticut Department of Homeland Security. This selection was based in part on the population concentration represented by the University of Connecticut. The two fire departments that serve the Town of Mansfield; the Mansfield Volunteer Fire Company and the Eagleville Fire Department will operate the trailer.

The Air Refilling Station, Mobile Air Cart, individually issued Facepieces with voice amplification, and SCBA Filter Cartridges are the elements of this grant request that expand operational capability into new mission areas. This equipment is directly related to the need to effectively manage events employing mass decontamination. This specific equipment will allow for more effective person to person communication and provide the ability to conduct operations for extended periods while addressing issues related to firefighter fatigue. The mobile air cart alone would provide supplied breathing air without the necessity of firefighters wearing individual SCBA units during lengthy operations.

The MVFC's resources are not sufficient to handle all emergency incidents and also provide continuous coverage to the district; therefore mutual and automatic aid agreements exist with surrounding fire districts and Towns. This system requires reliable multi-jurisdictional interoperability during emergency operations to ensure the safety of firefighters and the community we serve.

The Town of Mansfield has experienced town-wide budget cuts and the Town has issued a spending watch for the current fiscal year for all departments. Also, there has been a reduction in satisfying most capital improvement requests. In the next fiscal year ('04 -'05) capital improvements in the amount of \$15,000.00 has been approved for the Mansfield Volunteer Fire Company. The decline in State financial aid to communities has inordinately affected the Town of Mansfield. The amount of property that comprises the campus of the University of Connecticut is significant and is owned by the State of Connecticut, which renders it exempt from local property taxes.

Program Budget

The total cost of this program is \$98,641.00. The Town of Mansfield will fund 10 percent of the cost-share at \$9,864.00. The total cost of this request is \$88,777.00.

The breakdown of equipment and cost is as follows:

Fixed cylinder filling station

1 6000 psig Breathing Air Compressor \$29,411.00
 2 Extra A.S.M.E. Cylinder (\$2,060.00ea.) \$4,120.00
 1 CO monitor kit w/calibration \$2,340.00
 1 Cabinet enclosed hose reel w/regulator \$1,730.00
 1 Outside air intake \$300.00

Cylinder Filing Station – Total: \$37,901.00

1 Mobile Air Cart w/ 4 – one hour cylinders \$6,800.00

3 RIT-PAK IIs (\$3,100.00ea.) \$9,300.00

30 – Scott AV 3000 Facepieces \$7,050.00
 (30 x \$235.00ea.)

30 Scott AV 3000 Voice Amplifiers \$10,200.00
 (30 x 340.00ea.)

90 filter cartridges for Scott AV 3000 \$990.00
 (90 x \$11.00ea.)

Upgrade to existing SCBA inventory \$26,400.00
 (24 SCBA x \$1,100.00ea.)

We anticipate the following objectives and activities timetable based on grant award date:

Within 30 days of grant award notification specifications will be prepared for bid.
 Within 60 days of the award of bid, the order for equipment will be placed.
 Within 30-40 days, delivery of equipment is expected
 Within 14 days of delivery, training will be provided and personnel and policies will be updated.
 Within 10 days of delivery, installation of fixed equipment will be completed.
 No later than 12 months after the date of award the department will follow up with a written report to FEMA.

To evaluate the benefit of this program the department will conduct training on all new equipment. Perform fit testing on all newly issued facepieces to insure the best possible user fit. Conduct drills to insure the new equipment is effectively incorporated into department operations.

* Please describe any grants that you currently have with DHS including the AFG, for example, 2002 AFG grant for vehicle or 2003 ODP grant for exercises. (Enter "N/A" if Not Applicable)

The Mansfield Volunteer Fire Company was awarded a 2003 AFG for radio communication equipment. The grant included funds for both fixed equipment to be installed at a Tower site (i.e. antennae, control stations, cabling, etc.) and mobile and portable radios.

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Assurances and Certifications

Form 20-16A

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an * are required.

