



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, July 28, 2008
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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CALL TO ORDER	
ROLL CALL	
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EXECUTIVE SESSION

SPECIAL MEETING-MANSFIELD TOWN COUNCIL

June 26, 2008

Deputy Mayor Gregory Haddad called the special meeting of the Mansfield Town Council to order at 7:00 p.m. in the Council Chamber of the Audrey P Beck Building.

I. ROLL CALL

Present: Blair, Clouette, Haddad, Koehn, Paulhus

Absent: Duffy, Nesbitt, Paterson, Schaefer

II. NEW BUSINESS

1. Fiscal Year 2008/09 Budget, Set Mill Rate.

Mr. Clouette moved and Mr. Paulhus seconded to approve the following resolution:

BE IT RESOLVED: That the Tax Rate for the Town of Mansfield for Fiscal Year 2008-2009 be set at 25.24 mills, and the Collector of Revenue be authorized and directed to prepare and distribute to each taxpayer tax bills in accordance with Connecticut General Statutes, as amended, and that such taxes shall be due and payable July 1, 2008 and January 1, 2009.

Because of the lateness of the setting of the mill rate a grace period until August 15, 2008 will be granted. This grace period is for this year only.

Motion passed unanimously.

2. Appointment of Commissioner to Mansfield Housing Authority

Mr. Clouette speaking for the Committee on Committees moved to appoint Dexter Eddy to an additional term as the Housing Authority Resident Representative on the Housing Authority Commission.

Motion passed unanimously.

Ms. Koehn stated that a couple of residents contacted her and told her that according to the Freedom of Information Office the wording of the Executive Session was illegal and asked the Town Manager to investigate further. Council members discussed what is allowed under Executive Session and agreed that since the evening's discussion regarding the Community Center concerned a business proposition and possible negotiations it is indeed proper to meet in Executive Session.

Mr. Paulhus moved and Ms. Blair seconded to move into Executive Session.

Motion pass unanimously.
III. EXECUTIVE SESSION

Present: Blair, Clouette, Haddad, Koehn, Paulhus
Also Included: Matt Hart, Town Manager and Curt Vincente, Director of
Parks and Recreation.

Issue: Discussion of Confidential Commercial and Financial Information and
Strategies regarding Mansfield Community Center.

IV. ADJOURNMENT

Mr. Paulhus moved and Ms. Blair seconded to adjourn the meeting.

Motion passed unanimously.

Gregory Haddad, Deputy Mayor

Mary Stanton, Town Clerk.

REGULAR MEETING-MANSFIELD TOWN COUNCIL
July 14, 2008

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 7:30 p.m. in the Council Chambers of the Audrey P. Beck Building.

I. ROLL CALL

Present: Clouette, Duffy, Haddad (7:35 p.m.), Koehn, Paterson, Paulhus, Schaefer
Absent: Blair, Nesbitt

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Mr. Clouette seconded to approve the minutes of the June 23, 2008 regular and special meetings. The motion passed with all in favor except Mr. Schaefer who abstained

III. MOMENT OF SILENCE

Mayor Paterson requested a moment of silence in honor off and respect for our troops around the world. She asked those present to remember in their thoughts one of our own, Dan Parker, who recently left for Iraq.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Michael Kurland, 269 Wormwood Hill Road, Director of Health Services at UConn, a member of the Windham Hospital Board of Trustees and the Town's representative on the Eastern Highlands Health District Board, spoke in favor of the resolution in support of universal health care. He respectfully requested the Town Council support the resolution.

Mike Sikoski, 135 Wildwood Road, requested clarification on the legal responsibility of the Town regarding the relocation of existing business in the UConn business block. Town Manager Matt Hart has asked for a written opinion and will include it in the packet as soon as it is received. Mr. Sikoski also requested clarification on the Community Center discounts offered to members of the Riverside Health Club and questioned the appropriateness of the executive session regarding the agreement with the club.

Charles Prewitt, 98 Mansfield Hollow Road, relayed some of his personal experiences with the current health care system while taking care of his wife, noting that one on one personal care in his home cost less than half of what it would have in a nursing home. He is in favor of universal health care.

Catharen White, 1 Fort Griswold, stated that healthcare should not depend on the type of job you have and commented that the United States is ranked 37TH in the world when it comes to healthcare.

Miriam Kurland, 269 Wormwood Hill Road, spoke in favor of the universal healthcare resolution commenting that the resolution as presented is conservative and it is a shame that profits, not people, are the focus of our current system. She would prefer a single payer, single tiered plan.

Jane Blanshard, 13 Sycamore Drive, spoke in opposition to the walkway/bikeway along Hunting Lodge Road.

Joseph Briody, 19 Little Lane, spoke about the changing composition of the neighborhoods around campus. Five properties in his neighborhood have switched from owner occupied residences to rentals. He asked the Council to address the issues relating to noise, speeding, litter and other impacts that are a result of the increasing encroachment.

David Freudmann, 22 Eastwood Road, is in support of universal health care. Mr. Freudmann presented the Council with a scenario of what he estimates the parking garage for the Downtown Project will cost the Town.

David Nelson, 1 Fort Griswold Lane, spoke to the cost of healthcare from the perspective of a person without much income. He is in strong support of the resolution.

Betty Wassmundt, Old Turnpike Road, spoke in support of the points made by Mr. Briody, asked the Council to review more closely the June 23, 2008 contract with the Discovery Depot, and requested a copy of the letter sent to the members of the Riverside Health Club. She urged the Council to treat all potential members of the Community Center the same. Ms. Wassmundt also urged the Council members, during discussions about the Downtown Partnership, to defend the benefits currently available to Town residents.

V. PUBLIC HEARING

1. Hunting Lodge Road Walkway/Bikeway Project Easements

Mayor Paterson called the public hearing to order and asked the Director of Public Works Lon Hultgren to update the Council on the status of the easements needed for the walkway/bikeway. Mr. Hultgren reported that all but one of the rights of entry have been secured.

Mayor Paterson read into the record a letter from Walter Hirsch regarding his property on 125 Hunting Lodge Road (attached). Mike Sikoski, 135 Wildwood Road, spoke in opposition to any use of eminent domain.

Joseph Briody, 19 Little Lane, stated that as someone who lives in the area and uses the roads he is in favor of the walkway/bikeway. He believes the Town has an obligation to insure that all residents can use the roads safely.

The public hearing was closed at 8:35 p.m.

Mr. Haddad moved and Ms. Duffy seconded to move Item 6, Universal Health Care Resolution, to the next item of business. Motion passed unanimously.

VI. OLD BUSINESS

2. Community/Campus Relations

Town Manager Matt Hart outlined his recommendations for the reestablishment of the Committee on Community Quality of Life.

Mr. Clouette moved and Mr. Haddad seconded to move the resolution entitled "Proposed Resolutions to Re-establish a Committee on Community Quality of Life for the Town of Mansfield:"

Ms. Koehn moved and Mr. Clouette seconded to amend the resolution to add " and neighborhood deterioration" following "behavior" in both the first paragraph and in the first sentence of #1.

Motion passed unanimously.

Ms. Koehn moved and Mr. Clouette seconded to add to the membership list a fourth category of "three citizens at large other than those appointed under the categories above."

Motion passed unanimously.

The motion to adopt the resolution as amended passed unanimously.

The motion as amended reads, as follows:

RESOLUTION TO RE-ESTABLISH AND ISSUE CHARGE TO COMMITTEE ON COMMUNITY QUALITY OF LIFE

WHEREAS, the Town Council wishes to evaluate and make recommendations concerning quality of life issues within the community, particularly as these issues relate to off-campus student housing and behavior and neighborhood deterioration; and

WHEREAS, the Town Council desires to establish an Ad hoc Committee to assist with this task:

NOW, THEREFORE BE IT RESOLVED THAT:

A six-member Committee on Community Quality of Life is established for an indefinite term and is authorized to perform the following charge:

1. Evaluate quality of life issues within the community, particularly as these issues relate to off-campus student housing and behavior and neighborhood deterioration. Specific tasks include, but are not limited to:
 - reviewing potential enhancements to the Mansfield Housing Code
 - contemplating improvements to existing public safety and nuisance abatement ordinances
 - considering the adoption of additional ordinances and regulations designed to promote and protect community quality of life
2. Consult with various regulatory bodies and stakeholder groups, such as the Planning and Zoning Commission, the University Office for Off-campus Services, the Town/University Relations Committee, the Mansfield Community-Campus Partnership and neighborhood associations, to generate ideas and suggestions, and to solicit feedback on various committee recommendations.
3. As appropriate, make recommendations to the Town Council.

RESOLUTION TO APPOINT MEMBERS OF THE COMMITTEE ON COMMUNITY QUALITY OF LIFE

WHEREAS, the Town Council desires to re-establish a Committee on Community Quality of Life to evaluate and make recommendations concerning quality of life issues within the community:

NOW, THEREFORE, BE IT RESOLVED TO:

Appoint a Committee on Community Quality of Life to consist of the following members:

- 1) Four members of the Town Council
- 2) One representative from the Planning and Zoning Commission
- 3) One representative from the University of Connecticut
- 4) Three citizens at-large other than those appointed under the categories above.

3. Community Water and Wastewater issues

No report

4. Hunting Lodge Road Walkway/Bikeway Project Easements

Mr. Clouette moved and Ms. Duffy seconded to approve the following motion:

Resolved, by the Mansfield Town Council on July 14, 2008 in the matter of obtaining an easement for the construction of a walkway/bikeway facility on the west side of Hunting Lodge Road between Carriage House Drive and North Eagleville Road, that, pursuant to section 48-6 of the Connecticut General Statutes: (1) the Council finds that the convenience and necessity of the Town for the purpose of public travel by foot and bicycle requires the acquisition of an easement from the property at 183 Hunting Lodge Road in Mansfield, Connecticut; (2) the appraised value of \$460 for the easement were arrived at through a professional 3rd-party appraisal process and represent just compensation for said easement and are approved by the Town Council; and (3) the Town Council authorizes staff to proceed with the acquisition of said easement by means of the power of eminent domain afforded to the municipality pursuant to Connecticut General Statutes Section 48-6.

Motion passed unanimously.

Ms. Koehn moved and Ms. Duffy seconded to add to the agenda a discussion of the Mansfield Community Center business opportunity with Riverside Health Club.

Motion passed unanimously.

Ms. Koehn moved and Mr. Schaefer seconded to add the same item to the agenda under Executive Session.

Following a discussion with Town Attorney Dennis O'Brien the motion to add the item to Executive Session was withdrawn as the contract with Riverside Health Club has already been signed.

VII. NEW BUSINESS

5. Presentation – Open Space Acquisition and Management Program

Director of Parks and Recreation Curt Vincente, Parks Coordinator Jennifer Kaufman, Director of Planning Gregory Padick and Chair of the Parks Advisory Committee Jim Morrow described the formal process for the acquisition of open space. They also reviewed the planning for open space and the management of the area once it has been acquired.

Council members discussed payment in lieu of dedication, the ability to sell small lots in subdivisions that are not of significant value and the possibility of a program that would allow residents to contribute to an open space fund.

6. Universal Health Care Resolution

Mr. Haddad moved and Ms. Duffy seconded to approve the following resolution:

MANSFIELD HEALTH CARE RESOLUTION

Whereas, the United States is the only industrialized nation in the world without some form of universal health care for its citizens; and

Whereas, the World Health Organization has ranked the United States health care system 37th out of all nations in terms of meeting the needs of its citizens; and

Whereas, Connecticut enjoys the highest per-capita income in the United States, yet suffers from the highest rate of uninsurance in New England; and

Whereas, one out of every ten Connecticut residents, an estimated 356,000 people, are uninsured; and

Whereas, the State of Connecticut spends \$15 billion annually on health care; and

Whereas, 80% of the state's uninsured are, in fact, employed, yet many do not qualify for state medical assistance, and

Whereas, with ever increasing health care costs, small business owners and entrepreneurs are frequently unable to afford health care for themselves and their employees; and

Whereas, medical debt is the number one cause of bankruptcy in Connecticut; and

Whereas, racial, income, and ethnic disparities in access to care threaten diverse communities across Connecticut; and

Whereas, Mansfield residents need and deserve access to quality health care regardless of income or social status; and

Whereas, there is nothing more powerful we can do to create jobs, to secure the well being of our most vulnerable families, and to save taxpayers' money than to accomplish universal health care here in Connecticut; and

Whereas, *healthcare4every1* is a statewide advocacy campaign whose goal is to organize an active, vibrant, and diverse network of concerned residents and organizations in order to build public and political support to achieve universal health care in Connecticut;

Therefore be it Resolved, that the Mansfield Town Council encourages the Connecticut General Assembly to enact legislation that provides access to comprehensive health care for all Connecticut residents; and

Be it Further Resolved, that the Mansfield Town Council endorses the *healthcare4every1* campaign, and in doing so, we agree with the Institute of Medicine Principles for Universal Health Care:

- Health care coverage should be universal. It should cover everyone.
- Health care coverage should be continuous, portable from job to job, regardless of employment status.
- Health care coverage affordable to individuals and families.
- Health care insurance should be affordable and sustainable to society.
- Health care coverage should enhance health and well-being by promoting access to high-quality care that is effective, efficient, safe, timely, patient-centered, and equitable.

We further agree:

- To have our organization's name listed on the *healthcare4every1.org* web site
- To have the Foundation publicize this endorsement; and

Be it Further Resolved, that this resolution be sent to the Governor and each member of the Connecticut General Assembly.

Council members spoke in favor of the resolution, thanked those present for bringing it forward and asked that the resolution also be forwarded to all our state and national legislators, the Connecticut Conference of Municipalities and the National League of Cities.

Motion passed unanimously.

Mr. Schaefer left at 10:00 p.m.

7. Appointment of Special Legal Counsel

Mr. Haddad moved and Mr. Paulhus seconded to table the issue of appointment of special legal counsel until the next meeting.

Motion passed unanimously.

8. Discussion of the Mansfield Community Center Business Opportunity with Riverside Health Club

Council members discussed the special discount offered to members of the Riverside Health Club. Director of Parks and Recreation Curt Vincente explained the rationale behind the plan and other special discounts that are offered from time to time. Members agreed to discuss the issue of when such specials should be handled administratively by the department and when would it be appropriate for the department to seek Town Council approval. By consensus it was agreed the Council would address the issue when the new fee schedules are reviewed.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

IX. REPORTS OF COUNCIL COMMITTEES

Mr. Clouette reporting for the Finance Committee stated the Committee reviewed the budget shortfall and will recommend a series of budget transfers. The Committee also agreed that if greater cuts become necessary the Town Council should have a discussion regarding the prioritization of the cuts.

Mr. Haddad reported the Personnel Committee would be meeting July 15, 2008 at 6:30 p.m.

X. REPORTS OF COUNCIL MEMBERS

Mayor Paterson reported on the recent meeting of the Executive Board of the National League of Cities. One of the items under discussion is a program to assist uninsured and underinsured people at no cost to towns. The group is looking for towns interested in evaluating the

program. The Mayor will forward the information to the Town Manager.

XI. TOWN MANAGER'S REPORT

Attached

XII. FUTURE AGENDAS

A discussion of the relationship between the Town and the Discovery Depot will be held at a future meeting.

XIII. PETITIONS, REQUEST AND COMMUNICATIONS

9. A Short History of the Mansfield Discovery Depot

10. Agreement between Town of Mansfield and Mansfield Discovery Depot

11. CCM Legislative Update re: State Actions on Health Insurance for Municipal Employees

12. Chronicle, "Budget Passes in Close Vote" - 06/25/08

12. Chronicle, "Commentary: Partnering, Boosterism Different Things" - 06/25/08

13. Chronicle, "Developer Named for Assisted Living Facility" - 07/07/08

14. Chronicle, "Developer Sues Town's Wetland Board" - 06/27/08

15. Chronicle, "Developers Get an Earful on Storrs Center Plan" - 06/24/08

16. Chronicle, "Editorial: Referendum Turnout Proof of its Need" - 07/09/08

17. Chronicle, "Editorial: Searching for the Fabled City of Gold in Mansfield" - 06/04/08

18. Chronicle, "Editorial: Too Many Meetings, Too Little Information" - 06/18/08

19. Chronicle, "Editorial: We Offer These Threads, Needles" - 06/23/08

20. Chronicle, "Editorial: We Offer These Threads, Needles" - 07/07/08
21. Chronicle, "Group: Communication Key to Storrs Plan" - 07/05/08
22. Chronicle, "Letters to the Editor" - 06/19/08
23. Chronicle, "Letters to the Editor" - 06/23/08
24. Chronicle, "Letter to the Editor" - 06/27/08
25. Chronicle, "Letter to the Editor" - 07/01/08
26. Chronicle, "Letter to the Editor" - 07/07/08
27. Chronicle, "Mansfield Voters to Make Budget History" - 06/23/08
28. Chronicle, "Schools May Have Some Money for Mansfield" -
06/26/08
29. Chronicle, "Town May Use Eminent Domain for Bikeway Land" -
06/27/08
30. Connecticut Agricultural Experiment Station re: Plant Science Day
31. Hartford Courant, "Nearly 200 Compete at Meet" - 06/22/08
32. Mansfield Historic District Commission re: Westlake Letter
33. National League of Cities re: American Cities '08
34. New England Water Utility Services re: University of Connecticut
Water System
35. G. Padick re: 6/11/08 Scoping Meeting: Proposed UConn
Academic Buildings
36. H. Raphaelson re: Budget Referendum
37. J. Spears re: Housing Inspection Office
38. State of Connecticut Department of Public Health re: Safe
Swimming/Recreation Season
39. A. Wright re Budget Referendum

Mr. Paulhus moved and Ms. Duffy seconded to move into Executive Session.

Motion passed unanimously.

XIV. EXECUTIVE SESSION

40. Sale or Purchase of Real Estate and Contract Negotiations with Storrs Center Developer

Present: Clouette, Duffy, Haddad, Koehn, Paterson, Paulhus
Also Included: Town Manager Matt Hart, Director of Finance Jeffrey Smith, Assistant to the Town Manager Maria Capriola, Town Attorney Dennis O'Brien, and Economic Resource Associates Representatives Shuprotim Bhaumik and Benjamin Sigman

41. Pending Claims and Litigation

Present: Clouette, Duffy, Haddad, Koehn, Paterson, Paulhus
Also Included: Town Manager Matt Hart, Assistant to the Town Manager Maria Capriola, Director of Finance Jeffrey Smith, and Town Attorney Dennis O'Brien

42. Personnel Matters

Present: Clouette, Duffy, Haddad, Koehn, Paterson, Paulhus
Also Included: Town Manager Matt Hart and Assistant to the Town Manager Maria Capriola

XV. ADJOURNMENT

Mr. Paulhus moved to adjourn the meeting at 11:55 p.m. Seconded by Mr. Haddad the motion passed.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

Walter Hirsch

Re: 125 Hunting Lodge Rd/walkway project

TO BE READ into the record during the public hearing

I send this letter because I work evenings and cannot attend the meeting.

The Town's position for the gross devaluation of my property it wishes to acquire at 125 Hunting Lodge Rd are:

- I can not build in this area
- I will still be the owner of this area

My reasons to argue the absurdity of this low ball figure @ 11% of value.

- 30% loss of crucial buffer zone to the noise and mayhem
- the increased negative impact this will have on the quality of life
- the fact of premium value re: road frontage property assessment
- property ownership after walkway construction is a joke

I submit that there aren't more homeowners fighting this due to:

- most of the home owners don't live here, don't pickup the 3rd class mail piling up around what used to be the mailbox, don't even mow the lawn
- they did not do the math
- figured they were on the losing end of things anyway

I wish to point out that the heavy handed path the Town has taken is unacceptable and appalling. The Town holding 'all the power' and wielding it in such a manner is unconscionable, and is lowered to the same status as UCONN.

It is disheartening to be a homeowner and taxpayer yet be trivialized. To find hiring an attorney is the only way to achieve a reasonable facsimile to fairness.

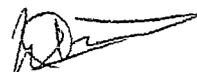
Be very proud in your ability to carry out your wishes without the burden to meet the needs of those you impact.

The approach 'This is how it is - bend over and take it' compells me to say No thanks. I choose instead to leave it. The Town can keep the \$190, which on all levels, is nothing but an insult.

I do wonder how many thousands of dollars were spent to build the 75' of stonewall at 64 Separatist Rd.

In conclusion, it is not my intension to stop or delay this project. It is in this spirit, with much disappointment, I include with this letter the signed Right of Entry form for my property @ 125 Hunting Lodge Rd.

Walter Hirsch



**Town Manager's Office
Town of Mansfield**

Memo

To: Town Council
From: Matt Hart, Town Manager *M.H.*
CC: Town Employees
Date: July 14, 2008
Re: Town Manager's Report

Below please find a report regarding various items of interest to the Town Council, staff and the community:

- *Assisted/Independent Living Project* – the Town Council will recall that the Assisted/Independent Living Advisory Committee has recommended Masonicare as the preferred developer for this project. Masonicare will be available to meet with the Council at your meeting on July 28th. As far as format is concerned, I recommend that we begin with a short presentation from Masonicare, followed by a question and answer period with the Town Council.
- *Enhanced Municipal Employees Health Insurance Program (MEHIP)* – Comptroller Wyman's Municipal Health Care Cost Containment Committee is finalizing its selection of a third part administrator to serve as the administrator for the insurance pool. I have also asked our broker for an updated cost estimate for the town to join as a member of the pool. The expanded MEHIP is a joint labor/management initiative and at least for the first year of participation, we could join the group under our existing insurance plan design. Once I have updated numbers from our broker, I will be reviewing the town's participation with management and our labor representatives.
- *Mansfield Downtown Partnership, Storrs Center Project* – Economics Resource Associates (ERA), the firm the town has retained as its financial advisor for this project, has started its work to peer review the various financial analyses prepared by the developer, LeylandAlliance. ERA will be meeting with the Town Council later this evening, and I will keep you informed of the status of their work as we move forward.
- *Resident State Trooper Coordinator* - I wish to inform you that SGT James F. Kodzis has succeeded SGT Brian Kennedy as Mansfield's Resident Trooper Supervisor. SGT Kodzis comes to us with many years of experience and I believe that he will do a fine job for us. I have invited SGT Kodzis to attend your meeting on July 28th, in order to meet the Town Council. Sgt. Kennedy will remain in our office for the next few weeks to assist in the transition and will continue to remain a part of our administrative and supervisory team during this period of time. I wish to thank Sgt. Kennedy for his dedicated service to our community during the past year and wish him the best in the future.
- *Riverside Athletic Club Agreement* – the Town and the Riverside Athletic Club executed a formal agreement on July 10, finalizing our negotiations with the RAC owner. Staff was on site at RAC the week of July 7 to answer questions and communicate to new members. Staff has worked cooperatively with the owner of RAC and his employees to ensure a smooth transition of membership. Since the formal announcement, many members of RAC have visited the Community Center. Staff recently mailed a welcome letter with a FAQ sheet to RAC members.

- *Tour de Mansfield: Village to Village* – this Saturday, July 19th, the town, the Mansfield Downtown Partnership, and the Mansfield Community Center will sponsor the Third Annual *Tour de Mansfield: Village to Village*. The day is designed to appeal to riders of all levels, and will include a 5-mile Family Fun ride led by police officers and 20 and 40-mile challenge rides. The rides will start and end at the Mansfield Community Center and will conclude with a barbecue. Please join us and experience Mansfield by bicycle!
- *Windham Region Council of Governments* – last Friday, July 11, 2008, I attended the board meeting for the Windham Region Council of Governments. We discussed the WINCOG strategic plan, which I will review with the Town Council this fall. We also discussed a presentation by Comptroller Nancy Wyman on the enhanced Municipal Employees Health Insurance Program, and I am in process of scheduling that presentation now.

Upcoming meetings:

- Open Space Preservation, July 15, 2008, 7:00 PM, Conference Room B, Audrey P. Beck Municipal Building
- Personnel Committee, July 15, 2008, 6:30 PM, Conference Room C, Audrey P. Beck Municipal Building
- Public Safety Committee, July 16, 2008, 3:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Conservation Commission, July 16, 2008, 7:00 PM, Conference Room B, Audrey P. Beck Municipal Building
- Underage Drinking Coalition, July 17, 2008, 3:30 PM, Council Chambers, Audrey P. Beck Municipal Building
- Committee on Committees, July 21, 2008, 3:00 PM, Conference Room B, Audrey P. Beck Municipal Building
- Communications Advisory Committee, July 21, 2008, 7:00 PM, Conference Room C, Audrey P. Beck Municipal Building
- IWA/PZC Meeting, July 21, 2008, 7:00 PM, Council Chambers, Audrey P. Beck Municipal Building
- Mansfield Advisory Committee on the Needs of People with Disabilities, July 22, 2008, 7:30 PM, Conference Room B, Audrey P. Beck Municipal Building
- Mansfield 2020 Steering Committee, July 23, 2008, 6:30 PM, Community Room, Mansfield Community Center
- Mansfield Advocates for Children, July 24, 2008, 4:30 PM, Council Chambers, Audrey P. Beck Municipal Building
- Solid Waste Advisory Meeting, July 24, 2008, 7:30 PM, Conference Room C, Audrey P. Beck Municipal Building

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Kevin Grunwald, Director of Human Services
Date: July 28, 2008
Re: Assisted/Independent Living Project

Subject Matter/Background

As discussed at the Town Council meeting on June 23, 2008, the Advisory Committee on Assisted/Independent Living has recommended Masonicare of Wallingford, Connecticut as a preferred developer to build and operate an Assisted/Independent Living facility in the Town of Mansfield. As previously stated, committee members feel that Masonicare is the best organization to work with the Town and University to resolve various implementation issues, particularly infrastructure, site selection, zoning and financing, which still must be resolved. Masonicare identifies itself as the state's leading provider of healthcare and retirement living communities for seniors. The proposal that they have submitted recommends "designing a senior community that provides the maximum flexibility in apartment unit design to enable individuals to remain at home longer by having additional support services available as needed." An Assisted Living Services Agency (ALSA) would be licensed through Masonicare VNA to provide licensed care to anyone needing it living in the community.

Financial Impact

As directed by the Town Council, the Town's role in this initiative is to serve as a "facilitator" to recruit a preferred developer to construct and operate an assisted/independent living facility in Mansfield. Going forward, I envision that we will continue to need to devote staff time to assist the Town Council and the preferred developer with moving this project forward.

Recommendation

At Monday's meeting, staff recommends that the Town Council meet with Masonicare's team and review any questions or concerns that you might have regarding their specific proposal or the project in general. If, and when you are prepared to make a selection, staff suggests that you adopt a specific resolution endorsing a preferred developer for this project. All indications are that there continues to be significant interest in the development of an independent/assisted living facility in Mansfield, and that such a facility would meet the needs of a number of our residents who wish to continue to stay in this community as their needs for assistance increase. The committee believes that we have selected a developer who is well-positioned to meet those needs.

Attachments

- 1) Report from the Assisted/Independent Living Advisory Committee to Town Council (previously distributed)

Memorandum

To: Mansfield Town Council
From: Assisted/Independent Living Advisory Committee
Date: 7/24/2008
Re: Recommendation of a Preferred Developer

Background:

In 2005 the Town of Mansfield contracted with Brecht Associates Inc. to conduct a market study to evaluate the potential for developing various types of senior housing communities in the Town. That study indicated that based on qualitative interviews, site analysis, and results of the demand analyses for active adult, independent and assisted living, the conditions are favorable for the development of such projects.

On February 12 of 2007 the Mansfield Town Council passed a resolution in which they indicated their interest in recruiting and selecting a qualified developer to construct and operate an independent/assisted living facility within the Town of Mansfield. The resolution provided for the formation of an advisory committee to release an RFQ, develop a "short list" of developers, develop and release an RFP, and to refer a qualified developer to the Town Council who will select a preferred developer for the project.

Process:

This advisory committee began meeting regularly in March of 2007, and conducted an extensive review of national and regional developers of senior residences. As a result of that research a Request for Qualifications (RFQ) was released in June of 2007, and qualifications were received from the following developers: Benchmark/Hawthorne Partners, the Long Hill Company, and Masonicare. Each of these developers was asked to make a presentation to the committee, and a representative group of committee members visited facilities that they currently owned and operated. Subsequently a Request for Proposal (RFP) was released to those three developers in March of 2008, and proposals were received from Long Hill Associates and Masonicare. These two developers were then given an opportunity to make a presentation to the committee and to respond to specific questions generated by their proposals. The presentations were held on May 1, and

the committee has since met to review these presentations and to formulate a recommendation to the Town Council.

Proposed Developers:

The Long Hill Company

The Long Hill Company (TLHC) is a wholly-owned, for-profit subsidiary of United Methodist Homes (UMH), a 501(c)(3) not-for-profit organization based in Shelton, CT. Chartered in 1874, UMH owns and operates facilities that collectively provide a full spectrum of senior services to approximately 2700 residents. TLHC provides management, consulting, and development services to the Senior Living Industry. In addition to these services, TLHC has entered into strategic alliances and joint venture operations with other organizations. They have paired with hospital systems, home health agencies, proprietary health care providers, community organizations, housing providers and other operators of long term care facilities in connection with both turn-around and start-up projects.

Long Hill has recently adopted a model of care at their facilities called "Planetree." According to their website, "Planetree Continuing Care supports the relationships that sustain a healthy and meaningful life for residents and their caregivers. A Planetree community nurtures the body, mind and spirit of all of its members. A Planetree community offers a range of options to support an individual's autonomy, lifestyle, and interests. There are opportunities for personal growth, self-expression, and spiritual fulfillment. Wellness programs include exercise, stress management and a variety of healing modalities that are responsive to individual interests."

To quote from Long Hill's proposal, "The Long Hill Company (THLC) envisions a residential community that is fully integrated into the Mansfield/UConn community at large. The community will provide a fulfilling lifestyle for its residents through its interactions with the University, our staff, other residents and their families. The community will focus on the Planetree Continuing Care Philosophy of creating relationship-centered caring environments. Sponsorship of the project will be through THLC's parent organization United Methodist Homes, a Connecticut-based not-for-profit. Our plan involves assuming the roles of the developer, owner and operator of the community."

"The focus of the community will be on individuals between the ages of 75 and 100 years requiring or desiring some assistance with chores or the activities of daily living. Programs will be incorporated that will interest and engage the residents. Program development will begin with market research within the greater Mansfield senior provider network. This network consists of medical practitioners, healthcare providers, social service providers, senior service agencies and local municipalities."

Masonicare

Masonicare of Wallingford, Connecticut, identifies itself as the state's leading provider of healthcare and retirement living communities for seniors. Masonicare's roots date back to 1750, when Connecticut's first Masonic Lodge was chartered. In 1889 Connecticut Masons began a charitable fund that became The Masonic Charity Foundation of Connecticut. In 1895 they dedicated an 88-acre homestead in Wallingford as The Masonic Home. At its inception, The Home's mission was to care for the elderly and orphans with Masonic connections. During the ensuing years Masonicare grew exponentially and greatly expanded its healthcare services and retirement living options. The organization is now open to all - not just Masons. They state that, "At Masonicare, we believe in caring for the whole person - mind, body and spirit. We're dedicated to continuing the "ageless commitment to caring" that has been the cornerstone of our organization for more than 100 years."

As the result of a recent planning process, Masonicare has identified a series of strategic initiatives that will "create a well-coordinated fully integrated continuum approach to senior care that provides a range of choices to seniors. The strategic goal of this new model is to keep people independent in the community longer by reducing their need for skilled nursing facilities." The proposal that they have submitted integrates these strategic initiatives by "designing a senior community that provides the maximum flexibility in apartment unit design to enable individuals to remain at home longer by having additional support services available as needed. An Assisted Living Services Agency (ALSA) would be licensed through Masonicare VNA to provide licensed care to anyone needing it living in the community. Masonicare at Home would provide non-licensed care, such as homemaker services, to anyone needing it living in the retirement community. Masonicare's philosophy is to provide a full continuum of care for the seniors it serves." To that end, they have had preliminary discussions to collaborate with the New Samaritan Corporation's Mansfield Center for Nursing and Rehabilitation if they are selected to build this facility. This collaboration would provide Masonicare with the ability to create a "mini-continuum" of care that would include direct access to skilled nursing facility services for residents.

Recommendation:

The majority of the committee has agreed to recommend Masonicare as the preferred developer of an Independent/Assisted Living facility in the Town of Mansfield. This was not a unanimous recommendation, but there was consensus that either developer would be capable of building a quality facility. The feeling of the majority of the committee members was that Masonicare is the better organization to work with the Town and University to resolve various implementation issues, particularly infrastructure, site selection, zoning and financing, that still must be resolved. This opinion is based on Masonicare's record

of success in Connecticut, their fiscal strength and their clear and strong commitment to this project and northeast Connecticut. Other positives are their interest in addressing multiple elements of the retirement/over 55 market and not just frail elderly and their initiative to work closely with Mansfield's Center for Nursing and Rehabilitation to develop a full continuum of services. We also expect that their broader focus will be considered an asset by the University of Connecticut and faculty union, who we anticipate will be key stakeholders in this project.

Committee members did have some concern about Masonicare's pricing models, but expect that the planned market research will result in multiple rental and purchase options that are economically feasible in our local market. Some concerns were also raised regarding the impact that Masonicare would have on other service providers who are already operating in this community.

In reviewing these two proposals, members of the committee were impressed with Long Hill's "relationship-centered" Planetree approach, their quality staffing and their Middlewoods of Farmington facility. Members were less impressed with their conservative market orientation and apparent lack of interest in longer term market needs for our increasingly aging population. Long Hill's focus is on a 70 unit facility, and they seem to be somewhat hesitant about the market potential in this area and some issues related to site selection. Masonicare's focus is oriented toward meeting both short term and longer term needs, which will ultimately support and enhance the infrastructure of senior services currently available in Mansfield. The Brecht analysis did anticipate a slowly growing market which will need to be addressed. The committee's vision is that Mansfield will become increasingly popular as a retirement location, as noted in a recent issue of Connecticut Magazine, and that the market will likely strengthen over time, particularly if there is a strong provider present.

Next Steps:

The members of this committee encourage the Town Council to meet with us to discuss these recommendations, to review these proposals (copies included), and to meet with one or both of the developers. The issue of an assisted living facility in Mansfield has been discussed for many years, and we believe that this is an opportune time for the Council to assume an active leadership role on this issue, engage the university in supporting this initiative, and to facilitate a process that will enable a motivated developer to bring this project to fruition. We appreciate the opportunity to have served in this advisory capacity, and look forward to working closely with you on making this a reality for our senior residents.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager
Date: July 28, 2008
Re: Community/Campus Relations

Subject Matter/Background

I wish to report on a few items of interest for the Town Council:

- Preparations for next academic year – staff is busy preparing for the return of the students next month. Among other activities, we are conducting refresher training on the enforcement of town ordinances and are meeting with landlords to discuss plans to respond to large parties and problem tenant behavior. In addition, we are scheduling community visits to meet and greet students living off-campus, with a goal to educate students regarding the importance of living as responsible members of the community and to remind them of the ramifications of irresponsible behavior.
- Committee on Community Quality of Life – at the last meeting, the Town Council adopted resolutions to re-establish this committee, with a membership to be comprised of four council members, one representative from the Planning and Zoning Commission, one representative from the University of Connecticut, and three other citizens. I suggest that the Committee on Committees develop for the Council's consideration a recommended slate of nominees for appointment to the ad hoc committee.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Dennis O'Brien, Town Attorney
Date: July 28, 2008
Re: Appointment of Special Legal Counsel

Subject Matter/Background

At the June 23, 2008 meeting, a question was raised regarding the appointment of special legal counsel, particularly counsel we have retained to assist with the Storrs Center project and a potential agreement between the town and the developer of that project. Section 305(C) of the Town Charter provides that "If in special circumstances the Council deems it advisable, it may provide for the temporary employment of counsel other than the Town Attorney."

Most of the Town's legal matters are handled by the Town Attorney. There are two very specialized areas of law in which matters are regularly handled by special outside counsel in most municipalities, i.e., labor law and bonding, and Mansfield is no exception. Also, legal matters sometimes arise where the staff and Town Attorney agree that there is a need for outside counsel. Current examples include real estate law as it relates to the afore-mentioned Storrs Center project and the Town's legal dispute with the Town of Windham sewer authority. In addition, planning and zoning has occasionally retained special counsel to assist with specialized land use matters.

The language in section 305(C) is somewhat ambiguous, as the Council arguably could and has "provide(d) for" special counsel through any number of means, including via the budget, by resolution or through some other direction to staff. For example, bond counsel is appointed by specific resolution. As another example, during the adoption of the FY 2008/09 budget, the Council specifically provided \$50,000 for professional and technical expenses related to the Storrs Center project, including the use of legal counsel.

Recommendation

Neither the Town Attorney nor I believe that the past practice for the appointment of special counsel has been inconsistent with section 305(C) of the Charter, but it is fair to assume that the Council has customarily deferred the appointment of special legal counsel to staff. Our objective is to make sure that we satisfy the letter and spirit of the Charter, and that the Council is comfortable with the appointment process for special legal counsel. If the Town Council wishes to establish a more consistent practice to address this issue going forward, I would suggest that you provide for special counsel via the budget, or by resolution at the recommendation of staff and the Town Attorney.

I will miss Monday's meeting but would be happy to discuss this issue in more detail on August 11th.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to the Town Manager; John Jackman, Director of Emergency Management
Date: July 28, 2008
Re: Memorandum of Agreement between the State of Connecticut and the Town of Mansfield for FY 2007 State Homeland Security Grant Funds and Blanket Authorizing Resolution

Subject Matter/Background

In coordination and cooperation with Region IV of the Connecticut Department of Emergency Management and Homeland Security (DEMHS), the Town has been actively participating with other municipalities as members of the Regional Emergency Planning Team (REPT) and the REPT Steering Committee. The REPT is a multi-discipline/multi-jurisdiction group that has been charged with developing regional plans and resource coordination.

As a participant in Region IV activities, Mansfield has agreed to designate the state to serve as its agent to administer federal homeland security funding for regional projects. The U.S. Department of Homeland Security has awarded DEMHS funding under the FY 2007 State Homeland Security Grant Program. Under this grant program, DEMHS retains local funding to administer on behalf of its member municipalities the following regional set-aside projects:

- Expanded Regional Collaboration – this regional planning effort is responsible for developing plans to respond to all hazards and to develop mitigation initiatives. This initiative also develops regional priorities for spending to improve the region's ability to respond to emergencies and disasters.
- Connecticut Intelligence/Fusion Center – this program exists as an intelligence sharing workgroup, primarily comprised of the Federal Bureau of Investigation (FBI), and police, fire and emergency management agencies. As an example of its activities, the center provides and staffs the virtual command post that we employ during UConn Spring Weekend.
- Chemical, Biological, Radiological, Nuclear and Explosive Events (CBRNE) Preparedness – this initiative is designed to assist agencies with preparing a response and mitigation activities related to chemical, biological, radiological, nuclear and explosive events.

- Interstate Coordination Plan and the Statewide Communications Interoperable Plan – these plans are designed to enable state-to-state coordination and planning to facilitate resource sharing, and to develop a communications system to enable all responders to effectively communicate at the command and control, and tactical levels.

In order to comply with the federal requirements a Memorandum of Agreement (MOA) must be executed between the State of Connecticut and the Town of Mansfield. The purpose of the MOA is to authorize the State of Connecticut (DEMHS) to act as an agent for the Town of Mansfield and allow the state to retain and administer grant funds for the above-referenced set-aside projects.

Financial Impact

The federal funding provides the state and DEMHS with \$10.4 million for statewide communication programs and \$2.5 million to support regional planning efforts. Approximately \$1 million has also been allocated for Region IV activities specifically. This grant does not include a local match, and all administrative costs will be absorbed by the state and will not be charged against the Town.

Recommendation

Staff recommends that the Council authorize the Town Manager to execute the MOA as presented. This funding will assist the Region IV (with the Town as a participant) with emergency operations, equipment, training, and planning needs.

If the Town Council supports this recommendation, the following resolutions are in order. (The language of the resolutions is prescribed by the state.)

Resolution No. 1

RESOLVED, that the Town of Mansfield may enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Matthew W. Hart, as Town Manager of Mansfield Connecticut, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Mansfield and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

Resolution No. 2

RESOLVED, to authorize the Town Manager to execute the attached Memorandum of Agreement between the State of Connecticut and the Town of Mansfield for federal fiscal year 2007 State Homeland Security Grant Funds, and to approve the Authorizing resolution.