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform

- Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally assisted construction sub agreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
 19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Form 20-16C

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an * are required.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of

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this certification: and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through

implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(8) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action
999 Storrs Road	Mansfield	Connecticut	06268 -2613	

If your place of performance is different from the physical address provided by you in the Applicant Information, click on Add Place of Performance button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by David Dagon on 04/01/2004

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

This form is not applicable

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Overview

Are you a member, or are you currently involved in the management, of the fire department applying for this grant? Yes

If you answered **No**, please **complete** the information below and click on the *Save and Continue* button. If you answered **Yes**, please do **not** complete the information requested below and click on the *Save and Continue* button.

Note: If you answered **No** to the above question, the fields marked with an * are required.

Preparer Information

* Organization Name

* Address 1

Address 2

* City

* State

* Zip

* Is there a grant-writing fee associated with the preparation of this request?

If you answered yes above, what is the fee? \$

Contact Information

Alternate Contact Information Number 1

*Title Fire Chief
Prefix Mr.
* First Name William
Middle Initial
* Last Name Jordan
* Business Phone 860-429-2050 Ext.
* Home Phone 860-429-8322 Ext.
Mobile Phone/Pager
Fax 860-429-3388
*Email jordanwa@mansfieldct.org

Alternate Contact Information Number 2

* Title Emergency Services Administrat
Prefix Mr.
* First Name David
Middle Initial J
* Last Name Dagon
* Business Phone 860-429-3364 Ext.
* Home Phone 860-487-7628 Ext.
Mobile Phone/Pager 860-260-7826
Fax 860-429-3388
*Email dagondj@mansfieldct.org

Applicant Information

EMW-2004-FG-18843

Originally submitted on 02-APR-2004 by Michael Gergler (Userid: gergler)

Based on information you have provided, your department serves a Rural community.

Contact Information:

Address: 879 Stafford Road
 City: Mansfield
 State: Connecticut
 Zip: 06268
 Day Phone: 860-429-2050
 Evening Phone: 860-429-8322
 Cell Phone: 860-260-0847
 Email: JordanWA@Mansfieldct.org

Application number is 18843

* Applicant Name	Eagleville Fire Department
* Type of Applicant	Fire District
If other, please enter the type of Applicant	
* <u>Employer Identification Number</u>	06-0760527
* Does your organization have a <u>DUNS Number</u> ?	Yes
If yes, please enter the <u>DUNS Number</u>	
Headquarters Physical Address	
* Physical Address 1	879 Stafford Road
Physical Address 2	
* City	Mansfield
* State	Connecticut
* Zip	06268 - 2006 <u>Need help for ZIP+4?</u>
Mailing Address	
* Mailing Address 1	879 Stafford Road
Mailing Address 2	
* City	Mansfield
* State	Connecticut
* Zip	06268 - 2006 <u>Need help for ZIP+4?</u>
Account Information	
* Type of bank account	Checking
* Bank routing number - 9 digit number on the bottom left hand corner of your check	221172186
* Your account number	1007000384
Additional Information	
* For this fiscal year (Federal) is your jurisdiction	

receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request? No

* If awarded this grant, will your jurisdiction expend greater than \$300,000 in Federal share funds during the Federal fiscal year in which the grant was awarded? No

* Is the applicant delinquent on any federal debt? No

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

Department Characteristics (Part I)

* Are you a member of a Fire Department or authorized representative of a fire department? Yes

* Are you a member of Federal Fire Department or contracted by the Federal government and solely responsible for suppression of fires on Federal property? No

* What kind of Department do you represent? Combination

If you answered combination, above, what is the percentage of career firefighters in your department? 33 %

* What is the square mileage of your primary response area? 22

* What percentage of your response area is protected by hydrants? 5 %

* Does your department protect critical infrastructure of the State? Yes

* How much of your jurisdiction's land use is for agriculture, wild land, open space, or undeveloped properties? 85 %

* What percentage of your jurisdiction's land use is for commercial, industrial, or institutional purposes? 5 %

* What percentage of your jurisdiction's land is used for residential purposes? 10 %

* How many commercial, industrial, residential, or institutional structures in your jurisdiction are more than four stories tall? 0

* What is the permanent resident population of your Primary/First Due Response Area or jurisdiction served? 6389

* How many active firefighters does the department have who perform firefighting duties? 35

* How many personnel provide only EMS service delivery? 0

* How many stations are in your department? 2

* Do you currently report to the National Fire Incident Reporting System (NFIRS)? Yes

If you answered yes above, please enter your FDIN/FDID 03070

* What services does your department provide?

Structural Fire Suppression	Medical First Response	Hazmat Operational Level
Wildland Fire Suppression		Rescue Operational Level

Department Characteristics (Part II)

* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three years?	1
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three years?	1
* What is the total number of fire-related firefighter fatalities in your jurisdiction over the last three years?	0
* What is the total number of fire-related firefighter injuries in your jurisdiction over the last three years?	0
* In an average year, how many times does your department receive mutual/automatic aid?	88
* In an average year, how many times does your department provide mutual/automatic aid?	180
* What was your department's estimated average annual operating budget over the last three years?	575000
* What percentage of your annual operating budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	80 %
* What percentage of your annual operating budget is derived from: Enter numbers only, percentages must sum up to 100%	
Taxes?	100 %
Grants?	0 %
Donations?	0 %
Fund drives?	0 %
Other?	0 %

If you entered a value into Other field (other than 0), please explain

*How many vehicles does your department have in each of the categories below? Enter numbers only and enter 0 if you do not have any of the vehicles below

Total Number

a. Engines (or pumpers): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Quint (Aerial device of less than 76 feet), Fire Boats (more than 13 feet long), Type I, Type II, Type III Engine	3
b. Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint (Aerial device of 76 feet or greater)	0
c. Tankers: Tanker, Tender, Tanker/Pumper (Pumper with a tank that has a greater than 1,200 gallon capacity), Foam Tanker/Tender (greater than 1,200 gallon tank capacity)	0
d. Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle	2
e. Brush/Quick attack: Brush Truck, Patrol Unit (Pick up w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type IV Engine	0
f. Other: EMS Transport Unit, EMS Chase Vehicle, Air/Light Unit, Rehab Units, Hazardous Materials Unit, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle, Other Vehicle	1

Provide in the space below the following information only if you are applying for a firefighting vehicle: List all your vehicles by type (for example, engines/pumpers, brush, rescue, etc.). Then provide the year each was manufactured. If the department has more than two of any type, provide the total number of vehicles in that category and the years the oldest and the newest were manufactured.

Department Call Volume

* How many responses per year by category? (Enter whole numbers only; if you have no calls for any of the categories, enter 0)

Structure Fires	8
Vehicle Fires	7
Vegetation Fires	2
EMS	607
Rescue	18
Hazardous Condition/Materials Calls	40
Service Calls	73
Good Intent Calls/False Alarms	67
Other Calls and Incidents	1

Request Information

- * 1. Select a program for which you are applying. Remember, you can only apply for one program this year. You can apply for as many activities within a program as you need.
(If you modify your selection, you will lose data entered under the original activity.)

Program Name

Operations and Firefighter Safety

- * 2. Will this grant benefit more than one department?

Yes

If you answered Yes to Question 2 above, please explain. (You can only enter 4000 characters)

The Eagleville Fire Department belongs to a county-wide communication and mutual aid system and relies on receiving and providing both mutual and automatic aid to resolve incidents. This program will provide more effective and reliable multi-jurisdictional communication not only for Eagleville Fire Department operations within their own jurisdiction but also when operating in mutual aid communities as well. Communication will be improved during mutual aid responses both given to and received from neighboring communities.

Town of Mansfield was been selected to receive a Mass Decontamination Trailer from the State of Connecticut Department of Homeland Security. The two fire departments that serve the Town of Mansfield; the Eagleville Fire Department and the Mansfield Volunteer Fire Company will jointly operate the trailer. The additions and enhancements to the current Respiratory Protection Program will benefit each department locally and surrounding fire districts.