Attachments

- 1) Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT,
DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY
AND
THE TOWN OF MANSFIELD, LOCATED IN DEMHS REGION 4,
REGARDING STATE USE OF FUNDING GRANTED BY
THE DEPARTMENT OF HOMELAND SECURITY**

WHEREAS, The State of Connecticut's Department of Emergency Management & Homeland Security (DEMHS) is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for:

- (1) Federal Fiscal Year 2007 State Homeland Security Grant Program (SHSGP), Grant Number 2007-GE-T7-0025, composed of the following programs: Law Enforcement Terrorism Prevention Program (LETPP); Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP); and
- (2) Federal Fiscal Year 2007 Public Safety Interoperable Communications (PSIC) Grant Program, Grant Number 2007-GS-H7-0033; and

WHEREAS, The Emergency Management and Homeland Security Coordinating Council has approved the allocation formula for grant funds available under such programs as the SHSGP, LETPP, MMRS, CCP, and PSIC Grants; and

WHEREAS, The State of Connecticut's DEMHS is retaining pass-through funds from SHSGP Grant Number 2007-GE-T7-0025 in the total amount of \$2,541,251, on behalf of local units of government, for the following four regional set-aside projects designed to benefit the state's municipalities:

1. Expanded Regional Collaboration
2. Connecticut Intelligence/Fusion Center
3. Natural Disaster and CBRNE Preparedness
4. Interstate Coordination Plan; and

WHEREAS, DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4, including the Town of Mansfield – has created, and established bylaws for, the Region 4 Regional Emergency Planning Team (REPT), a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4; and

WHEREAS, the Town of Mansfield is eligible to participate in those Federal Fiscal Year 2007 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$1,082,326, which will be made available to the jurisdictions in the region in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA; and

WHEREAS, the State of Connecticut's DEMHS is retaining pass through funds (\$10,400,000) provided through the 2007 PSIC Grant in accordance with the Statewide Communications Interoperability Plan (SCIP) that was developed with significant local input and approved by the Statewide Interoperable Communications Executive Committee and the Emergency Management and Homeland Security Coordinating

Council (EMHSCC), said pass through funds to be applied to the following projects that benefit local government:

1. Interconnectivity of Public Safety Answering Points and Communications Systems;
2. Enhancement and Integration of First Responder Practitioner Mobile Field Communications Through Equipment, Training and Coordination;
3. Enhancement and Migration of Regional Communications Systems to 700MHz, while maintaining current capabilities; and

WHEREAS, DEMHS agrees to serve as administrative agent for the 2007 PSIC Grant pass through funds;

NOW THEREFORE, The SAA and the Town of Mansfield enter into this Memorandum of Agreement (MOA) authorizing the SAA to act as the agent of the Town of Mansfield and allowing the SAA to retain and administer grant funds provided under Grant Number 2007-GE-T7-0025 for the four regional set-aside projects listed above and Grant Number 2007-GS-H7-0033 for the PSIC Grant Program projects.

1. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

2. Authority to Enter Agreement.

The SAA is authorized to enter into this Agreement through the Commissioner of the Department of Emergency Management & Homeland Security pursuant to the authority provided under Connecticut General Statutes §4-8 and Title 28. The Town of Mansfield is authorized to enter into this agreement through its Town Manager, authorized pursuant to the attached [original or certified copy of resolution, ordinance, or charter provision].

3. Duration of Agreement.

This MOA, as modified with the consent of both parties, remains in full force and effect until the end of the latest grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving the Town of Mansfield written notice of such intention at least thirty (30) days in advance. The SAA reserves the right to cancel the MOA without prior written notice when the funding for the grant is no longer available.

4. SAA and Town of Mansfield Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$2,541,251 in furtherance of the four regional set-aside projects listed above. The SAA also agrees to administer PSIC Grant Number 2007-GS-H7-0033 for federal Fiscal Year 2007.

The Town of Mansfield agrees to allow the SAA to provide financial and programmatic oversight of the \$2,541,251 for the purpose of supporting the allocations and uses of funds under Grant Number 2007-GE-T7-0025 consistent with the 2007 State Homeland Security Strategy that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council. The Town of Mansfield agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the four regional set-aside projects listed above.

The Town of Mansfield also agrees to allow the Windham Regional Council of Governments (WINCOG) to provide financial and programmatic oversight of the federal Fiscal Year 2007 regional allocation not included in the four regional set-aside projects in the amount of \$1,082,326, targeted to member municipalities in DEMHS Region 4 and administered through the Regional Emergency Planning Team (REPT) in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the REPT and implemented by DEMHS.

The Town of Mansfield also agrees to allow the SAA to provide financial and programmatic oversight of the \$10,400,000, for the purpose of supporting the allocations and uses of funds under PSIC Grant Number 2007-GS-H7-0033 consistent with the Statewide Communications Interoperability Plan (SCIP) that was developed with significant local input and approved by the Statewide Interoperable Communications Executive Committee and the Emergency Management and Homeland Security Coordinating Council (EMHSCC). The Town of Mansfield agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the three interoperable projects listed above.

5. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

6. Litigation.

The Town of Mansfield agrees that the sole and exclusive means for the presentation of any claim against the SAA arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Town of Mansfield further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

7. Audit Compliance.

If the Town of Mansfield, through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then the Town must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. The Town of Mansfield agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

8. Lobbying, Debarment, and Suspension.

The Town of Mansfield commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

9. State Liability.

The State of Connecticut assumes no liability for payment under the terms of this MOA until the Town of Mansfield, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by the Department of Emergency Management & Homeland Security and by any other applicable state agency.

10. Points of Contact.

The point of contact for the SAA is:

Elizabeth Graham, Manager
Strategic Planning and Grant Administration
25 Sigourney Street
Hartford, CT 06106
Phone: 860-256-0910
Fax: 860-256-0915
E-mail: libby.graham@ct.gov

The point of contact for the Town of Mansfield is:

Mr. John Jackman
4 South Eagleville Road
Mansfield, CT 06268
Phone: 860-429-3328
Fax: 860-429-3388
E-mail: jackmanje@mansfieldct.org

11. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or the Town of Mansfield. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF MANSFIELD

By: _____ Date: _____
Mathew W. Hart
Town Manager
Duly Authorized per attached Resolution

THE DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: _____ Date: _____
James M. Thomas,
Commissioner of Emergency Management & Homeland Security
Duly Authorized



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to the Town Manager; John Jackman, Emergency Management Director
Date: July 28, 2008
Re: Emergency Management Performance Grant

Subject Matter/Background

As you may recall, the Town of Mansfield has participated in the FEMA (Federal Emergency Management Agency) SLA (State and Local Assistance) grant program since the early 1980's. The purpose of the SLA grant program is to offset some of the administrative costs of providing a comprehensive municipal emergency management program and to provide a financial incentive for municipalities to follow state and federal program guidance. In order to receive the grant funding, the Town is required to execute the attached Acceptance of EMPG Program Conditions of Eligibility.

In 2007 the SLA grant program was revised and renamed the Emergency Management Performance Grant (EMPG). New to the grant requirements are specific performance requirements (tasks), which the Town of Mansfield has historically accomplished and/or exceeded the basic requirements. In addition, the grant program requires a municipal resolution to authorize the Town of Mansfield to accept the grant award. (Please note that for purposes of the authorizing resolution, the state refers to the Acceptance of EMPG Program Conditions of Eligibility as a Memorandum of Understanding.)

Financial Impact

This grant provides approximately \$6,000-7,000 in revenue to be applied towards administrative and personnel expenditures. The revenue and expenditures associated with this grant have been included in the Office of Emergency Management FY 2008/09 budget and no additional appropriations are required.

Recommendation

For the reasons referenced above, staff recommends that the Town Council authorize the Town Manager to execute the Memorandum of Understanding (Acceptance of EMPG Program Conditions of Eligibility) in order to receive the grant funding available under the EMPG program. Staff will be available during the Town Council meeting to address any questions the Council may have.

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

Resolved, That the Town Manager, Matthew W. Hart, is hereby authorized to act on the behalf of the Town of Mansfield in executing a Memorandum of Understanding with the State of Connecticut, Department of Emergency Management and Homeland Security, for participation in the FY 2008 Emergency Management Performance Grant program.

Attachments

- 1) Memorandum of Understanding (Acceptance of EMPG Program Conditions of Eligibility)



EMPG STATE AND LOCAL ASSISTANCE (SLA) PROGRAM

ACCEPTANCE OF EMPG PROGRAM CONDITIONS OF ELIGIBILITY & BUDGET ESTIMATE FOR FFY 2008 (10/1/07 – 9/30/08)

The Town of Mansfield accepts these conditions of eligibility to apply for Emergency Management Performance Grant (EMPG) program funding support for Federal Fiscal Year (FFY) 2008 which begins on October 1st, 2007. (See DEMHS Advisory Bulletin 60-1 Revised on 8/24/07 for additional guidance).

1. The receipt of EMPG funding brings with it a commitment on the part of the municipality to increase operational capability through the funding of personnel and administrative expenses.
2. The municipality will keep records of expenditures in accordance with the State Single Audit Act and will make records available to representatives of the Federal Emergency Management Agency (FEMA) and the Department of Emergency Management and Homeland Security (DEMHS) during regular business hours. All Federal Emergency Management Agency EMPG guidelines also shall apply.
3. Any individual whose salary is paid on a part-time or full-time basis under the EMPG program will be placed under the merit system personnel procedures promulgated by and meeting the standards of the State Office of Policy and Management.
4. The Connecticut Loyalty Oath for Civil Preparedness (C.G.S. Section 28-12) will be taken annually by all local personnel orally before a local civil preparedness officer or officers (emergency management director) empowered by the DEMHS Commissioner. The oath must also be taken orally by all volunteers entering on-duty with DEMHS, regardless of whether or not they are being reimbursed from EMPG funds.
5. Acceptance of an award under this program constitutes a legally binding agreement to comply with all relevant and applicable Federal and State regulations and conditions.
6. The municipality will submit promptly to the DEMHS excerpts of all audit reports prepared in accordance with the Single Audit Act (P.L. 98-502) and/or State statute, sufficient to identify the jurisdiction, the auditor(s) and the period audited, to include all references to funds received from DEMHS or the Federal Emergency Management Agency.

Signature of Chief Executive Officer indicates acceptance of these six conditions.

Signed: _____

Typed Name: Mathew W. Hart

Date: _____

Title: Town Manager

Acknowledged By: _____

Emergency Management Director

Date: _____

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Jeffrey Smith, Director of Finance; Cherie Trahan, Controller/Treasurer; Fred Baruzzi, Superintendent of Schools
Date: July 28, 2008
Re: FY 2008/09 Budget Transfers

Subject Matter and Background

As you are aware, the Director of Finance advised the Council at their meeting on June 12, 2008 that our revenue budget estimates for FY 2008/09 were \$250,000 below where they were when the budget was put together this past winter.

In order to ensure that we do not spend more than we raise, I have directed the Department Heads to prepare a list of potential budget reductions for my use. I have also verbally notified the Superintendent of Schools that it was my intention to recommend to the Council that the MBOE school budget be reduced by \$155,825. The Town's share of the \$250,000 reduction would be \$94,175. The numbers approximate the proportionate share of each entity to the total budget.

These cuts will mean service reductions for both the Town and the schools, but these are extraordinary times and we cannot fail to take decisive action to maintain the Town's fiscal health.

Financial

In order to implement the savings necessary to balance the 2008/09 budget, the following budget transfers are recommended:

<u>Expenditure Budget</u>	<u>Adopted</u>	<u>Transfers</u>	<u>Amended</u>
Government Operations	\$ 2,318,080	(23,425)	\$ 2,294,655
Public Safety	2,759,840	(28,000)	2,731,840
Public Works	1,944,280	(17,390)	1,926,890
Community Services	1,567,200	(21,810)	1,545,390
Community Development	548,810	-0-	548,810
Mansfield Board of Education	20,930,800	(155,825)	20,774,975
BOE Contingency	-0-	155,825	155,825
Town-Wide Expenditures	2,507,270	(3,550)	2,503,720
Town Contingency	49,500	94,175	143,675
Other Financing Uses	954,660	-0-	954,660
Total Town of Mansfield	\$33,580,440	-0-	\$33,580,440

The attached spreadsheet provides additional detail regarding the proposed transfers. You will note that we are not proposing that the Town Council reduce the adopted budget by \$250,000. Instead, we are recommending that \$250,000 from the above noted accounts be transferred to contingency with the understanding that this money will not be spent. Please also note that we have already implemented the reductions and adjustments to personnel.

Moving forward during the fiscal year, other spending reductions may be necessary. As always, we will keep the Finance Committee and the Council apprised of our financial position.

Recommendation

At its meeting on July 14, 2008, the Finance Committee reviewed the proposed transfers in close detail, and voted to recommend the proposed transfers for approval.

If the Town Council wishes to endorse the Manager's budget recommendations, the following resolution is in order:

Resolved, effective July 14, 2008, the budget transfers as herein presented are adopted.

Attachments

1) General Fund Reductions

Town of Mansfield
General Fund Reductions
FY 2008/09 Budget

Gov. Function	Department	Description	Amount
Gov't Operations	Finance	Reduce Full-time Finance Clerk to Part-time	\$ (15,000)
	Legislative	Eliminate Metro Hartford Alliance membership	(2,425)
	Mun. Mgmt.	Eliminate Graduate student intern position	(6,000)
	Sub-total Gov't. Operations		(23,425)
Public Safety	Fire & Emerg	Reduce part-time salaries by 3%	(10,000)
	Fire & Emerg	Reduce overtime salaries by 3%	(18,000)
	Sub-total Public Safety		(28,000)
Public Works	Public Works	Part-time Receptionist at garage filled with existing staff	(17,390)
	Sub-total Public Works		(17,390)
Comm. Services	Hum. Services	Layoff Part-time Admin Assistant at Senior Center	(19,770)
	Hum. Services	Cover above position with existing staff from Comm. Ctr.	24,710
	Hum. Services	Disabled Transport Grant expenditure reduction	(3,000)
	Hum. Services	Underage Drinking Grant expenditure reduction	(8,750)
	Library	Reduce book budget/travel & conferences by 3%	(15,000)
	Sub-total Community Services		(21,810)
Town-wide	Insurance	Eliminate insurance advisor	(3,550)
	Sub-total Town-wide		(3,550)
Board of Ed	Education	To be determined by the Mansfield Board of Education	(155,825)
	Sub-total Education		(155,825)
TOTAL TOWN OF MANSFIELD			\$ (250,000)

**PAGE
BREAK**



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager; Mary Stanton, Town Clerk
Date: July 28, 2008
Re: Town Council Rules of Procedure

Subject Matter/Background

Attached please find the revised draft Town Council Rules of Procedure, as prepared by the Personnel Committee. The Committee prepared this draft after much discussion and benchmarking of other communities. Where appropriate, the Rules of Procedure have taken the Town Charter and Roberts Rules into consideration. Procedural matters not covered by the Town Charter or these Rules of Procedure will be determined by the Mayor, or by the Deputy Mayor in the absence of the Mayor, in accordance with "Robert's Rules of Order, Newly Revised."

The Rules should be re-visited and adopted by each newly elected Town Council.

Recommendation

The Town Council may wish to take additional time to review and/or amend the proposed rules. However, if you are prepared to act on Monday evening, the following motion would be in order:

Move, to adopt the Town Council Rules of Procedure as presented by the Personnel Committee in its draft dated July 16, 2008, as the rules of procedure for the Mansfield Town Council, to be effective from the next meeting of the Town Council through November 16, 2009.

Attachments

- 1) Draft Town Council Rules of Procedure



TOWN OF MANSFIELD
TOWN COUNCIL RULES OF PROCEDURE
July 16, 2008
DRAFT

BE IT RESOLVED, that under the authority of Section C302 of the Town Charter, the Town Council of the Town of Mansfield does hereby establish its Rules of Procedure as follows. Procedural matters not covered by the Town Charter or these Rules of Procedure will be determined by the Mayor, or by the Deputy Mayor in the absence of the Mayor, in accordance with "Robert's Rules of Order, Newly Revised."

Rule 1 – Organizational Meeting

Each newly elected Council shall meet for organization at the next regular meeting of the Town Council following the municipal election. During this Organizational Meeting the Town Council shall elect, by a majority vote of all Council members, one of their number to serve as Mayor, who shall preside at Council meetings, and one of their number to serve as Deputy Mayor, who shall serve in the Mayor's temporary absence. If both are absent, the Council may designate from its membership a temporary presiding officer. At this Organizational Meeting, the Council shall also fix by Resolution the time and place of its regular meetings for the following calendar year, which meetings shall be held at least once a month as required by the Charter.

The appointment of a Town Attorney may also take place at this meeting, but said appointment shall take place no later than one month after the election of the Council.

Rule 2 –Meetings

- a) All meetings shall be held in compliance with the Connecticut Freedom of Information Act, Connecticut General Statutes sections 1-200, et seq.
- b) The presence of five members of the Council is necessary for a quorum. Each Council member is asked to notify the Mayor or the Town Manager as soon as possible if the member expects to be absent
- c) Special Meetings of the Town Council may be called by the Mayor, or on the written request of at least three members of the Council, filed with the offices of the Town Manager and Town Clerk not less than 36 hours (excluding Saturday, Sunday, legal holidays and any day on which the Office of the Town Clerk is officially closed) in advance of such meeting, which request must specify the date, time and business to be transacted at any such Special Meeting. The Town Clerk shall post a notice in the Office of the Town Clerk indicating the time, place and business to be transacted, and copies of this notice shall be served by mail or personally upon each Council member

and the Town Manager or left at their usual place of abode at least twenty-four (24) hours prior thereto. The notice shall be placed on the Town's website as soon as it is practicable.

- d) Emergency Special Meetings may be called by the Mayor or the Town Manager in case of an emergency with at least two hours notice given to Council members, without complying with the posting of notice requirement, but a copy of the minutes of every such Emergency Special Meeting shall be filed with the Town Clerk not later than 72 hours following the holding of such meeting in accordance with the Freedom of Information Act, C.G.S. section 1-225 (d).
- e) Joint meetings and hearings may be held with the governing bodies of other governmental entities or agencies and such joint regular or special meetings may be held in the jurisdiction of either body.
- f) The Town Clerk is the Clerk of the Council and shall, in accordance with the Connecticut Freedom of Information Act, keep for public inspection a journal of all its proceedings, including all roll call votes, which shall be the official record of Council proceedings. The journal shall be authenticated for each meeting by the signature of the Mayor or Deputy Mayor in the absence of the Mayor. Notes from the meeting indicating all actions shall be available to the public within 48 hours after the meeting and the minutes shall be available within 7 days of the meeting. Upon approval the minutes shall be posted on the web site in a timely manner.

Rule 3- Agenda of Council Meetings

- a) The Town Manager, in consultation with the Mayor, shall prepare the agenda
- b) Unless altered by a two-thirds vote of the Council, the regular order of business shall generally be as follows:
 - 1. Call to Order
 - 2. Roll Call
 - 3. Approval of Minutes
 - 4. Opportunity For Public to Address the Council
 - 5. Public Hearing (if scheduled)
 - 6. Town Manager's Report
 - 7. Old Business
 - 8. New Business
 - 9. Quarterly Reports
 - 10. Departmental and Committee Reports
 - 11. Reports of Council Committees
 - 12. Reports of Council Members
 - 13. Petitions, Request and Communications
 - 14. Opportunity For Public to Address the Council
 - 15. Future Agendas
 - 16. Executive Session (if scheduled)
 - 17. Adjournment
- c) Prior to or during the discussion on each item on the agenda the Mayor may call upon the Town Manager, designated staff or other appropriate person for the purpose of

background presentation of business to be discussed. Council members may address questions to these individuals.

- d) Unless extenuating circumstances occur, the agenda and all supporting material shall be delivered to the Council not later than the Friday preceding each regular meeting of the Council.
- e) Every effort will be made to ensure that copies of the agenda, minutes and related material distributed with the packet will be made available on the Town's website no later than noon on the Friday preceding each regular meeting of the Council.
- f) Recurring Old Business items shall have an end date to be determined by the Council.