Request Details

The activities for program Operations and Firefighter Safety are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding	Action
Equipment	10	\$ 91,400	\$ 0	View Details View Additional Funding
Modify Facilities	0	\$ 0	\$ 0	View Details
Personal Protective Equipment	4	\$ 50,720	\$ 0	View Details View Additional Funding
Training	0	\$ 0	\$ 0	View Details
Wellness and Fitness Programs	0	\$ 0	\$ 0	View Details

BudgetBudget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 142,120
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0

Indirect Cost Details

Agency Indirect Cost Agreement with

Indirect Cost Rate %

Agreement Summary

Federal and Applicant Share

Federal Share \$ 127,908

Applicant Share \$ 14,212

Federal Rate Sharing (%) 90/10

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 14,212)

a. Applicant	\$ 14,212
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources, include your explanation below. You can use this space to provide information on the project, cost share match.

Total Budget \$ 142,120

Narrative Statement

Project Description

* Please provide your narrative statement in the space provided below (1) Project Description, (2) Financial Need, and (3) Cost-Benefit of Request:

Communications

The Eagleville Fire Department (EFD) is recommending a program that seeks to address the sizable area of our response district that experiences two-way radio frequency coverage deficiencies that negatively impact operations. Efforts to address the coverage problem by the use of remote tower sites, in-vehicle repeaters, and/or frequencies have not provided consistently reliable or effective department communication or dependable multi-jurisdictional interoperability.

In an effort to address the communication issues that plaque this section of our response district we have met with the Tolland County Mutual Aid System (TN) to explore options and solutions. TN provides the regional emergency dispatching and communication function to the EFD and surrounding fire districts and communities.

We are proposing a comprehensive new program that addresses our communication deficiencies. The proposal seeks to improve the communication system by expanding the use of in-vehicle repeaters to all officers' vehicles and increasing the number of firefighters that have access to the communication system through portable radios. Our proposal also seeks the support equipment necessary to insure the radios are properly charged and ready for use. The department is seeking to purchase 5 new mobile in-vehicle repeater units for the department's officers and 45 new portable radios for assignment to all department firefighters and personnel that directly support emergency operations. We are also requesting funding for four new 6-unit battery chargers (2 for each station) and two battery maintenance systems (1 for each station).

As part of this program we are also proposing the replacement of 3 existing in-vehicle repeaters, 15 existing portable radios and 20 pagers. The replacement units will allow us to retire communication equipment that has been in service for eleven (11+) years. It is our intention to acquire a portable radio model that provides for unit identification and an emergency signaling feature in order to enhance the department's effort to insure firefighter safety at incident scenes. The pagers will assist in notifying qualified personnel of calls for service to insure adequate levels of manpower are available to conduct safe and effective emergency operations.

The proposed purchase of 3 in-vehicle repeaters, 20 pagers and 15 portable radios is the only component of this proposal that replaces existing equipment currently in use. The reason we have included it in this proposal is due to the equipment's age; it has been in use by the department for 10+ years. Over the period that the portable radios have been in service the wear and tear of operating in emergency situations has compromised their dependability.

The department's objective is to reduce the failure of radio communication transmissions during emergency and non-emergency operations, improve multi-jurisdictional interoperability, increase the length of usage hours of fully charged batteries, and integrate the radio system as part of the personnel accountability system.

The Eagleville Fire Department is a combination department with eighteen full and part-time paid personnel and 37 active volunteers. The EFD responds from two stations and provides both fire and Emergency Medical services to a fire district within the Town of Mansfield with a population of 6,389 (Census 2000). The department responds automatic aid to two other districts within the Town of Mansfield. These two districts; the Mansfield Volunteer Fire Company, which includes a regional high school with a student and staff population of 1,370, and the University of Connecticut (UConn) Fire Department, have a combined population of greater than 25,000 when the university is in full session from September to June. UConn is the State of Connecticut's largest university and it is currently experiencing tremendous growth in its student population. Last year the number of students enrolled at the main campus in Mansfield increased over 1,200 from the previous year.

Recently, the Town of Mansfield was been selected to receive a Mass Decontamination Trailer from the State of Connecticut Department of Homeland Security. This selection was based in part on the population concentration represented by the University of Connecticut. The two fire departments that serve the Town of Mansfield; the Eagleville Fire Department and the Mansfield Volunteer Fire Company will jointly operate the trailer. Elements of

this grant request assist in expanding our operational capability to effectively manage events employing mass decontamination.

The EFD's resources are not sufficient to handle all emergency incidents and also provide continuous coverage to the district; therefore mutual and automatic aid agreements exist with surrounding fire districts and Towns. This system requires reliable multi-jurisdictional communication interoperability during emergency operations to ensure the safety of firefighters and the community. Effective communication is essential to fire ground operations as well as non-emergency communications.

The EFD believes this proposal is a cost-effective means of addressing the communication problems experienced by the department. The department is certain that this program, combined with the existing infrastructure, and department policies and procedures will achieve a safer work environment for EFD personnel and provide reliable multi-jurisdictional interoperability with neighboring fire districts and communities.

The Town of Mansfield has experienced town-wide budget cuts and the Town has issued a spending watch for the current fiscal year for all departments. Also, there has been a reduction in addressing most capital improvement requests. In the next fiscal year ("04 - "05) capital improvements in the amount of \$20,000.00 has been approved for the Eagleville Fire Department. The decline in State financial aid to communities has inordinately affected the Town of Mansfield. The amount of property that comprises the campus of the University of Connecticut is significant and is owned by the State of Connecticut, which renders it exempt from local property taxes.

Respiratory Protection Program

The Eagleville Fire Department is also seeking to provide a respiratory protection program for its firefighters that includes individually issued facepieces, is adaptable to incidents requiring different levels of respiratory protection, expands operational capabilities and extends SCBA in-service time for operations requiring full respiratory protection, and simplifies and reduces multiple stocks of equipment inventory.

This program would address equipment deficiencies of our current respiratory protection program. The new program would include individually issued personal SCBA facepieces with voice amplification, Rapid Intervention Team RIT-PAKs, and an upgrade to the department's current complement of SCBA to include breathing connections to provide air for trapped/downed responders and Visualert Heads-up display capability to provide a visual as well as an audible alert to indicate end of service time. An addition to our current respiratory protection program is the request for a Mobile Air Cart that would compliment extended operations that the department expects to be a part of its entry into a new service area related to the receipt of a Mass Decontamination trailer mentioned earlier.

The proposed upgrade of SCBA is the only component of this proposal that addresses equipment that is currently in use by the department. During the period that existing SCBA equipment has been in service we believe the advancements in product development that allow for increased versatility and compatibility justify inclusion of an upgrade in this request.

In addition, it is our opinion that by issuing individual facepieces to our firefighters it improves their safety and allows a greater number of firefighters to be deployed during operations. We believe it is superior to the department's current Respiratory Protection Program as it relates to SCBA facepieces. The current program allows only a fixed inventory of different sizes, requiring a firefighter, upon arrival at an incident to locate a facepiece in the correct size that provides the most appropriate fit. This fixed inventory feature of the program also limits the number of firefighters that can be deployed during an operation to the current inventory of SCBA facepieces.

The department is certain that this program, combined with its existing SCBA equipment inventory, and department policies and procedures is both cost effective and will achieve a safer work environment for EFD personnel while providing enhanced multi-jurisdictional interoperability with neighboring communities.

As stated previously in this narrative the Town of Mansfield was been selected to receive a Mass Decontamination Trailer from the State of Connecticut Department of Homeland Security. The two fire departments that serve the Town of Mansfield; the Eagleville Fire Department and the Mansfield Volunteer Fire

Company will jointly operate the trailer.

The Mobile Air Cart, individually issued Facepieces with voice amplification, and SCBA Filter Cartridges are the elements of this grant request that expand operational capability into new mission areas. This equipment is directly related to the need to effectively manage events employing mass decontamination. This specific equipment will allow for more effective person-to-person communication and provide the ability to conduct operations for extended periods while addressing issues related to firefighter fatigue. The mobile air cart alone would provide supplied breathing air without the necessity of firefighters wearing individual SCBA units during lengthy operations.

Budget

The total cost of this program is \$142,120.00. The Town of Mansfield will fund 10 percent of the cost-share at \$14,212.00. The total cost of this request is \$127,908.00.