Rule 4 – Public Participation

The Town Council welcomes comments from the public. On the agenda of each meeting of the Town Council, two periods shall be set aside and designated as "Opportunity for the Public to Address the Council," to allow members of the public to address the Council on any issue of importance to the Town. Citizen comments may be presented orally or in writing. Each speaker will be allowed one opportunity to speak for a maximum of five minutes in each session. Any citizen so speaking shall identify him/herself by name and address, and if the speaker is speaking for a group or organization, she/he may so state. Citizen comments will be accepted as presented. Council members are free to ask questions to clarify the intent of the citizens commenting. Citizens should not attempt to engage Council members, the Town Manager or Town staff in debate or line of questioning.

Rule 5 – Conduct

All meeting participants including Councilors, citizens and staff should not discuss personalities and will not be permitted to impugn the motive or integrity of any individual. All participants should address their remarks to the Mayor and maintain a courteous tone.

Rule 6- Introduction and Public Hearing of Ordinances

- a) Section C307 of the Charter of the Town of Mansfield provides that "All ordinances introduced by a member of the Council shall be in written form and shall be limited to one subject, which shall be clearly stated in the title." The Town Manager may introduce proposed ordinances also. A copy of any ordinance introduced by the Town Manager or a member of the Town Council shall be filed with the Town Clerk who shall follow the procedures for copying, distribution and notice of the proposed ordinance set forth in Town Charter section C307.
- b) Section C308 of the Town Charter requires that the Town Council shall hold at least one public hearing before any ordinance shall be passed. If the ordinance is on the Council's agenda for possible action, the Council may choose to vote on the proposed ordinance right after the public hearing is held. The Council may also hold more than one public hearing on a proposed ordinance prior to taking final action.

Rule 7- Motions

- a) When a motion is made and seconded it shall be stated by the Mayor or the Town Clerk, if requested. If the motion is made in writing, it shall be read aloud prior to being debated. The motion so made and seconded will be in possession of the Council and subject to amendments or withdrawal, except that the withdrawal cannot be made subsequent to a voted amendment without the consent of the Council.
- b) Motions shall be reduced to writing when requested by the Mayor or by a majority of the whole Council.
- c) When a motion is under debate, no further motion shall be received except to adjourn, to recess, to table, for the previous question, to limit or extend debate, to postpone to time certain, to refer to committee, to amend or to postpone indefinitely, which motions shall have precedence in the order indicated.
- d) Motions to adjourn, to lay upon the table and for the previous question shall be decided without debate.
- e) Motions to postpone to a definite time and to close debate at a specific time shall be decided without debate, except with respect to the time fixed, which shall be subject to amendment altering the time.
- f) Motions to refer, to postpone indefinitely or to amend shall be debatable, but only with respect to such a referral, postponement or amendment, and not with respect to the subject matter of the main motion.
- g) Any amendment must be germane to the motion.
- h) Motions to table, to postpone to time certain or to postpone indefinitely, once having been decided, shall not be reconsidered at the same meeting, whereas a motion to refer a matter to a committee can be reconsidered only at the meeting of the vote. Any other motion can be reconsidered only at the same of next succeeding meeting of the Council.
- i) Any motion to reconsider shall be in order only upon motion by a member participating in the prevailing vote of the original motion, and there shall be no reconsideration of the vote upon motion to adjourn, for the previous question or to reconsider.
- j) Any motion under debate, which consists of two or more independent propositions, may be divided by a majority vote of the whole Council.

Rule 8 - Debate

- a) During discussion or debate, no Councilor shall speak unless recognized by the Mayor.
- b) Councilors shall confine their remarks in debate to the pending question.
- c) Any Councilor who knows in advance of a meeting that he /she wishes to obtain certain data or have a question answered, or wishes specific figures or expenditures, or the like, should, insofar as possible, inform the Town Manager in writing of the nature and details

of the inquiry, so that the Town Manager will have the opportunity to have the answer available at such meeting.

- d) Any member who realizes or anticipates that he/she has or will have a conflict of interest with respect to a matter before the Council for consideration should announce his or her intention to abstain from voting on the matter as soon as the conflict becomes apparent, and should thereafter refrain from further discussion of or involvement in the matter.

Rule 9 – Standing Committees

- a) There shall be the following standing committees of the Council
 - Committee on Committees
 - Finance Committee
 - Personnel Committee
- b) The Council may create or dissolve committees of the Council by resolution.
- c) The Mayor shall appoint members of the Council to such committees and shall designate the chair of each. The Mayor may announce any adjustments in membership or chairmanship at a regular Council meeting with such changes to be effective at the next regular committee meeting.
- d) All Councilors shall be ex-officio members of the committees to which they are not assigned, but do not have the authority to make motions or to vote.

Rule 10 – Council Office Hours

One half hour prior to the second Council meeting of the month Council members will be available to hear from the public on any issue. Councilors shall volunteer to participate in the office hours on a rotating basis.

Rule 11 – Executive Session

Executive Sessions will be limited to those subjects allowed pursuant to the Freedom of Information Act. The reasons for such a session and persons to attend shall be publicly stated. A two-thirds vote of the members of the Council present and voting shall be necessary in order to go into Executive Session.

MINUTES

MANSFIELD PLANNING AND ZONING COMMISSION

Regular Meeting, Monday, July 7, 2008

Council Chambers, Audrey P. Beck Municipal Building

Members present: R. Favretti (Chairman), B. Gardner, J. Goodwin, R. Hall, K. Holt, P. Plante,
B. Pociask, B. Ryan
Members absent: P. Kochenburger
Alternates present: M. Beal
Alternates absent: G. Lewis, L. Lombard
Staff present: G. Padick (Director of Planning)

Chairman Favretti called the meeting to order at 8:16 p.m. and appointed alternate Beal to act.

Minutes:

6/16/08- Gardner MOVED, Pociask seconded, to approve the 6/16/08 minutes as written. MOTION PASSED UNANIMOUSLY.

Public Hearings:

11 lot Subdivision Application, Wormwood Hill and Knowlton Hill Rds, Green o/a, File #1269

Chairman Favretti opened the continued Public Hearing at 8:17 p.m. Members present were R. Favretti, B. Gardner, J. Goodwin, R. Hall, K. Holt, P. Plante, B. Pociask, B. Ryan and alternate Beal who was appointed to act. Padick listed the following communications received and distributed to all members of the Commission: a 7-1-08 memo from Gregory J. Padick, Director of Planning; a 6-26-08 memo from Grant Meitzler, Assistant Town Engineer; a copy of a model easement from CT Farmland Trust; and a revised set of plans dated 6-11-08.

Land surveyor Rob Hellstrom and attorney John McGrath represented the applicant. McGrath agreed to have the testimony from the IWA Public Hearing on this application entered into the record of the PZC Public Hearing. He submitted for the record a statement signed by Luann Brown, member of Wormwood Hill Estates, LLC stating that the LLC will convey to the Estate of Newton Green a portion of its property to be added to Lot 3 of the Green Subdivision.

Hellstrom discussed revisions that were made to the plans in response to staff comments. The applicant's family is in agreement with these staff comments.

Padick asked the applicant to discuss the conservation and agricultural easements and to elaborate on the agricultural easement that involves three lots.

Holt expressed concern for the stonewalls that will be disturbed to create a driveway on lot 3, and strongly feels that the stonewalls need to be preserved to keep the character of the land.

Hall noted that the PZC has routinely allowed applicants to make breaks in stonewalls with the condition that they use the stones on the site to enhance other parts of the wall.

Favretti noted no further questions or comments from the public or the commissioners, Holt MOVED, Hall seconded, to close the Public Hearing at 8:47 p.m. MOTION PASSED UNANIMOUSLY.

Special Permit- Gravel Permit Renewals:

- A. Steven Banis, Pleasant Valley Road, File #1164
- B. Edward Hall, Old Mansfield Hollow Road, File #910-2
- C. Karen Green, 1090 Stafford Road, File #1258

Chairman Favretti opened the continued Public Hearing at 8:48 p.m. Members present were R. Favretti, B. Gardner, J. Goodwin, R. Hall, K. Holt, P. Plante, B. Pociask, B. Ryan and alternate Beal who was appointed to act. Padick listed the following communications received and distributed to all members of the Commission: a 7-1-08 Letter from Edward Hall to Curt Hirsch, Zoning Agent; and a 7-2-08 memo from Curt Hirsch, Zoning Agent.

Favretti noted there were no questions or comments from the public, applicants or PZC members regarding items A and C.

Hirsch reviewed his memo and Hall's 7-1-08 letter. Hall stated that he is seeking relief from submitting a new site plan for this year because there has been very little activity, and he wants to discontinue the requirement to submit an annual ground-water monitoring report. Gardner questioned Hirsch if he had received the list of on-site equipment on the property. Hirsch noted that the list asked for is not in conjunction with the gravel permit and is not part of this Public Hearing.

Holt asked staff if the ground-water monitoring report is for the quality of the water or the depth of the water. She expressed concern with Hall's request to store top soil on his property as it becomes available, being concerned about the potential for contaminated soil coming to the site, which would be detrimental to water quality.

Hall questioned why the PZC is requiring ground-water monitoring reports at all, noting that he doesn't remember the PZC requiring them on other gravel permits. Plante noted that such a report is not required on the Karen Green gravel site, although it is close to the Willimantic River and top soil is stored on the site.

Favretti noted no further questions or comments from the public or the PZC. Pociask MOVED, Plante seconded, to close the Public Hearing at 9:04 p.m. MOTION PASSED UNANIMOUSLY.

Holt volunteered to work with staff to draft motions.

Old Business:

2. Resubdivision application, 9 Proposed lots off of Dodd Road (Quiet Meadow), L. LaGuardia o/a File #1108-2

Holt disqualified herself. Gardner MOVED, Beal seconded, to approve with conditions the nine-lot Quiet Meadow resubdivision on property owned by Lynne LaGuardia and located east of Dodd Road and west of Warrenville Road, in an RAR-90 zone, (file 1108-2) as submitted to the Commission and shown on plans dated 2/1/08 as revised to 5/1/08 and as presented at public hearings on 4/21/08 and 5/19/08. This approval is granted because the application as hereby approved is considered to be in compliance with the Mansfield Zoning and Subdivision Regulations. Approval is granted with the following modifications or conditions:

1. Final plans shall be signed and sealed by the responsible surveyor, engineer, soil scientist and landscape architect;
2. All conditions of the Inland Wetlands Agency's 6/16/08 license approval shall be met including confirmation that all State Department of Environmental Protection Agency permit requirements have been addressed and special provisions regarding open space, stormwater management, erosion and sedimentation control and wood turtle protection;
3. To address bonding and road completions issues, no lots within the Quiet Meadow subdivision shall be sold until all subdivision improvements (road surface, drainage, street trees, trail improvements, etc.) are either completed and accepted by the Town of Mansfield or fully bonded in the amount of \$412,000, with an appropriate signed agreement, approved by the PZC Chairman, with staff assistance. No Certificates of Compliance for new homes shall be issued until all roadway, drainage and other public improvements are completed and accepted by the Town. No site work shall begin until a cash site-development bond in the amount of \$41,200 (10% of the full cost of subdivision improvements) is

improvements are fully bonded or a cash site-development bond is accepted, final subdivision maps may be signed and filed on the Land Records, provided all other filing requirements are met. The precise wording of these conditions shall be noted on sheet 1 of the final plans;

4. To help ensure that proposed erosion and sediment control measures are appropriately installed and maintained, bi-weekly erosion and sedimentation monitoring reports shall be submitted to the Zoning Agent and Wetlands Agent until all road, drainage, trail work and other subdivider-required work is completed and disturbed areas are stabilized;
5. Pursuant to subdivision regulations provisions, particularly Sections 7.5 and 7.6, this action specifically approves the depicted building envelopes. Unless the Commission specifically authorizes revisions, the depicted building envelopes shall serve as the setback lines for all future structures and site improvements, pursuant to Article VIII of the Zoning Regulations. This condition shall be noted on the final plans and specifically Noticed on the Land Records;
6. The approved plans include a number of street trees to be planted and a number of specimen trees to be saved. No zoning permits shall be issued on lots with identified specimen trees to be saved until a protective barrier, acceptable to the Zoning Agent, has been placed around the subject trees;
7. Pursuant to the open space provisions of Section 13, this approval accepts the applicant's open space dedication proposals (land to be deeded to the Town and conservation easements), subject to confirmation that debris and parking area encroachments adjacent to land N/F of Staron (572 Storrs Road) have been eliminated and pursuant to IWA approval condition B, that hazardous conditions in the concrete remains of an old dam have been eliminated;
8. The plans shall be revised to incorporate underground utility service to all lots from existing CL&P Pole #3152. The submitted plans, which included an overhead utility line segment, is not considered appropriate based on the provisions of Section 11, which requires underground utilities unless waived. The applicant did not provide adequate justification to support a waiver pursuant to the approval criteria of Section 11.2;
9. The plans shall be revised as necessary to incorporate protective easements for any locations with archaeological significance, based on review comments from the State Archaeologist's office. The PZC Chairman, with staff assistance, is authorized to approve any necessary revisions and easements. During construction, any archaeological artifacts encountered shall be reviewed with the State Archaeologist's office;
10. Unless an extension is granted by the PZC, this approval shall expire on July 7, 2013;
11. The Planning and Zoning Commission, for good cause, shall have the right to declare this approval null and void if the following deadlines are not met (unless a ninety [90] or one hundred and eighty [180] day filing extension has been granted);
 - A. All final maps, including submittal in digital format, right-of-way deeds, open space deeds, drainage easements, a Notice on the Land Records to address condition 5 and conservation easements using the Town's model format for recording on the Land Records (with any associated mortgage releases) shall be submitted to the Planning Office no later than fifteen (15) days after the appeal period provided for in Section 8-8 of the State Statutes, or, in the case of any appeal, no later than fifteen (15) days of any judgment in favor of the applicant;
 - B. All monumentation (including delineation of open space areas and conservation easements areas with iron pins and the Town's official markers every 50 to 100 feet on perimeter trees or on cedar posts), with Surveyor's Certificate, and all required road, drainage, tree-planting and trail work shall be completed or bonded pursuant to the Commission's approval action and Section 14 of the Subdivision Regulations no later than fifteen (15) days after the appeal period provided for in Section 8-8 of the State Statutes, or in the case of an appeal, no later than fifteen (15) days of any judgment in favor of the applicant. MOTION PASSED with all in favor except Goodwin who was opposed and Holt who was disqualified.

4. Site Modification Request, Block Properties, LLC, Hanks Hill Park, Hanks Hill Rd, File #1272
Padick listed the following communications received and distributed to all members of the Commission: a 7-3-08 memo from J. Jackman, Fire Marshal; a 7-~~30~~⁸ memo from V. Walton, Recycling Coordinator with

Director of Planning; a 6-24-08 memo from G. Meitzler, Assistant Town Engineer; a 6-20-08 letter from M. Block with an undated set of plans.

Michael Block noted that he has no objections to comments made in any of the staff reports, and responded to the Fire Marshals comments in his 7-3-08 memo. Block indicated that due to physical constraints, he cannot increase the separation distances between each mobile home unit to 20 feet, but noted that they are slightly over 19 feet as planned.

Favretti noted no further questions or comments from the public or the PZC, Goodwin MOVED, Holt seconded, to authorize the PZC Chairman and Zoning Agent to approve the modification request of Michael Block for 7 replacement mobile home units, on full concrete pads or concrete runners, on property on Hanks Hill Road as described in application submissions and discussed at PZC meetings on June 16 and July 7, 2008. This authorization is subject to the following conditions:

1. All Inland Wetlands Agency license requirements, including a riprap outlet for the drainage swale, shall be met.
2. Submitted site plan #1, as modified by this action, shall be followed. All site improvements shall be completed before replacement units are occupied. The following revisions shall be incorporated on a final site plan:
 - a. The easterly parking area shall be widened to provide for 5 nine-foot-wide spaces.
 - b. The plan shall note that all parking spaces in paved areas shall be delineated with pavement markings.
 - c. Additional stacked parking spaces shall be provided adjacent to units 12, 14, 16 and 22. These stacked spaces shall be graded and surfaced to allow year-round use.
 - d. A waste and recycling area enclosure shall be relocated from Hanks Hill Road to location #1 as depicted on a 7/2/08 report from the Recycling Coordinator. The enclosure shall be sized to address the recommendations of the Recycling Coordinator.
3. All replacement units shall be limited to single-family occupancy as defined by Mansfield's Zoning Regulations. This requirement shall be referenced in tenant leases.
4. To help prevent traffic safety problems, tenants of replacement units shall be limited to 2 vehicles per unit. This restriction should be included in tenant leases.
5. Based on the provisions of Article X, Section F.2.c.4 and Article X, Section A.4, this action approves, subject to potentially increasing separation distances between units as noted below, the replacement unit locations depicted on site plan #1. The application has documented that the replacement units will have greater separation than previously existed. To the degree possible, without significant re-grading, unit 20 should be shifted easterly to increase the separating distance between units. The PZC Chairman, with staff assistance, shall determine compliance with this condition. MOTION PASSED UNANIMOUSLY.

1. **Zoning Agent's Report:**

Items A-C were noted. Hirsch discussed the DeBoer property as had been requested at the previous meeting by members. He stated that it is a well-documented, pre-existing, non-conforming use, to store work-required equipment. He added that no new activity is being conducted there. Members questioned the junk cars, busses, and non-work related equipment, and asked why these are allowed. Hirsch informed the Commission that he will investigate the site and these concerns and will report at the next meeting. Ryan asked Hirsch if the Hoot plans to paint the north side of the new building at the Sears/Staples Plaza, noting that the north side's appearance takes away from the improvements made to the front façade. Pociask questioned Hirsch on the limits of construction on the Paideia site as set by the Building Official. Hirsch stated he would look into this.

3. **Subdivision Application, Windwood Acres, Baxter Estates Section II, 6 lots off of Storrs Rd., Crossen., o/a File # 1229-2**

Members briefly discussed the IWA's denial. Hall volunteered to prepare a motion for the next meeting.

5. **PZC-Proposed revisions to the Zoning Map and Zoning Regulations, File #907-30**

Item was tabled

New Business:

1. **Town Council Referral: White Oak Condominiums, Proposed Sewage Disposal System on Town Land**

Item was tabled pending staff review and comment.

2. **New Special Permit Application, Single Family Residence with an Efficiency Unit, 648 Storrs Rd., J. Sabo o/a, File #1273**

Goodwin MOVED, Holt seconded, to receive the Special Permit application (File #1273) submitted by Jason Sabo, for a single family residence with an efficiency unit, on property located at 648 Storrs Road, owned by the applicant, as shown on plans dated July 2, 2008, and as described in other application submissions, and to refer said application to the staff for review and comments, and to set a Public Hearing for August 4, 2008. MOTION PASSED UNANIMOUSLY.

3. **New Subdivision Application, 3 proposed lots on Stafford Rd., Unistar Properties o/a. File #1274**

Goodwin MOVED, Holt seconded, to receive the Special Permit application (File #1273) submitted by Unistar Properties, for a 3-lot subdivision, on property located at Stafford and Browns Roads, owned by the applicant, as shown on the plans, and as described in other application submissions, and to refer said application to the staff, Opens Space Preservation Commission, Parks and Recreation Commission, and Mansfield Board of Education, for review and comments, and to set a Public Hearing for August 4, 2008. MOTION PASSED UNANIMOUSLY.

4. **New Modification Application, 476 Storrs Road, M. & M. Healey o/a. File #819**

Holt MOVED, Gardner seconded, that the PZC receive the application of Michael & Mary Healey for site modifications at 476 Storrs Road and refer the application to the staff for review and comment. MOTION PASSED UNANIMOUSLY.

Reports of Officers and Committees:

Favretti noted a 7/16/08 field trip at 1:00 p.m.

Communications and Bills:

Padick called particular attention to item #1, the 6/23/08 memo from the Town Manager. He stated that the Town Committee on Community Quality of Life is looking for volunteers and would like a PZC member on the Committee.

Adjournment:

Favretti declared the meeting adjourned at 9:44 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

MINUTES
Mansfield Inland Wetland Agency/Planning and Zoning Commission
Special Meeting – Field Trip
Wednesday, July 16, 2008

Members present: R. Favretti (Chairman), M. Beale, B. Ryan, L. Lombard, K. Holt
Others present: G. Meitzler, Wetlands Agent and Assistant Town Engineer (items 1,2,3 and 5), G. Padick, Director of Planning

The field trip began at 1:10 p.m.

1. WHITE OAK ROAD entry to Dunhamtown Forest.
Participants reviewed the site of a proposed White Oak Condominium septic system on Town land. Site characteristics were observed. No decisions were made.
2. UNISTAR PROPERTY, STAFFORD AND BROWNS ROADS
Participants were met by Attorney S. Schrager. The site of a 3-lot subdivision was observed from central areas of the site near depicted house locations on lots 1 and 2. Site characteristics, particularly the location and nature of two isolated wetland areas, were observed. No decisions were made. IWA file W1409; PZC file #1274
3. HEALEY PROPERTY, 476 STORRS ROAD
Participants were met by M. Healey and J. Kaufman (Parks Coordinator). Site characteristics were observed with respect to proposed driveway, parking and other site modifications. No decisions were made. PZC file #819
4. SABO PROPERTY, 648 STORRS ROAD
Participants observed the site and neighborhood of a proposed efficiency unit apartment. No decisions were made PZC file #1273.
5. LEWIS PROPERTY, 541-b, WARRENVILLE ROAD
Participants were met by Mr. Lewis. Proposed single-family house and associated site improvements were observed with respect to site characteristics, particularly wetland areas. No decisions were made. IWA file W1407

The field trip ended at approximately 3:00 p.m.

Respectfully submitted,

K. Holt, Secretary

To: Town Council/Planning & Zoning Commission
 From: Curt Hirsch, Zoning Agent
 Date: June 3, 2008

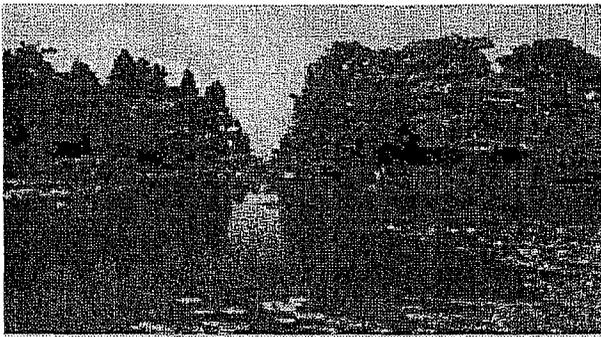
Re: *Monthly Report of Zoning Enforcement Activity*
For the month of June, 2008



Activity	This month	Last month	Same month last year	This fiscal year to date	Last fiscal year to date
Zoning Permits issued	12	20	18	183	199
Certificates of Compliance issued	18	11	16	194	211
Site inspections	35	36	67	732	781
Complaints received from the Public	8	10	4	41	58
Complaints requiring inspection	3	7	3	27	39
Potential/Actual violations found	1	4	2	39	99
Enforcement letters	8	5	9	149	128
Notices to issue ZBA forms	1	1	2	19	12
Notices of Zoning Violations issued	0	5	4	45	38
Zoning Citations issued	0	3	0	28	18

Zoning permits issued this month for single family homes = 0 multi-fm = 0
 2007/08 fiscal year total: s-fm = 15, multi-fm = 11

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CONNECTICUT CONFERENCE OF MUNICIPALITIES

900 CHAPEL STREET, 9th FLOOR, NEW HAVEN, CT 06510-2807 PHONE (203) 498-3000 • FAX (203) 562-6314

www.ccm-ct.org: Your source for local government management information on the Web

July 22, 2008, No. 08-02

DEP IMPAIRED WATERS LIST OPEN FOR PUBLIC COMMENT

The State of Connecticut Department of Environmental Protection (DEP) has made available the “draft” 2008 State of Connecticut Integrated Water Quality Report for public review and comment.

Section 305(b) of the Federal Clean Water Act (CWA) *requires each State to monitor, assess and report on the quality of its waters relative to designated uses established by the State's Water Quality Standards*. Section 303(d) of the CWA requires each state to list waters not meeting water quality standards and prioritize those waters for Total Maximum Daily Load development or other management. The report is in response to this requirement and includes DEP's findings and assessments and is submitted to the United States Environmental Protection Agency every two years.

How waterways are classified in this report can be important in obtaining funding and/or appropriate attention for them.

Interested persons may obtain copies of the “draft” Integrated Water Quality Report via the web at <http://www.ct.gov/dep/iwqqr> or hard copies can be requested by contacting DEP at (860) 424-3386.

Comments on the draft document must be received at the Department by August 18, 2008 and should be directed to:

→ Erik Bedan
Department of Environmental Protection
Bureau of Water Protection and Land Reuse, Planning and Standards Division
79 Elm Street
Hartford, CT 06106-5127
- or -
via email: erik.bedan@ct.gov

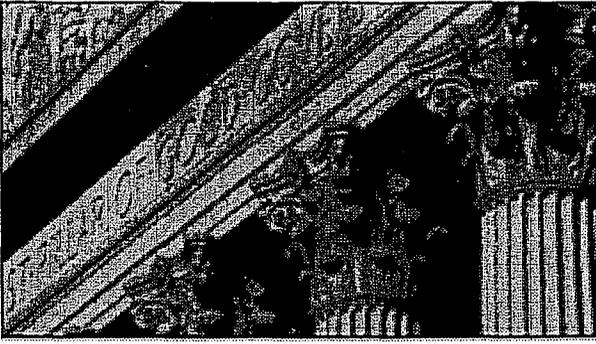
An informational meeting has been scheduled for July 28, 2008 for 1:00 pm in the Phoenix Auditorium located on the 5th floor of the DEP headquarters at 79 Elm Street in Hartford, Connecticut.

##

If you should have any questions regarding this bulletin, please contact Kachina Walsh-Weaver of CCM via email kweaver@ccm-ct.org - or- (203) 498-3026.

This bulletin has been sent to all CCM-members Mayors, First Selectmen, Town/City Managers, Local Inland Wetlands Commissions, and Local Planning & Zoning Commissions

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MUNICIPAL MANAGEMENT BULLETIN



Item #10

CONNECTICUT CONFERENCE OF MUNICIPALITIES

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Your source for local government management information on the Web is at www.ccm-ct.org

July 22, 2008, Number 08-12

Lincoln Bicentennial: February 12, 2009 Commemorate It In Your Community



February 12, 2009 is the bicentennial of Abraham Lincoln's birth. Governor Rell has issued a proclamation urging recognition of the contributions Abraham Lincoln made to the nation and encouraging people and groups across Connecticut to dedicate the period through February 12, 2010 to "preserve the legacy of our Sixteenth President and to discuss the 'unfinished work' of achieving for all Americans the ideals of freedom, equality and opportunity."

The State Department of Education will be working with a statewide committee to establish commemoration activities at the state level, and will be encouraging schools and towns and cities to develop programs about Lincoln's life and contributions.

Below are some suggestions for municipal celebrations:

- Public Reading of Gettysburg Address
- Library Campaign Promoting Books about Lincoln
- Plant a Tree Ceremony
- Read by Candlelight (save energy, stop watching TV)
- Chief Executive Grows a Lincoln Beard for Charity
- Story Telling (Lincoln was an expert story-teller and would tell stories, often humorously, in order to make a point. a possible source could be the shorter stories in Aesop's Fables.)

School Activities:

- Poster/Essay Contest for schools - Local Judges/Prizes. Possible topics are: "What Does Abraham Lincoln Mean to Me?" and "What is Abraham Lincoln's 'Unfinished Work?'"
- Lincoln Scholarship for Graduating Senior(s)
- Debate Club Reenactment of excerpts from the Lincoln-Douglas Debates
- Library or School Lectures on Lincoln
- Student Research Project/Video Presentation on Lincoln's Contributions to America

For more information:

- The National Abraham Lincoln Bicentennial Commission <http://www.lincolnbicentennial.gov/>
- Lincoln's Classroom <http://www.abrahamlincolnsclassroom.org/>

This bulletin has been sent to all CCM-member Mayors, First selectmen and Town/City Managers.

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Proper management ensures water supply ^{7/16}

By EDMUND J. SMITH

A recent editorial and commentary each used inaccurate information to question the feasibility of Mansfield Downtown Partnership's moving forward with Storrs Center. With the significance of this project to UConn and Mansfield residents, it is important we all deal with facts to help us make the right decisions.

The Chronicle's July 1 editorial "Searching for the fabled city of gold in Mansfield" claimed that the implementing agencies for the Windham Mills project and New London Development Project were both unsuccessful, which bodes ominously for the Mansfield Downtown Partnership.

Considering the Windham comparison, Mansfield conducts business differently. Having lived in Willimantic and serving for 10 years as a Windham water commissioner, I recall several instances of political meddling and interference.

Recently Windham's first selectman advised the police department to use poodles for police dogs and also publicly told the water commission how she wanted them to rule on a potential development project.

Mansfield's town manager form of government, and where elected officials do a better job letting the professionals do their jobs, necessarily affect more positive outcomes.

Concerning the New London Development Corp., *the Chronicle's* claim that the developer "folded its tent and skulked away into the night" is untrue. I went to see the neighborhood in question. The developer is still involved but no longer has exclusive development rights.

It is finishing up the Coast Guard Research and Development Center right now. The city has a wonderful new river walk for public

Community voices

recreation. Pfizer Global Research Center and Development facility anchors the area. About \$30 million dollars was spent on environmental remediation and the city now enjoys about \$15 million dollars worth of added infrastructure.

The Coast Guard Museum is awaiting one more hurdle before it can be built. New residential housing is being planned. It's no city of gold yet but it's a lot closer to meeting goals than the bankrupt and secretive Windham Mills is.

Secondly, activist David Morse's June 25th commentary "Partnering, boosterism different things" claimed there isn't enough water to go around. Thus the town and university are engaged in wishful thinking with their downtown project planning.

I don't agree. Many water company managers across the region are aware of the recent and drastic improvements made to the UConn water management and infrastructure. With Connecticut Water Co. oversight, major leaks have been plugged, wells have been and are continuing to be repaired, the water main from the Willimantic River well field has been enlarged, consumption is down significantly and there are new projects in the works that will lessen UConn's demand for water. So progressive has UConn been, it has earned recent commendations from the commissioners of the Department of Environmental Protection and the state Department of Health. Even former UConn gadfly Kurt Heidinger complimented them on their water conservation initiatives.

Morse also chided Mansfield town staff to "free themselves from their pattern of denial"

and take another look at the Milone and MacBroom report. I did. A graph shows that since baseline data began in 1989, UConn's population has been increasing, reaching its highest number as of 2007 (the last year with data) while at the same time water consumption demand has gone down. Most remarkable has been the drastic reduction in water demand from 2005 to 2007. I suspect per capita consumption will drop further when the 2008 data is compiled. In addition UConn just went half a year without pumping a drop of water from the Fenton River wellfields, all the while during low-water conditions in the region. With conservation measures in place the Willimantic River wellfields were enough to fulfill their needs. That speaks volumes.

But lastly, let me address the level of credibility that activist Morse brings to this discussion. When a scientist fabricates data or makes a conclusion far different than what the data suggests — the end of their career or damage to their reputation is in sight. Few get a second chance. Morse is not a scientist and as a freelance writer is able to play loose with the facts and still remain in business. He has done so to a significant degree over the years promoting his "anti-UConn bias" in two extensive pieces printed in a statewide publication, the editors of which issued several follow-up corrections for misrepresentations. I had met with those editors and was deeply disappointed that they did not correct other profound and glaring deficiencies in the stories. I trust *Chronicle* readers, getting a more balanced coverage, see Morse's word for what it is, a continuing and frankly tiresome effort to spin an urban myth concerning UConn's stewardship of the environment.

Smith, of Willimantic, was a member of the Windham Water Commission for 10 years.

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ECONOMY TO MAKE next budgets harder

Item #12

Budget season is over.

Halfway through the first month of the new fiscal year, voters in Andover and Windham finally approved their town budget plans last week.

Budget-making is never easy and the twin tides of a slowing economy and rapid inflation made the process especially difficult this year.

Unless the economy quickly turns around — an unlikely scenario — the next round of budget making could be even harder. With the state facing a potential revenue shortfall, the very real possibility of cuts in state aid to municipalities looms large, as does the shifting costs from the state to towns.

Some of the local budget fights this year were informed by local issues. The rising opposition to the Storrs Downtown project was an obvious driver in the close vote that approved Mansfield's budget.

But what is coming closer to the surface with each round of budget making is the growing discrepancy between compensation in the private and public sectors, especially in the area of fringe benefits such as health insurance, paid leave, pensions and job security.

It is a problem not only here in Connecticut but across the nation. Papers as diverse as the Houston Chronicle, the Lansing (Mich.) State Journal and the St. Paul Pioneer Press have recently published lists of public employees, their positions and their salaries.

The publication of the data has raised howls from public employee unions that decry it as an invasion of privacy. (An interesting side note: Editor & Publisher magazine reports some states post the information themselves on their web sites).

The Pioneer Press editor wrote of his paper's decision to publicize the information, saying it documented "some important and recent trends in public employee pay" that would be examined further.

Each budget season, local taxpayers are treated to a refrain of "most of the school budget is locked in by contractual increases." As the economy sours, the argument engenders anger more than empathy for school budgets because it puts the spotlight on the growing gap between public and private employees.

It is slowly dawning on the populace that those with less job security, lower pay and fewer benefits are being asked to support those who are better off.

So congratulations to those officials who worked so hard to achieve tenable budgets with minimal tax increases this year. And good luck to them, because next year is likely to be more stressful as the disparity between public and private employees continues to grow, with one receiving guaranteed contractual increases while the other sees shortened work weeks and less pay.

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Editorial

7/16

Track proposal on extravagant side

We know that the Region 19 Board of Education likes everything at E.O. Smith High School to be first class, but it may be pushing its luck in seeking an \$8.3 million upgrade to the school's track and ballfields.

Voters barely approved a budget for the town of Mansfield, which is the largest town contributing students to the district. And in years past, Willington and Ashford have often voted against the Region 19 budget, only to be outvoted by Mansfield voters.

Voters are living in a high state of anxiety, many wondering if they can keep up with the inflating price of food or even begin to cope with the drastic increases in the cost of electricity, home heating oil and gasoline. Many are also having trouble keeping up with their mortgage payments.

We don't think this is a good time to recommend an \$8.3 million upgrade to the school's sports complex, no matter how bad and crumbling the track may be, though we do give the board credit for recognizing that an adequate water supply is crucial to the plan.

This is an era of belt-tightening, not lavish expenditures.

And, as important as athletics are to students and their parents, the primary purpose of E.O. Smith is to provide them a quality education. That has to come first.

Part of that education can, and should be, how to live in difficult economic times.

Not only is the board of education apparently oblivious to the fiscal constraints facing residents who send children to the school, it is also setting a poor example for the students by not providing fiscal leadership in a time of crisis.

We recommend the board scale back its plans unless it wants to see them go down in defeat at the polls.

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Editor:

The July 7 *Chronicle* report — on page 3, not page 1 — that Mansfield's town manager has recommended yet another developer to the council. This one is promising to build an assisted living facility at its own expense. It did a "market feasibility" study three years ago, and found, to its apparent astonishment, that there are a lot of elderly people in town who don't want to leave and can't go on independently forever. The town government has admitted the need for such a facility has been stressed for more than 10 years. The university, in fact, led Bill Rosen, an avid proponent of such a facility and long-time volunteer ombudsman at the Rehab Center, down a primrose path, leading him to believe it would provide water (Its eternal promise! If only God will strike a rock and a new stream of water will gush forth) and other support.

They were, of course, lying. Now we hear from our town manager and our director of human services, whom we pay \$90,000 a year for his expertise, that the town will not play a "roll" (sic) in owning or operating the facility, but will assist the developer with regulatory issues.

Social services director Kevin Grunwald reassures us, "This is not something we propose the town build, own or operate, but rather facilitate." Grunwald added that the developer sees a viable market.

Interesting that this developer sees this as a feasible investment, while the one the town has hired to build the "Storrs downtown" expects the taxpayers to pick up the tab. We have been pouring, and plan to pour, hundreds of thousands of dollars into parking garages, apartments which are clearly going to fill up with graduate students (at town expense), and boutiques whose clientele has yet to appear. No boutique owners have rushed to sign up for space, since they see that they can't sustain business in Storrs in the summer.

Here at last we have a project that the town needs, and the town fathers are saying they won't invest in it. Well, how could they, when they have already committed us way over our taxpaying heads?

The elderly in Mansfield pay a lot of taxes — we have no children in the schools, though

Letters to the editor 7/10

on the whole we don't oppose school budgets. Where I live, the town can't even take care of the road. It's hard to see what "services" Mansfield's elderly are really getting. And we're supposed to tell Matt Hart, "Good job, Brownie"?

Jane Blanshard
Storrs

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Editor: 7/15

Your recent editorial on Mansfield's Downtown Partnership covered some very interesting points.

People in Mansfield are all for the partnership's concept of an improved town center. It is the scope and scale of it that elicits apprehension.

In these tenuous times, the project strikes taxpayers as a huge risk.

If business people thought this idea such a possible success story, commitments would have been made long ago.

Anne-Marie Campbell
Storrs

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(wrongly) that her property taxes would increase by 10 percent. Like the people who "don't like" E.O. Smith High School, although that budget had been approved by Mansfield, Ashford and Willington voters in May.

One man's sign stated, "It's not about education." Yet it is mostly about education, which makes up about 60 percent of Mansfield's budget.

Numerous "no" voters objected to specific programs such as the Storrs Downtown, community center, landlord registry ordinance and updated math curriculum in the schools. Yet defeating the budget would provide the town council no clues about which programs the majority of budget referendum voters wanted cut out.

One long-time Mansfield resident said he voted "no" because "we've approved what Mansfield officials have been doing for so many years that I thought it was time to send them a message that we don't always like what they do."

He doesn't like the Storrs Downtown, but he has no other ideas for economic development that would lower home owners' property taxes. He has never attended one of the 400 Storrs Downtown public brainstorming sessions, informational meetings, hearings or open houses. He has never attended a town council, Mansfield Board of Education, Region 19 Board of Education or town meeting. He has never shared a single thought with any of these bodies.

He readily admits, "I know I'm part of the problem."

Uninformed voters and voters with unknown axes to grind should not vote down a complex town budget at the last minute.

Cynara Stites
Mansfield

Editor:

Some budget referendum voters who voted "no" on Mansfield's budget in June approached their civic responsibility in a somewhat cavalier manner.

Most Mansfield residents ignored the opportunities to learn about the town budget. Most of the voters in the June referendum hadn't shown up at the town meeting in May where the budget was presented, where a specific proposal to remove the Storrs Downtown budget items was debated and voted down and where the unchanged budget was passed.

Some budget referendum voters were misinformed, like the elderly lady who believed

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Letters to the editor 7/17

I believe this agreement (that was made in executive session) by the town council will backfire when current members start asking for the same 50 percent discount that the new out-of-town members are getting.

Currently a single person full-use membership for a Mansfield taxpaying resident is \$330.

A new non-resident former member of RAC will pay \$195.

This was all done in an executive session prior to RAC announcing that it was closing its doors, and without Mansfield taxpayers, who will be footing the bill, having any knowledge or say.

I hope that town residents keep a close eye on this issue and other issues that are effecting the future budgets. Visit our web site www.savemansfieldct.org and contact your council members with your opinions.

**Mike Sikoski
Storrs**

Editor:

Recently the Town of Mansfield and the Mansfield Community Center signed an agreement with the former owner of the Riverside Athletic Club transferring RAC members to the community center.

I am appalled.

The Mansfield Community Center is a business that is a burden on the taxpayers of Mansfield, a business that has proven it cannot survive without the deep pockets of the taxpayers.

Businesses such as Future Fitness, Cardio Express, Curves, etc, survive on their own, paying their own rent/mortgage, utilities, insurance and so on.

If they fail to do this they either have to cut operating costs or close their doors.

The community center has been using an open checkbook from the taxpayer to cover the increased costs to operate this business.

I believe the town is running a business that is in direct competition with private enterprise.

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Letters to the Editor

7/19

Editor:
I think the article in the Tuesday's *Chronicle* is a riot. This is about the pathway for UConn students on Hunting Lodge Road. The town of Mansfield wants to spend a quarter of a million dollars on this pathway to prevent drivers from running into "drunk students." The sidewalk on North Eagleville Road did not help the Wines girl last year. What makes

officials think the pathway will help the drunks on Hunting Lodge Road? It is more than pathways that are needed to keep the students from getting killed on their way to parties. Why isn't UConn paying for this?

(I wonder if the town of Mansfield is going to pay for the booze at the parties?)