The breakdown of equipment and cost is as follows:

Equipment

Communications

8 In-Vehicle Repeaters @\$2,500.00 ea. \$20,000.00
 60 Portable Radios @\$700.00 ea. \$42,000.00
 20 Pagers \$8,800.00
 4 Six-Unit Battery chargers @\$450.00 ea. \$1,800.00
 2 Battery Maintenance Systems @\$1,350.00 ea. \$2,700.00

Respiratory Protection

1 Mobile Air Cart w/ 4 – one hour cylinders \$6,800.00
 3 RIT-PAK IIs (\$3,100.00ea.) \$9,300.00
 40 – Scott AV 3000 Facepieces \$9,400.00
 (30 x \$235.00ea.)
 40 Scott AV 3000 Facepiece w/Voice Amplifier \$13,600.00
 (30 x 340.00ea.)
 120 filter cartridges for AV 3000 Facepieces \$1,320.00
 (120 x \$11.00ea.)
 Equipment Upgrade to existing SCBA inventory \$26,400.00
 (24 SCBA x \$1,100.00ea.)

The following objectives and activities timetable are based on grant award date:

Within 30 days of grant award, notification specifications will be prepared for bid.

Within 60 days of the award of bid, the order for equipment will be placed.

Within 30-40 days delivery of equipment is expected

Within 14 days of delivery of portable radios, personnel and policies will be updated.

No later than 12 months after the date of award the department will follow up with a written report to FEMA.

To evaluate the benefit of this program the department will conduct radio transmission/reception tests of the district utilizing in-vehicle repeaters. We will log radio repairs. We will log the number of battery changes during a shift. Overall EFD expects to see a reduction in missed communication transmissions caused by frequency reception issues or low portable battery conditions. We expect to enhance firefighter safety with unit identifiers and emergency signals. Mutual aid personnel will be afforded more effective communication interoperability while operating on Eagleville Fire Department's frequency. Overall the department believes the program will provide more reliable and consistent communications, thereby assuring the safety of firefighters and providing a better service to the community.

To evaluate the benefit of the Respiratory Protection Program the department will conduct training on all new equipment. Perform fit testing on all newly issued facepieces to insure the best possible user fit. Conduct drills to insure the new equipment is effectively incorporated into department operations.

* Please describe any grants that you currently have with DHS including the AFG, for example, 2002 AFG grant for vehicle or 2003 ODP grant for exercises. (Enter "N/A" if Not Applicable)

The Eagleville Fire Department was awarded a 2003 AFG for a PASS/Accountability system.

Assurances and Certifications

Form 20-16A

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an * are required.

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972; as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.
19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

Signed by Michael Gergler on 04/02/2004

Form 20-16C

You must read and sign these assurances by providing your password and checking the box at the bottom of this page.

Note: Fields marked with an * are required.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and extension, continuation, renewal amendment or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of

this certification: and

(d) have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through

implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(8) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action
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If your place of performance is different from the physical address provided by you in the Applicant Information, click on Add Place of Performance button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by Michael Gergler on 04/02/2004

FEMA Standard Form LLL

Only complete if applying for a grant for more than \$100,000 and have lobbying activities. See Form 20-16C for lobbying activities definition.

This form is not applicable



*Town of Mansfield
Proclamation*

In celebration of Stephen Christopher Glow's Eagle Scout Award

Whereas, Mr. Steven Christopher Glow is a Mansfield resident and a young man with a language and neurological disability impacting and challenging many aspects of his life; and

Whereas, on Saturday, April 25, 2004 Steven will receive an Eagle Scout Award as a member of Boy Scout Troop 56; and

Whereas, the Eagle Scout Award represents the highest rank in scouting and recognizes great skill, determination and leadership; and

Whereas, Steven's efforts to strive and achieve his goals and potential serve as an inspiration to all scouts and the greater Mansfield community.

NOW, THEREFORE, I, Elizabeth C. Paterson, Mayor of Mansfield, Connecticut, on behalf of the Town Council and the citizens of Mansfield do hereby acknowledge Steven Christopher Glow for his outstanding efforts and congratulate him upon his receipt of the Eagle Scout Award.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Mansfield to be affixed on this 22nd day of March in the year 2004.



Elizabeth C. Paterson
Elizabeth C. Paterson
Mayor, Town of Mansfield
March 22, 2004

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