**Karl Beckert
Storrs**

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an admonishment (which he omits) to be cautious in adding any further burden to the water supply; 7/22

(2) UConn has made important strides recently toward addressing the shortfall. Some efforts are long-term and substantive, such as converting to closed loop systems in heating and cooling and reusing wastewater for irrigation. Other measures are short-term and indeed "drastic," such as having the dining halls switch to paper plates and throwaway cups, at substantial environmental cost, in a desperate effort to trim consumption. Readers can draw their own conclusions.

(3) Anyone's reasoned efforts (my own or anybody else's, including the editorial writers of *the Chronicle*) to hold the university to a higher level of accountability, do not constitute an "anti-UConn bias," any more than criticism of our government should be mistaken for lack of patriotism. On the contrary, a writer who stands by UConn right or wrong is doing a keen disservice to the institution, and is bound to twist the facts.

**David Morse
Mansfield**

Editor:

Edmund J. Smith, in a recent *Community Voices* opinion piece, substitutes personal attacks for a reasoned appraisal of the Storrs Downtown project. The civility of the discourse surrounding the Storrs Downtown is notable. As a citizen of Mansfield, I'm proud of that.

I'll confine my response to the facts pertaining to water:

(1) Mansfield and the University of Connecticut are facing a long-predicted water shortage, which up until recently both the town and UConn have denied, despite warnings from state agencies including the Department of Environmental Protection and the state Department of Public Health, and town-commissioned studies by Malone and McBroom. The very letter that Smith cites from the DEP and DPH, commending UConn for its recent water-conserving measures, concludes with

Editor:

On behalf of the Town of Mansfield, I would like to publicly thank Bergen Correctional Center Warden Eileen Higgins, Deputy Warden Neal Kearney and their staff members Margo Testa and Wesley Collins for their help in setting up and supervising a crew of inmates to assist the Town of Mansfield in picking up litter along town roadways in the northern part of Mansfield this past spring.

Mansfield residents may not realize this, but more than a hundred bags of litter were removed from the town roadsides by the Bergen crew and stockpiled on Birch Road for the town crew to transport to the town's transfer station for proper disposal.

We very much appreciate this help, and we would like to acknowledge this effort in the greater Storrs community.

**Lon Hultgren
Director of public works**

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Letters to the editor 7/23

Editor:

Cynara Stites' July 16 letter insults Mansfield voters by claiming they should go to all town meetings before voting on a far too high budget. This is the same attitude town hall takes, believing voters are too ignorant to vote in any referendum. There are many ways to learn about the town budget without wasting time at politically self-promotional information meetings, including from *the Chronicle*. The Mansfield Middle School could not accommodate all the interested 2,300 voters who did get out to cast ballots at the referendum.

Voters have every right to only one concern anyway: their very rapidly increasing taxes right now.

Stites should not hide behind the high school's budget either. That budget was already approved, though endorsed by only a very narrow margin during the recent referendum. Meanwhile, almost 70 percent of voters otherwise advised the town council's budget was too high. The school budget was not what people wanted to ever touch. I ought to know since I carried that billboard saying "It's Not About Education!"

Stites is correct that numerous "no" voters objected to specific programs. Unfortunately, there was no place on the ballot to vote against specific line-items. This is why the budget passed at all during the referendum.

As someone who attends many town meetings that Stites refers to as necessary for everyone I, too, would like to see more voter attendance. But I cannot blame busy voters for not wanting to sit through hours of self-promotional "entertainment." Too many of these meetings are wasted on non-issues.

The long July 14 Town meeting was spent on a "feel-good" universal health care resolution. That issue should have taken 5 minutes to vote on instead of one hour. Later discussion

of real town issues had to be accelerated and shortened.

I have been at meetings where such "feel good" issues take up far too much time. The council should not expect the very busy public to want to see them show-off only with such business. They need to either put "feel good" resolutions at the end of meetings or hold special meetings about them on their own time.

Mike Sikoski
Storrs

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Mansfield cuts deal with RAC ex-owners

By ZACHARY JANOWSKI
Chronicle Staff Writer

MANSFIELD — The town will split income from Riverside Athletic Club members with the former owner for 13 months, according to an agreement signed by the two parties July 10.

Under the agreement, the Riverside Athletic Club, formerly on 600 Main St. in Willimantic, will continue to bill members who pay by electronic funds transfer for the agreed-upon period and pay half the revenue to the community center. The community center will also honor RAC memberships that have already been paid in full.

Mansfield Parks and Recreation Director Curt Vincente said the agreement was an effort to increase the membership at the community center.

At the town council meeting Monday, Vincente said RAC members could renew with the community center at a 50 percent discount to the regular rate. "Going forward, we felt it was going to be important to have a plan in place to retain these people beyond their actual Riverside membership," Vincente explained.

He said RAC has more than 1,000 members.

"I think we'll be lucky if we get half of those," Vincente explained.

Some council members were surprised to learn about the discount, which is not part of the written agreement. "That was not something that was discussed during executive session," said council member Helen Koehn.

Vincente said the private sector offers "outrageous specials" from time to time to attract members. He said the center's mar-

keting consultant suggested the discount.

Then the council turned to a discussion on whether the discount amounted to setting a different rate for a specific group.

Each summer, the council approves the community center's membership fees.

Deputy Mayor Gregory Haddad said he was surprised by the discount, although he did not necessarily oppose it.

Council member Bruce Clouette said he opposed setting community center rates at the council level anyway. He suggested the council delegate the authority with guidelines to staff.

Vincente said the community center is "under a lot of pressure" to improve its bottom line by increasing revenue and membership.

According to the agreement, RAC has "to some extent" been violating state law.

"They had never applied for, nor received, a license for a health club," said state Director of Trade Practices Richard Maloney for the state Department of Consumer Protection.

Maloney, however, said there is no active investigation of the business.

He said RAC may or may not have needed a license depending on the contract it used.

A health club guarantee fund, Maloney said, protects members if a business closes with outstanding member contracts.

"We don't have any complaints from consumers, and that's a good thing," Maloney added.

When reached this week, RAC owner Damian Fox said he had no comment on the agreement.

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Mansfield gears up for annual bike tour

7/18

MANSFIELD — Bicycle riders of all levels will have a chance to explore many of Mansfield's nineteen historic villages on two wheels on Saturday in the third annual Tour de Mansfield: Village to Village.

The Town of Mansfield, the Mansfield Downtown Partnership, Mansfield Community Center, local businesses and volunteers are sponsoring the event.

The goal of the event, according to organizers, is to provide a family-oriented activity for area residents, encourage exercise through cycling, bring awareness to the scenic beauty of Mansfield's villages, draw attention to the Storrs Center/downtown area and bring the community together around a social and recreational activity.

The day has been designed to appeal to riders of all levels and will include a 5-mile Family Fun Ride, along with 20- and 40-mile "challenge rides."

The rides will start and end at the Mansfield Community Center and will conclude with a barbe-



Roxanne Pandolfi
Ella Gildersleeve and mother, Kristen Gildersleeve, of Mansfield return from a 5-mile bicycle ride during the Tour de Mansfield in July 2007. On the right is Mansfield resident state trooper Sean Hickey. This year's bike tour will be held Saturday.

cue

Pre-registration for the event is encouraged. The cost is \$10 for an individual and \$25 for a family.

Children under 12 are free, but must be accompanied by an adult who will ride with them.

Participants may register after the day of the event for an additional \$5 fee.

The registration fee covers ride support, snacks, food and beverage and a custom-designed "Tour de Mansfield: Village to Village"

T-shirt for the first 100 registrants.

All riders must wear a helmet and be familiar with basic safety rules of the road.

To register for this event, visit www.mansfieldct.org and click on the bike tour logo, or pick up a registration form from one of many locations, including the Audrey P. Beck Municipal Building and the Mansfield Community Center.

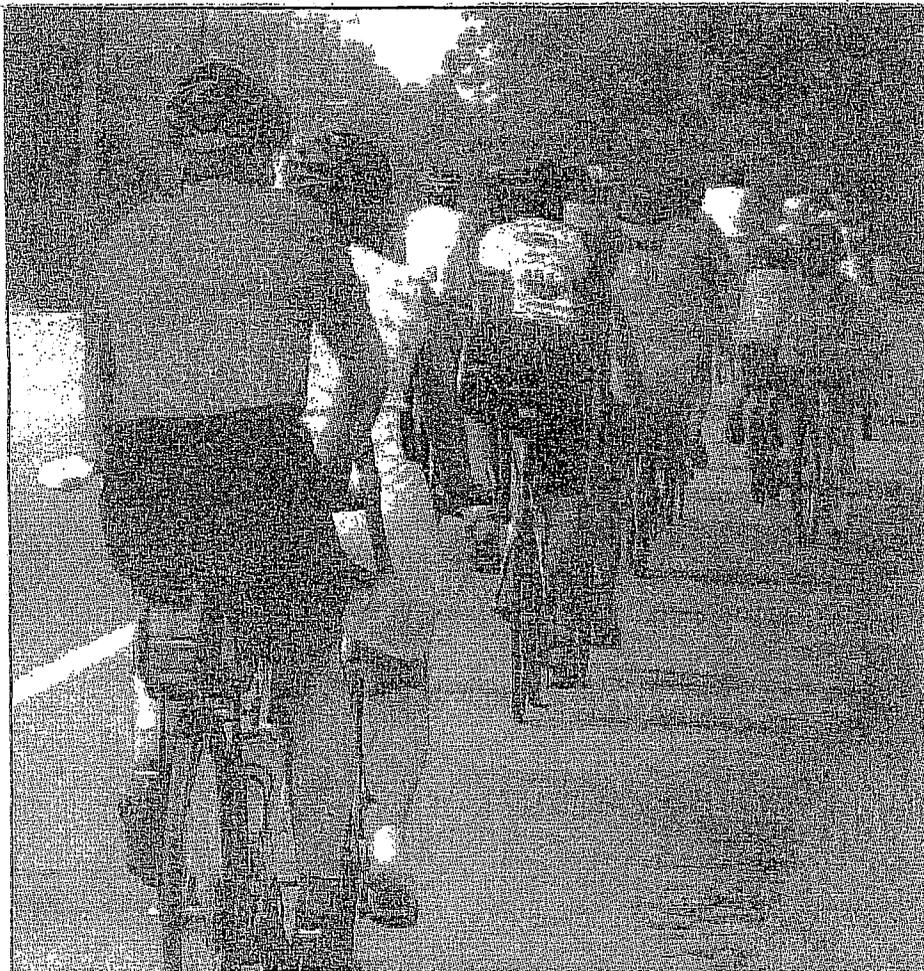
Check-in and registration on the day of the event will begin at 7:30 a.m. and the Family Fun Ride will commence at 10:30 a.m.

Participants are asked to park in the E.O. Smith High School parking lot, next to the town hall on Storrs Road (Route 195).

In case of rain, the event will be held Saturday, July 26.

For more information, call the town manager's office at 429-3336.

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Marie Brennan photos

7/21

Pedal pushers

Bicyclists of all ages took to the streets on Saturday during the third annual Tour de Mansfield: Village to Village. The event, which began at the Mansfield Community Center, included a 5-mile Family Fun Ride, along with 20- and 40-mile 'challenge rides.' The bicycle tour was sponsored by the Town of Mansfield, the Mansfield Downtown Partnership, the Mansfield Community Center, local businesses and volunteers.

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2 the Chronicle, Willimantic, Conn., Tuesday, July 15, 2008

Town takes eminent domain path

By ZACHARY JANOWSKI
Chronicle Staff Writer

MANSFIELD — The town council voted unanimously Monday to begin eminent domain proceedings against the owner of Carriage House to begin construction on the Hunting Lodge Road bikeway.

The owners of 14 of the 15 affected properties have agreed to sell an easement to the town for the appraised value.

One owner, Walter Hirsch of 125 Hunting Lodge Road, did not agree to give the town the easement until the town raised the possibility of taking it via eminent domain.

Storrs Polo Run Limited Partnership, owner of Carriage House Apartments, 183 Hunting Lodge Road, declined the town's offer of \$460 for the easement.

The \$250,000 project will construct a half-mile long, 8-foot wide paved pathway.

Jeff Strole, representing Aspen Square Management of West Springfield, Mass., rejected the town's offer on behalf of Storrs

Polo Run.

"Should you wish to make a more reasonable offer, we would be happy to consider it in an attempt to save you the time and expense of a contested condemnation proceeding," Strole wrote in a June 3 letter to Timothy Veillette, the town's project engineer for the bikeway.

In a previous letter, Strole said the town was undervaluing the property at \$21,780 per acre while he is "unaware of any land in the location of Carriage House Apartments that is available for under \$100,000 per acre."

Dennis Poitras, a Mansfield attorney representing the town in the proceedings, said it was likely the town would get the property, but the court could rule it needed to offer more compensation.

Mansfield officials reiterated the project's aim is safety.

"The path is needed as much for driver safety as for student safety," Public Works Director Lon Hultgren explained. "The fact of the matter is, if you are in your car and you run into a drunk student,

your life is ruined."

Hirsch, who works evenings, had a letter read into the record last night expressing his disappointment.

In his letter, he said the town undervalued his property with an offer of only 11 percent of its worth by his calculations.

Hirsch said the offer is an "absurdity" because he will lose "30 percent of the crucial buffer zone to the noise and mayhem."

"I wish to point out that the heavy-handed path the town has taken is unacceptable and appalling. The town holding all the power and wielding it in such a manner is unconscionable and is lowered to the same status as UConn," Hirsch said in his letter. "Be very proud of your ability to carry out your wishes without the burden to meet the needs of those you impact."

In his letter, Hirsch declines the town's payment of \$190 for the easement on his property. "The approach 'this is how it is, bend over and take it' compels me to say no thanks," Hirsch explained.

**PAGE
BREAK**

UConn trustees ^{7/11} seek to downsize Spring Weekend

By **CAITLIN M. DINEEN**
Chronicle Staff Writer

STORRS — The University of Connecticut Board of Trustees is working to eliminate problems created during annual Spring Weekend celebrations by non-UConn students or guests.

According to trustee Philip Barry research to eradicate the university of situations created during the end-of-the-year celebratory weekend began a couple of years ago.

Trustee Louise Bailey — who could not be reached for comment this morning — heads the trustee board's "Student Life Committee" that is currently probing ways to lessen the potential harm of Spring Weekend.

Barry said the three-day event attracts between 8,000 and 10,000 visitors.

The visitors include other state university and high school students, said Barry.

Most of the visitors, however, flock to massive off-campus parties at Carriage House Apartments and Celeron Square apartments off Hunting Lodge Road.

In past years, rioting and property damage have highlighted the mayhem associated with Spring Weekend.

According to Barry, some of the non-UConn visitors plan on coming for the weekend and others are just "coming in to crash the party."

"One of the biggest problems

are the non-student and non-guest people with no fear of destroying something," he said.

"The end result could very well be disaster," said Barry, adding that death and arrests are part of that disastrous equation.

According to Barry, the university is responsible for visitors on campus and may face legal issues if dangerous situations lead to serious injuries of guests to the campus.

The university can also be held responsible for events that take place off-campus because they involve a mix of UConn students.

With so many guests in the Storrs area at once, "the risk is high," said Barry.

"We can't just be uninvolved with off-campus events," said Barry.

On-site during the event are police, fire rescue squads and emergency medical staff.

The services provided on campus make the event "an all-state party," said Barry.

Netting between 50 and 70 arrests annually, a majority of those arrested are non-students who attend the weekend, said Barry.

According to Barry, arrests involve everything from alcohol, drugs, violating town ordinances and assaults of all forms.

Barry said while the university provides events throughout the day and until about 11 p.m., students face dangers when they par-

(UConn trustees, Page 4)

UConn trustees seek to downsize Spring Weekend

(Continued from Page 1)

take in parties off-campus when the day is done.

In recent years, the university has worked to increase the amount of campus sanctioned events to help curb the off-campus drinking problem.

Events include "Oozeball," or mud volleyball, more concerts and a carnival.

Carriage House, Celeron Square and X-lot are popular locations for drinking and partying.

The university does not own X-lot, but rents it for parking during the weekend.

Barry said the board has no plans to shut down Spring Weekend, but hopes to contain the event and reduce outside guests and visitors.

Members of the student body, university officials and local police are expected to work together to evaluate common interests and values

of the event, said Barry.

According to Scott Brohinsky, UConn's director of university relations, "safer" weekends — including Spring Weekend — are not good enough.

He said UConn officials seek completely safe events.

Brohinsky said the board of trustees hopes to continue the progression of safe, fun spring weekends.

Results of surveys and research show UConn students "grow out" of parties once they realize parties are not the only fun that occurs during the event, said Brohinsky.

Brohinsky said Spring Weekend not only puts student safety at risk, but it compromises the reputation of UConn as well.

July 24, 2008

Matthew Hart
Town Manager
Town of Mansfield
Audrey Beck Municipal Building
4 South Eagleville Road
Storrs, CT 06268

RE: Storrs Center relocation responsibilities of the Town of Mansfield

Dear Mr. Hart:

You requested this opinion regarding the existence, origin and extent of the Town of Mansfield's obligations to businesses displaced by the development of Storrs Center.

The summary of my opinion is as follows.

- 1) The Town of Mansfield does have the legal obligation to provide relocation benefits to businesses actually displaced by the development of Storrs Center.
- 2) The origins of that obligation are:
 - a) the Town's role as sponsor of the Storrs Center project ("the Project");
 - b) the Town's role as principal of its municipal development agency, the Mansfield Downtown Partnership, which is the Project's implementing agency under the Relocation Plan in the Municipal Development Plan for Storrs Center,
 - c) federal relocation assistance laws, and
 - d) state relocation assistance laws.
- 3) The extent of the Town's duties is set forth in the Relocation Plan.

Matthew Hart
July 24, 2008

I begin my analysis by stating the key facts on which this opinion is based.

For decades, various members of the Mansfield and University of Connecticut communities have talked about how a town center, including a town green, and a more extensive, varied and active array of shopping, dining and service businesses would benefit both those communities.

In 1999, the Mansfield Town Council approved the retention of HyettPalma, a national planning firm, to make recommendations regarding enhancement of the Town's commercial areas. HyettPalma recommended that the Town focus on the Storrs Center area and form a partnership with the University and the Mansfield business community to develop that area.

From the first HyettPalma concepts, it was contemplated that the Town's vision that is now embodied in the Municipal Development Plan for Storrs Center would require relocation of some businesses.

The Town accepted HyettPalma's recommendations. In 2001, that partnership's organizing committee became the initial Board of Directors of the Mansfield Downtown Partnership, a nonprofit, nonstock corporation ("the Partnership").

The Partnership has always been financially supported by the Town and the University in basically equal measure.

In 2001, the Town commissioned the Connecticut firm of Milone & McBroom to work with the Partnership on a concept plan for Storrs Center. That concept plan, entitled "Downtown Mansfield Master Plan May 2002", is the progenitor of the present Storrs Center Plan.

In 2002, the Town Council unanimously designated the Partnership as Mansfield's municipal development agency pursuant to Chapter 132 of the Connecticut General Statutes ("C.G.S.") to oversee the development of Storrs Center.

In 2003, the Partnership hired the national planning firm of Looney Ricks Kiss to assist in preparing a Municipal Development Plan for Storrs Center, in accordance with C.G.S. Section 8-189, which is a part of C.G.S. Chapter 132.

In 2004, the Partnership entered into a Development Agreement with Storrs Center Alliance, LLC, a subsidiary of Leyland Alliance, LLC. Under the Development Agreement, Storrs Center Alliance undertook to participate in preparing a Municipal Development Plan for Storrs Center ("the MDP") and to construct Storrs Center substantially in accordance with that the MDP.

Matthew Hart
July 24, 2008

The MDP was prepared by Storrs Center Alliance and the Partnership. As required by C.G.S. Section 8-189(f), the MDP included a Storrs Center Relocation Plan. The Relocation Plan names the Town of Mansfield as Sponsoring Agency and the Partnership as Implementing Agency. I attach a copy of the Relocation Plan.

In 2005, the MDP, including the Relocation Plan, was approved unanimously by the Mansfield Town Council, the Mansfield Planning and Zoning Commission and the UConn Board of Trustees. The MDP became final upon its approval by the state Department of Economic and Community Development in August, 2005.

Under the MDP, and under all of the concepts that preceded it, it has been the Town of Mansfield that would acquire land and improvements through development of Storrs Center. Though exactly what land and improvements the Town will acquire is still to be decided, a town green, streets and related infrastructure, and at least one parking garage have been among the key acquisitions continuously, and still, contemplated to be acquired by the Town. It has not been seriously contemplated that the Mansfield Downtown Partnership would acquire any land or buildings.¹

State funding has been received for some of the cost of preparing the MDP, planning a commercial building called "DL-1", and designing and constructing a walkway connecting the Storrs Center area with the Town Offices Complex. State funding is expected for part of the cost of both the first Storrs Center garage (which would be owned by the Town) and Storrs Road streetscape improvements.

Federal funding has been received for the first parking garage (\$490,000) and some MDP preparation costs. Federal funding is anticipated for streetscape improvements on Storrs Road. More federal funding for the Storrs Center garage construction has been sought.

Most of the businesses which would be displaced in the construction of Storrs Center are tenants of the University of Connecticut on month-to-month leases.

¹ Conn. Gen. Stat. sec. 8-268(d) provides as follows: "(d) Notwithstanding the provisions of [section 8-268], in the case of displacement of a person on or after October 1, 2007, because of **acquisition of real property by ... a development agency** pursuant to section 8-193, ... **pursuant to ... a development plan approved under chapter 132 ... , the agency shall make relocation payments** as provided under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq. ... if payments under said act and regulations would be greater than payments under this section and sections 8-269 and 8-270." Emphasis added. This statute is limited to acquisitions of real property: its requirement that development agencies "make relocation payments" is not applicable to the Partnership. This statute does not mention municipalities, except implicitly by the mentioned agencies. However, since the Town of Mansfield expects to acquire real property in Storrs Center, the policy behind Sec. 8-268(d) applies to the Town, even if the letter of the statute does not.

Matthew Hart
July 24, 2008

The Town's relocation obligation as sponsor of the Storrs Center project.

The simplest way to explain the duty of the Town to provide relocation benefits to businesses displaced by Storrs Center is to say that, having approved the Relocation Plan as part of the MDP, with the Town as "Sponsoring Agency", the Town committed itself to the promises and policies set forth in the Relocation Plan.

Conn. Gen. Stat. sec. 8-188 gives towns certain powers and authorizes them – does not require them – to designate municipal development agencies "[to] exercise through such agency the powers granted under this chapter [132]".²

The very title of Conn. Gen. Stat. Ch. 132 is "Municipal Development Projects".

For purposes of Ch. 132 projects, "development project" means a project conducted by a municipality". Conn. Gen. Stat. sec. 8-187(4). In my opinion, Storrs Center is a project of the Town of Mansfield, acting through its municipal development agency, the Partnership. Therefore, the Town is responsible for fulfilling the Relocation Plan.

Viewed another way, if the Town was to disclaim liability for relocation benefits and refuse to provide the Partnership with funds for such benefits, any business actually displaced to make room for Storrs Center – or all of such businesses as a class – could sue the Partnership and the Town.³ In my opinion, for the reasons set forth in this letter, the Town would have no sound defense to such a suit.

What would happen if the University of Connecticut exercised its right to terminate the month to month leases of tenant businesses which have such leases before it became necessary to move them to begin construction of Storrs Center? In my opinion, unless it could be shown that the termination was not really a Project displacement, such termination would have no affect on the Town's legal obligation to provide relocation benefits. I base this opinion on the letter and spirit of the Relocation Plan, and the federal and state relocation assistance laws discussed below.

² "Sec. 8-188. Designation of development agency. Any municipality which has a planning commission is authorized, by vote of its legislative body, to designate ... a nonprofit development corporation as its development agency and exercise through such agency the powers granted under this chapter"

³ The administrative procedure in the Relocation Plan is for resolving disputes concerning eligibility for, or the extent of, relocation benefits. If neither eligibility nor the extent of benefits were disputed, I do not believe displaced businesses would be required to exhaust that administrative procedure before suing the Town for refusal to fund relocation benefits.

Matthew Hart
July 24, 2008

The Relocation Plan, at Part III (Plan p. 10, MDP p. 146), includes an “Eviction Policy”. Key terms of that policy, for purposes of this opinion, are as follows.

- “Tenants in the Project Area will be evicted only as a last resort.”
- “Nothing in this Relocation Plan affects in any way the right of the landlords or lessors of businesses in the Storrs Center Project area to give such businesses, or business owners, notices of any kind, or to take such action as they see fit, with one exception.”⁴
- “Eviction in no way affects the eligibility of displaced businesses for relocation assistance or payments.”

Applying these provisions of the Relocation Plan hypothetically, the University – or Storrs Center Alliance after acquiring the Storrs Center site from the University – could terminate month-to-month tenancies of businesses under general landlord-tenant law. However, with exceptions beyond the scope of this letter⁵, an early displacement would still be a displacement: any business evicted before it needed to relocate to permit construction of Storrs Center would still have a claim for relocation benefits under the Relocation Plan (the strength of the claim depending on the facts).

The Town’s relocation obligation as principal of its development agency.

Whatever Partnership does as municipal development agency under Chapter 132, it does in the name of the Town of Mansfield. C.G. S. Sec. 8-199, entitled “Action to be taken in name of municipality”, provides as follows:

Any development agency shall exercise its powers in the name of the municipality, and all bonds issued pursuant to this chapter shall be issued in the

⁴ “That exception is that, if the Master Developer is landlord or lessor of a business and the Master Developer increases the business’s rent to an amount which the business owner claims is higher than fair market rent, the business owner shall have the following special rights: a) to elect, by written notice given to the Partnership and the Master Developer, that the rent increase notice be treated as an eviction notice, b) to receive from the Partnership, within five (5) business days of the Partnership’s receipt of notice of such election, the ‘second notice’ provided in Part IIA(2) of this Plan, and c) to have such rent increase not take effect until the 91st day after the business owner receives such ‘second notice’, if the business has not vacated by then.”

⁵ I do not say that a tenant can violate the rights of the landlord or others with impunity and still be entitled to relocation benefits. That would violate the spirit of the relocation laws. Eviction for inequitable, let alone dangerous, conduct ought to be demonstrably not for the purpose of displacement for the Project.

Matthew Hart
July 24, 2008

name of the municipality and title to land taken or acquire pursuant to a development plan shall be solely in the name of the municipality.

Suppose, for the sake of argument, the Town of Mansfield were pursuing Storrs Center on its own. Suppose the Town had never exercised its authority under Conn. Gen. Stat. sec. 8-188 (see n. 2, above) to designate the Partnership as its municipal development agency and had done itself everything the Partnership has done. Without the Partnership as agency, the Project would unquestionably be undertaken by, or under the supervision of, the Town. Undertaking or supervising a project that results in displacement of a person is the essential test for the obligation to make relocation payments under Conn. Gen. Stat. sec. 8-268(a)⁶ and there would be no reasonable basis to dispute the Town's liability for relocation benefits to displaced businesses. I see no rational basis for interpreting Conn. Gen. Stat. sec. 8-188 to mean that, if a town designates a municipal development agency under that statute, the town's liability for relocation benefits necessitated by the "municipal development project" is diminished.⁷

The Town's relocation obligation under Federal law.

Even if the Relocation Plan had not been approved by the Town, the Town would be obliged to provide relocation benefits to businesses displaced by the development of Storrs Center because federal funding is involved and the Town will gain from that funding. This obligation arises from the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 United States Code (U.S.C.) §4601, *et seq.* (the "Act"), the policy of which is Addendum B to the Relocation Plan.

The key provision of the Act concerning the obligation to pay compensation is 42 U.S.C. §4622, which states in pertinent part as follows:

- (a) General provision. Whenever a program or project to be undertaken by a displacing agency will result in the displacement of any person, the head of the displacing agency shall provide for the payment to the displaced person of --
- (1) actual reasonable expenses in moving himself, his... business, ... or other personal property;

⁶ Conn. Gen. Stat. sec. 8-268(a) provides, in pertinent part, "Whenever a program or project undertaken by a state agency or under the supervision of a state agency will result in the displacement of any person ... the head of such state agency shall make payment [of relocation compensation] to any displaced person...."

⁷ In interpreting a statute, one should not read into it provisions which are not clearly stated. See, *Thornton Real Estate, Inc. v. Lobdell*, 184 Conn. 228, 230 (1981). One should not speculate upon any unexpressed intention. *Colli v. Real Estate Commission*, 169 Conn. 445, 452 (1975).

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July 24, 2008

(2) actual direct losses of tangible personal property as a result of moving or discontinuing a business..., but not to exceed an amount equal to the reasonable expenses that would have been required to relocate such property, as determined by the head of the agency;

(3) actual reasonable expenses in searching for a replacement business...; and

(4) actual reasonable expenses necessary to reestablish a displaced... nonprofit organization, or small business at its new site, but not to exceed \$10,000....

(b) Displacement from business ...; election of payments; ... amounts; eligibility. Any displaced person eligible for payments under subsection (a) of this section who is displaced from the person's place of business or farm operation and who is eligible under criteria established by the head of the lead agency may elect to accept the payment authorized by this subsection in lieu of the payment authorized by subsection (a) of this section. Such payment shall consist of a fixed payment in an amount to be determined according to criteria established by the head of the lead agency, except that such payment shall not be less than \$1,000 nor more than \$20,000. ...

The meanings of “program or project”, “displacing agency” and “displaced person” are key. Each is clearly, if generally, defined by law.

The phrase *program or project* means any activity or series of activities undertaken ... with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal funding agency guidelines.

49 Code of Federal Regulations (C.F.R.) 24.2(a)(22), italics in original.

Because Federal financial assistance for the Project has been received and because more is anticipated, Storrs Center is, in my opinion, a “program or project” under the Act.

In my opinion, the Partnership is a displacing agency under the Act because, within the meaning of the Act, the Town – the sponsor of the Project as stated in the Relocation Plan – and the Partnership as its implementing agency are State agencies carrying out a project which will displace some businesses.

The term “displacing agency” means ... any State, State agency, or person carrying out a program or project with Federal financial assistance, which causes a person to be a displaced person.

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42 U.S.C. §4601(11)

The term “State agency” means any department, agency, or instrumentality of a State or of a political subdivision of a State

42 U.S.C. §4601(3).

In my opinion, the Partnership is a State agency under 42 U.S.C. §4601(3) because it is the municipal development agency of the Town of Mansfield.⁸ Of course, the Town of Mansfield is a political subdivision of the State.

I have found no federal statute or regulation providing that there is only one “displacing agency” with relocation benefit liability in any one project. Any person who, or entity which, fits the statutory criteria for “displacing agency” is such an agency for relocation purposes. In my opinion, it is consistent with the policy of the Act – to ensure that displaced persons and businesses receive proper compensation – that there can be more than one such agency. Storrs Center Alliance, being a “person carrying out” the Project⁹ also qualifies as a displacing agency with responsibility under the Act. However, under the Act, the responsibility for compliance falls on the “State Agency” supervising the Project. For Storrs Center, that State Agency is most clearly the Partnership and, as stated above, the Partnership “exercise[s] its powers in the name of the” Town.

The term “displaced person” means ...

- (i) any person who moves from real property, or moves his personal property from real property --
- (I) as a direct result of a written notice of intent to acquire or the acquisition of such real property in whole or in part for a ... project **undertaken ... with Federal financial assistance**; or
- (II) on which such person ... conducts a small business ... as a direct result of rehabilitation, demolition, or such other displacing activity as the lead agency may prescribe, under a program or project undertaken ... with Federal financial

⁸ See 49 C.F.R. §24.2(a)(1), further defining “Agency”, “State Agency” and “Displacing Agency”. The Partnership’s counterpart in New London, CT, the New London Development Corporation, has been recognized as a state agency for URAA purposes under C.G.S. §8-267(l). Kelo v. New London, Memorandum of Decision on Request of the Plaintiffs for Injunctive Relief, Judicial District of New London (Docket no. 557299, Corradino., J., March 13, 2002). Even if the Partnership were not a *State agency*, it is a displacing agency because it is a “person carrying out a program or project with Federal financial assistance.” 42 U.S.C. §4601(11). Under the Act, a *person* “means any individual, partnership, corporation, or association.” 42 U.S.C. §4601(5); *See also*, 49 C.F.R. §24.2(a)(21).

⁹ See note 8, above, for the definition of “person”.

Matthew Hart
July 24, 2008

assistance in any case in which the head of the displacing agency determines that such displacement is permanent; and
(ii) solely for the purposes of sections 4622(a) and (b) [moving expenses] and 4625 [relocation advisory services] of this title, any person who moves from real property, or moves his personal property from real property --
(I) as a direct result of a written notice of intent to acquire or the acquisition of other real property, in whole or in part, on which such person conducts a business ... for a program or project undertaken ... with Federal financial assistance; or
(II) as a direct result of rehabilitation, demolition, or such other displacing activity as the lead agency may prescribe, of other real property on which such person conducts a business... under a program or project undertaken... with Federal financial assistance where the head of the displacing agency determines that such displacement is permanent.

42 U.S.C. §4601(6)(A). See also, 49 C.F.R. §24.2(a)(9).

In my opinion, the businesses in the Project area are either “small businesses” (49 C.F.R. §24.2(a)(24); fewer than 500 employees at the displacement site) or “businesses” (49 C.F.R. 24.2(a)(4); includes nonprofits) within the meaning of the Act. As such, if they permanently move as a direct result of the rehabilitation, demolition or other displacing activity of the lead agency¹⁰, they would each be a displaced person under the Act.¹¹ Therefore, the last element making the Partnership – and the Town as the Partnership’s principal -- a displacing agency is present.

As stated above concerning State funding, if the Town were to disclaim obligations under the Relocation Plan and, implicitly, under the Act, it is my opinion both that federal funding of Storrs Center would be impossible¹² and the United States government could seek to recover funds already granted to the Town for Storrs Center.

¹⁰ Under 42 U.S.C. §4601(12), the “lead agency” is the United States Department of Transportation (DOT), which adopted the federal regulations applicable to all relocation assistance covered by the federal Act. The regulations, revised as of January 4, 2005, are at 42 C.F.R. Part 24. Although adopted by the DOT/Federal Highway Administration, 49 C.F.R. Part 24 contemplates use in non-DOT/FHWA contexts. For example, the purpose of the regulations is not limited to those agencies, but covers simply “Agencies” and “Federal and federally-assisted projects”. Also, 49 C.F.R. §24.2(a)(1) defines “agency” as “the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.”

¹¹ Under 42 U.S.C. §4601(6)(B)(ii) and related regulations, there are a number of exclusions from the definition of “displaced person”. Such details are beyond the scope of this opinion.

¹² The federal agency responsible for assuring compliance with the Act may do so by accepting a state agency’s certification that the state agency will comply with the Act. 42 U.S.C. §4604. This is intended to improve the Act’s procedures. 42 U.S.C. §4621(a)(5).

Matthew Hart
July 24, 2008

The Town's relocation obligation under State law.

The federal Act mandates the Uniform Relocation Assistance Act ("URAA") enacted by the State of Connecticut. See, *Kelo v. New London*, Memorandum of Decision on Request of the Plaintiffs for Injunctive Relief, Judicial District of New London (Docket no. 557299, Corradino, J., March 13, 2002). The state policy set forth at C.G.S. §8-266 is "a uniform policy for the fair and equitable treatment of persons displaced by... improvements conducted pursuant to governmental supervision. Such policy shall be uniform as to (1) relocation payments, (2) advisory assistance, ... and (4) state reimbursement for local relocation payments under state assisted and local programs." C.G.S. §8-266; see, *Dukes v. Durante*, 192 Conn. 207, 212-13 (1984). The URAA is intended as a mechanism for reimbursement of moving expenses of persons who are displaced, as defined by the law, by a public project. See, *Alemanly v. Commission of Transportation*, 215 Conn. 437, 447 n.5 (1990).

Definitions in the URAA and in the regulations of Connecticut state agencies (§8-273-43) are, in all respects relevant to this letter, consistent with the federal definitions.¹³ In particular, "state agency" is defined as "any department, agency or instrumentality of ... a political subdivision of the state." Conn. Gen. Stat. sec. 8-267(1). "Whenever a program or project undertaken by a state agency or under the supervision of a state agency will result in the displacement of any person ... the head of such state agency shall make payment [of relocation compensation] to any displaced person...." Conn. Gen. Stat. sec. 8-268(a), emphasis added. In this state, the URAA applies to any displacement of a person as a result of a state agency project, however funded. See C.G.S. §8-279(f).

Clearly, the Town is a political subdivision of the state. The Relocation Plan states the Town is sponsoring agency for the Project (or at least of the Relocation Plan). The Partnership is also a state agency under C.G.S. §8-267(1), as well as the Town's municipal development agency supervising the Project within the meaning of Conn. Gen. Stat. sec. 8-268(a). As such, even if no state funding were involved, the Partnership and, ultimately, the Town are responsible for compliance with the URAA. See C.G.S. §8-268 [moving expenses and losses] and §8-271 [relocation assistance advisory program]. Compliance with the URAA is also essential if the Partnership is going to be eligible for state sharing of costs associated with the Relocation Plan. C.G.S. §8-281; see also, C.G.S. §8-279(e)(state agency shall file relocation plan with DECD).

¹³ The federal Act does not include, in the definition of "displaced person", projects "supervised by a state agency or unit of local government". That part of the state URAA helps clarify that, regarding Storrs Center, the Partnership, as implementing agency for the Town of Mansfield, is the most appropriate agency to assure compliance with both state and federal relocation laws.

Matthew Hart
July 24, 2008

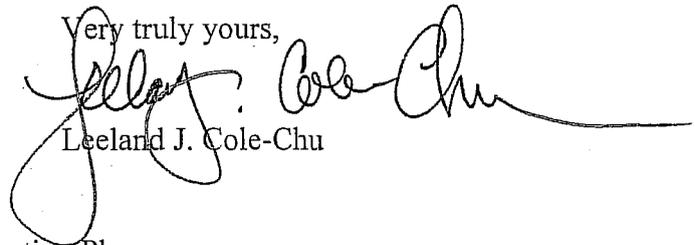
As a practical matter, in my opinion, it may with confidence be predicted that the Town's refusal to acknowledge its obligation to provide relocation benefits called for by the Relocation Plan, let alone the Town's actual refusal to provide those benefits, would be treated by the State of Connecticut as a repudiation of what the State of Connecticut regards as the Town's duties under the Relocation Plan, the Municipal Development Plan, Conn. Gen. Stat. Chapter 132 and the Uniform Relocation Assistance Act, Conn. Gen. Stat. Chapter 135, sections 8-266, *et seq.* Since State funding is at least implicitly conditioned upon the grantee's compliance with applicable laws, State funding related to Storrs Center would likely end immediately.

The extent of the Town's duties.

The Town's duties are reduced from the broad and general requirements of federal and state law to the specific commitments in the Storrs Center Relocation Plan, attached. That plan has been approved by the State, acting through the Commissioner of Economic and Community Development. What is required of the Town, and of the Partnership as its agency overseeing the Storrs Center project, is the full, fair and diligent implementation of the Relocation Plan.

In conclusion, I refer you to the summary of my opinion at the outset of this letter. Of course, if any fact stated in this letter appears to be erroneous, please tell me so that I can determine the effect of the correct fact or facts on my analysis.

Very truly yours,



Leeland J. Cole-Chu

Attachment: Storrs Center Relocation Plan

cc: Mayor Elizabeth Paterson
Dennis O'Brien, Esq., Town Attorney
Philip Lodewick, President, Mansfield Downtown Partnership
Thomas Callahan, Chair, Finance Comm., Mansfield Downtown Partnership
Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership

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STORRS CENTER RELOCATION PLAN

Sponsoring Agency: Town of Mansfield

Implementing Agency: Mansfield Downtown Partnership ("the Partnership")

Administrative Contributors: Storrs Center Alliance, LLC ("Storrs Center Alliance" or "Master Developer")

August, 2005

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Appendix A: Excerpt from Connecticut General Statutes Sec. 8-266

Appendix B: Excerpt from 42 United States Code Sec. 4261

Appendix C: List of Storrs Center Businesses

Part I Introduction

This Plan is to comply with the Connecticut Uniform Relocation Assistance Act, Connecticut General Statutes Chapter 135 ("URAA"), and, to the extent the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (the "federal Act") applies, to comply with the federal Act concerning the relocation of businesses within the Storrs Center Project ("the Project") area. Of course, this Plan is also to be consistent with all other applicable laws, including Mansfield zoning regulations and ordinances.

Like the URAA^a and the federal Act^b, generally, this Plan is to establish a uniform policy for the fair and equitable treatment of persons displaced as a direct result of the Project; to ensure that such persons do not suffer disproportionate injuries as a result of the Project which is designed for the benefit of the public as a whole; to minimize the hardship of displacement on such persons; to assure that the unique circumstances of such persons are taken into account; to assure that persons in essentially similar circumstances are accorded equal treatment; and to avoid waste and unnecessary administrative costs to the Partnership and its funding sources.

The Project area is shown in the Municipal Development Plan [for] Storrs Center ("MDP"), at Figure 1. More specifically, this Relocation Plan affects the developed and occupied parts of the Project area, the addresses of which are 1254 Storrs Road, 1266 Storrs Road, 4 Dog Lane, 10 Dog Lane and 14 Dog Lane. See Appendix C to this Relocation Plan.

Upon approval of the Storrs Center Municipal Development Plan by all agencies whose approval is required by Connecticut General Statutes Sec. 8-189, the Partnership, the Master Developer and their respective employees and consultants will implement and adhere to this Plan, as properly amended from time to time for consistency with the URAA, the federal Act, and other applicable laws.

It is not anticipated that any property for Storrs Center will be acquired by eminent domain. The Storrs Center Project includes land owned by the University of Connecticut (the "University Property") and privately-owned property to be determined (collectively the "Project Area"). The University Property is developed with several commercial buildings including business tenants and it is expected that the same will be true of any privately owned property that becomes included in the Project Area.

Because development of Storrs Center will require the removal of substantially all of the buildings expected to be located within the Project Area, the Project will require the relocation of substantially all of the existing businesses in that area. The removal of buildings within the Project Area is projected to begin during the second quarter of 2006.

^a The purpose of the URAA is set forth in Conn. Gen. Stat. §8-266, the pertinent part of which is at Appendix A.

^b The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, begins at 42 United States Code (USC) §4601. For the purposes of the federal Act, see 42 USC §4621(b), Appendix B.

Analysis of Non-Residential Relocation Resources

A review of commercial and retail properties in Mansfield and vicinity indicated an adequate supply of space to accommodate the businesses to be displaced by the Project.

From a review of commercial space listings, and discussions with knowledgeable local real estate professionals, the displacement of businesses by the Storrs Center Project appears to be able to be absorbed within the existing commercial building stock of the Town and surrounding communities. Retail space comprises the largest number of businesses in the project. For the most part, the best sites for these types of businesses are outside of the Project Area. These business uses appear to have the opportunity of relocating within commercial vacancies now existing, or which may with confidence be expected to occur through market turnover, within Mansfield and adjacent towns, in retail space located in shopping plazas to the north and south of Storrs Center along Route 195 and adjoining roadways. In addition, though the present stock of commercial real estate will change due to normal cycles of business vacancies and new construction other than Storrs Center, there is no evidence indicating that such accommodations will not continue to exist throughout the time required for the Storrs Center relocations.

Challenging business relocations will require sites within an appropriate commercial zone and will need to meet licensing requirements. Extraordinary relocation payments may be required for the successful relocation one of these businesses.

The relocation staff will have to tailor available program resources to the specific desire and requirements of the business being relocated.

The Partnership will collect and maintain, on a continuous basis, current information on the availability, costs and floor size of business sites in the Town and vicinity.

All of the tenants on the University Property have been informed that Storrs Center Alliance has been selected by the Mansfield Downtown Partnership as the Master Developer for the Storrs Center Project and that the University and the Master Developer have reached an agreement regarding the sale of the University Property to the Master Developer. Within the Project Area, tenants of property owners other than the University have also been notified of the Master Developer's selection.

This Relocation Plan for the current businesses located within the Project Area includes the following principal elements:

1. All businesses will be treated in a fair and equitable manner, consistent with their respective rights, both under the state and federal relocation laws and under their respective lease agreements, if any. The Partnership and the Master Developer are in the process of meeting with each business owner within the Project Area whose business may be displaced by the Project in order to conduct an initial assessment of relocation needs. A list of those businesses is attached as Appendix C.
2. While this Relocation Plan is designed to assist businesses within the Project Area, the owners of such businesses remain primarily responsible for their businesses' success. Therefore, all business owners are expected to cooperate in good faith with the Partnership and the Master Developer in implementation of this Plan by using their time, judgment and special knowledge of their respective businesses with reasonable diligence.
3. Relocation of each business will be handled individually. However, the two most common tenancy situations of businesses in the Project Area will be handled in generally the following respective ways:
 - a) The first tenancy situation is businesses operating in premises acquired by the Master Developer under leases which i) will not expire before the preferred time for demolition for the Project and ii) lack an early termination clause. Unless modified or terminated by agreement with the Master Developer so as to fall within the next subparagraph, these leases will be honored and these businesses will not be displaced by the Project prior to their leases' termination.
 - b) The alternative tenancy situation^c is businesses operating in premises acquired by the Master Developer who are month-to-month tenants or who have leases which either i) will expire before the preferred time for demolition for the Project or ii) give the lessor the right to terminate the lease. Subject to the continuing performance of their respective tenancy obligations, these businesses are expected to be allowed to continue their tenancies and not to be required to vacate prior to June 30, 2006. (See Part IIA regarding notices.)
4. Selection of businesses for relocation into the new Storrs Center will be in the discretion of the Master Developer. With the assistance of a retail consultant, the Master Developer will conduct a two-step process to select business tenants for the new Storrs Center Project. The first step will be selection of the most appropriate and promising

^c A third possible scenario – businesses operated by the owners of premises sold to the Master Developer – appears not to apply to Storrs Center.

businesses for Storrs Center. The second step will be to negotiate, if possible, leases – including location, size of space, rent, occupancy date, etc. – with the selected candidates. The Master Developer’s consultant will contact all tenants who are to be displaced by the Project to inform them of the details of this selection process.

5. All businesses displaced by the Project, even temporarily, who wish relocation assistance will be eligible for, and will be offered by the Partnership, relocation counseling services required by the state URAA and, if applicable, the federal Act, as implemented and supplemented by Part IIB of this Plan, below.

6. All businesses permanently displaced by the Project (within the meaning of the URAA or the federal Act; generally displacement for over a year) will be eligible for monetary compensation for either i) actual moving and other relocation expenses or ii) a lump sum, as described in Part IIC of this Plan.

Part II Relocation Assistance Program

Part II A Relocation Assistance Program Notices

In addition to the notices which the Partnership has already given to businesses operating in the Project Area, after the MDP receives all necessary governmental approvals, the Partnership will give the following written notices to those businesses which will be required to vacate their premises in the Project Area:

1. The first notice shall be given by the Partnership within 30 days after approval of the MDP by the Connecticut Commissioner of Economic and Community Development ("Commissioner"). This notice shall be given to each business operating in the Project Area at the time of such approval, except any business which has no structure or personal property on real property in the Project Area, which vacates its real property in the Project Area without notifying the Partnership, or which has entered into a written agreement to deliver possession of its real property in the Project Area to the Master Developer. This first notice shall include
 - a) the fact that the MDP has received all legal approvals,
 - b) the fact that the business may be eligible for relocation assistance,
 - c) displaced business owners' rights under this Plan, and
 - d) how to contact the Partnership for relocation assistance.

The notice of business owners' rights may be by reference to, and inclusion of a copy of, this Plan, as it may be amended at the time such notice is given.

2. The second notice shall be given by the Partnership at the earliest feasible time after the Partnership learns the date by which the premises need to be vacant. This second notice shall inform the business owner that the business will be required to vacate its premises by a specific date not less than 90 days from the day the business receives such notice. In addition, the second notice shall contain information on the nine items described in Part II B, Relocation Office and Information Program, which follows.

Each of these required notices shall be delivered to the owner of the business, or to the authorized agent of such owner, or mailed by certified mail to the business address or to such other address (which may be an attorney's address) as the business owner instructs the Partnership in writing.

In addition to the foregoing notices, the business or its owner may receive other notices from the owner of the premises (or from the Master Developer, if it is not the owner). However, it is expected that the business or its owner will receive no Notice to Quit for purposes of any Summary Process (eviction) action under Chapter 832 of the Connecticut General Statutes unless and until the business fails to vacate its premises by the date specified in the Partnership's second notice described above.

Part II B Relocation Services

Based primarily on the Partnership's relocation services consultant's analysis of listings of commercial real estate available for lease and purchase, but also on the Partnership's Directors' knowledge of Mansfield and surrounding towns, the Partnership finds that businesses displaced by the Storrs Center Project have reasonable opportunities to be absorbed into commercial spaces available in Mansfield or surrounding towns. The individual characteristics of each business will determine the type of site search required for each business. Businesses with primarily local clientele will require a local search. Businesses which serve, or could serve, the clientele in a larger area will have that area within which to locate suitable commercial vacancies.

Aided by its relocation services consultant, the Partnership will collect, and will maintain on a continuous basis, current information on the availability, costs, and floor size of comparable relocation sites for displaced businesses and non-profit agencies.

Identification of Businesses and their Needs

Upon approval of the Storrs Center Municipal Development Plan and initiation of the project, the Partnership staff and/or its relocation consultant will meet with the owner of each business proposed to be displaced (or the owner's representative) in order to conduct a basic survey. The purpose of the survey will be to identify and document the characteristics of each business and ultimately to determine specifications for a new site. Based upon this information, alternative commercial sites will be identified for and submitted to these businesses.

Relocation Office and Information Program

The Partnership's relocation office will be part of its general office, presently 1244 Storrs Road, Storrs, Connecticut. An informational letter will be delivered by the Partnership to each business in the Storrs Center area at the time of approval of a purchase contract or at the time of exercise of a purchase option agreement with the owner of the property occupied by such business. This letter will include at least the following elements:

- a description of the nature and types of the proposed Storrs Center development activities;
- a map, with clear explanation, showing the boundaries of the project area;
- a statement of the purpose of the business relocation program with a brief summary of the resources available to businesses likely to be displaced;
- a statement that no business lawfully occupying property will be required to move without at least ninety (90) days' written notice;
- notice of the availability of relocation payments, including the types of payments, the general eligibility criteria for non-residential occupants;
- notice that moving before the Project requires moving might make businesses ineligible for benefits;

- encouragement to site occupants to contact the Partnership's relocation consultant, to visit the Partnership offices, to cooperate with the Partnership's consultant and staff, to seek their own relocation accommodations, and to notify the Partnership prior to their move;
- a statement that the Partnership will provide assistance to businesses in obtaining locations of their choice; the Master Developer's eviction policy (set forth below); and
- the contact information and hours of the Partnership Office and of the Partnership's relocation consultant.

The Partnership's consultant or staff will periodically visit or call businesses likely to be displaced in order to assist them regarding relocation. These consultations will keep up to date the information gathered in earlier discussions, correspondence and surveys, and will enable the Partnership and these businesses to exchange information on new listings, listings which the relocating business finds unsuitable, and other opportunities or concerns.

Information on Relocation Sites and Referrals

General data: Aided by its relocation consultant, the Partnership will continuously collect current information on the availability, costs and floor size of comparable relocation sites. It will do this through a periodic review of all advertised commercial vacancies, direct appeals through agents, internet and other public databases, and the news media.

Storrs Center business data: Information gathered by the Partnership on each business concern ("client") located in the Project Area shall relate to the client's prospective relocation, including business type, space occupied, building characteristics, number of employees, special fixtures, etc. The Partnership will keep a separate record for each client. Data, notes and correspondence will be compiled and retained by the Partnership in the client's record and shall be retained as long as necessary for local, state or federal audits or inspections as to the Partnership's compliance with law. Additional interviews before relocation will update the information gathered in the original surveys, and will be more detailed in regard to the specific situation and relocation factors of each business to be relocated. Interviews for properties currently under option or contract will be conducted upon a decision to acquire those properties and notification to property owners.

Economic Information: As often as the Partnership deems necessary, the Partnership will investigate and update economic data relevant to assisting businesses to relocate successfully, including relevant economic and demographic trends.

Listings: The Partnership will maintain an up-to-date file of known and potential commercial vacancies and sites for referral to relocating businesses. These listings will include available information concerning each potential location and the relevant results of whatever economic studies may be available. To the greatest extent possible, the region's commercial brokerage industry will be utilized to identify suitable and acceptable new sites and to place relocating Storrs Center businesses in them.

Referrals: Through staff, its relocation consultant, or brokers, the Partnership will notify relocating businesses of available locations which are comparable and suitable by providing them with copies of the relevant listing sheets and related documents (copies of which shall be kept in the client's record). The Partnership will also assist, through consultation with the businesses being displaced, in other considerations or discussions of sites. (The Partnership will avoid involvement in or interference with the relocating business's daily operation or its decisions.)

Part II C Relocation Payments

Eligibility

Relocation payments will be made to all eligible project area occupants under the provisions of the Connecticut URAA and, to the extent it applies, the federal Act in accordance with the policies, procedures and requirements contained in this Plan. The Partnership will be responsible for determining the eligibility of a claim for, and the amount of, payments in accordance with State regulations and relocation procedures. See Part IID regarding termination of relocation assistance.

What is compensable?

Eligible businesses may choose to claim either 1) reimbursement for actual moving and related expenses, personal property loss and dislocation allowances as stipulated by Section 8-268(a) of the Connecticut General Statutes or 2) the business may elect a fixed payment in lieu of moving expenses. The fixed payment in lieu of moving expenses will not exceed \$10,000, as stipulated by Section 8-268(c) of the Connecticut General Statutes. (If federal funding for the Project is received, the federal Act limit of \$20,000 will apply.)

Moving Expenses

Businesses which are displaced by the Project and which relocate shall be entitled to payment of their actual, reasonable and necessary moving expenses, including expenses the Partnership determines are reasonably related to moving. Examples of expenses which, if documented, reasonable and necessary, may be reimbursable include, but are not limited to, the following:

- professional mover charges (or low bid equivalent in the case of a self-move);
- equipment rental (not to exceed a commercial mover's low bid for moving using equivalent equipment);
- loss or replacement of advertising signs (based on actual cost);
- costs of disconnecting, dismantling, removing, reassembling and reinstalling of equipment and fixtures;
- reestablishment expenses at the new premises not to exceed \$10,000;
- costs of storage not to exceed 6 months;

- premiums for insurance against loss or damage of personal property in the moving process, including relocation-related storage;
- uninsured loss of property due to damage or theft in the moving process, provided the relocating business's officers and employees were not negligent or otherwise at fault;
- costs of identifying and investigating new premises, not to exceed \$500;
- costs and fees of necessary utility connections (except capital improvements to real property owned by the Claimant).

Fixed Payment Where Relocation Not Feasible

A displaced business may elect to choose a fixed payment, provided and limited by the URAA or the federal Act, as applicable, in lieu of the payments for actual, reasonable and necessary moving and related expenses if the Partnership determines that the following conditions exist:

1. The business owns or rents personal property which must be moved due to displacement, for which there would be moving expense, and the business is actually displaced;
2. The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings);
3. The business is not operated at the displacement site solely for the purpose of renting space to others; and
4. The business contributed materially to the income of the displaced person during the two (2) taxable years prior to displacement.
5. The business is not part of a commercial enterprise having at least one other establishment in the same or similar business which is not being acquired.

Such fixed payment shall equal the average annual net earnings of the business, computed according to applicable law, but not less than \$2,500 nor more than \$10,000 (provided that, if federal funds are obtained, the cap will be \$20,000 and the minimum will be \$1,000).

Claims

Claims to the Partnership for relocation payments shall be in writing and signed by the client or the client's authorized officer or agent. The Partnership will prepare and provide free forms for making claims for relocation payments. Documents supporting the claim shall be submitted with each claim. The Partnership shall determine the sufficiency of the documentation as to each expense and may require the client to provide different or additional proof of any expense. Generally, undocumented or inadequately documented expenses will not be compensated. However, in unusual circumstances, the Partnership may accept any evidence of an expense which is reasonable under those circumstances. (For example, if a receipt has been

lost or destroyed and cannot readily be replaced, the Partnership may accept an affidavit as proof of the expense which was the subject of the receipt.)

Assistance in Making Claims

Upon request, the Partnership staff will provide free assistance in the preparation of claims to the Partnership for relocation payments.

Time Limit for Submission of Claims

Written claims for relocation payments must be submitted by the business owner, signed by such owner or the business's authorized representative, within twelve (12) months of the date of approval of the MDP by the Commissioner or the date Claimant vacates the real property it occupied in the Project Area, whichever is later. If any claim is incomplete, lacks all necessary supporting documentation, or is otherwise defective, the Partnership will inform the Claimant of that fact and the Claimant may amend or supplement the Claim within 15 days after receiving notice of such defect. An extension of time to file a claim or to amend or supplement a claim, if requested in writing, may be granted by the Partnership if the Partnership's relocation staff or agent is satisfied that there is good reason for such extension.

Payment of Claims

All relocation payments will be made to eligible claimants in accordance with this Plan, the URAA and, to the extent it applies, the federal Act. A payment will be made by the Partnership as promptly as possible after a claimant's claim is filed and his eligibility and amount of compensation has been determined. Advance payments may be made in hardship cases if the Partnership determines such advances to be appropriate.

Relocation Payments Not Subject to Income Tax

Federal and state regulations provide that relocation payments are not to be considered as income for income tax purposes or for determining eligibility or extent of eligibility of a person under the Social Security Act or any other federal law.

Set-Off Against Compensation

If an eligible claimant has any unpaid financial obligation to the Partnership, the Partnership may set off these obligations against the claimant's relocation payments.

Review and Appeals

A Claimant may seek review by the Partnership in either of two ways if he believes that, in reviewing his claim, the Partnership's relocation staff has erred in any of the following ways:

- failed to determine that the person qualifies, or has ceased to qualify, for relocation assistance;
- failed properly to determine the amount of the relocation payment to which the Claimant is entitled under the law and this Relocation Plan; or
- unreasonably failed to extend the time limit for the filing of a claim or an appeal.

First, the Claimant may, within thirty (30) days of receiving the written decision of the Partnership staff which the Claimant believes is erroneous or improper, request in writing that the Executive Director of the Partnership review the Claim. Provided the Claimant includes in the request the reason or reasons for it, the Executive Director shall review the Claim promptly. The Executive Director's decision shall be in writing. The Executive Director may approve the staff decision, modify it (including, if the Executive Director deems necessary, to the disadvantage of the Claimant), or instruct the staff to reconsider the Claim. The Partnership shall mail a copy of the decision to the Claimant within five (5) business days of its signature by the Executive Director. If the Executive Director approves the staff decision, or modifies it in a manner to which the Claimant objects, the Claimant's right to appeal shall remain.

Second, the Claimant may, in writing received at the Partnership office within one month of receiving the written decision of the Partnership staff (or the Executive Director) which the Claimant believes is erroneous or improper, appeal the decision to a Committee of the Board of Directors of the Partnership established to consider such appeals. (The Board of Directors may in any case decide to consider an appeal as a Committee of the Whole.) That Partnership Committee will consider a written appeal regardless of form, give the Claimant a reasonable opportunity to explain personally or by an attorney why the decision appealed from is erroneous or improper, and promptly review the Claim in accordance with applicable law, regulations and this Plan. The Committee may approve the staff (or Executive Director's) decision or modify it (including, if the Committee deems necessary, to the disadvantage of the Claimant) and shall issue the final decision of the Partnership. The Claimant shall be given prompt written notice of the Committee's decision.

If the Claimant has appealed to the Partnership Committee and that Committee approves the staff or Executive Director decision, or modifies such decision in a manner to which the Claimant objects, the Claimant may appeal the Partnership's decision to the Relocation Assistance Appeals Board established pursuant to Title 8, Section 8-273-1, of the Regulations of Connecticut State Agencies. This review is initiated by sending a written request to the Appeals Board c/o Connecticut DECD, 505 Hudson Street, Hartford, CT 06106 within 30 days after receipt of the Partnership Committee's decision.

In any claim to the Partnership or appeal to the Appeals Board, claimants have the right to be represented by a lawyer or other advisor.

A Claimant may appeal the decision by the Relocation Assistance Advisory Board to the Connecticut Superior Court under the Connecticut Uniform Administrative Procedures Act.

Questions concerning these procedures should be directed to the Mansfield Downtown Partnership, 860-429-2740; email relocationaid@mansfieldct.org, 1244 Storrs Road, P.O. Box 513, Storrs, CT 06268.

Part II D Cessation of Relocation Advisory Assistance

The Partnership will provide relocation assistance until the Partnership determines permanent relocation is complete and all relocation payments have been made. However, the Partnership's relocation advisory assistance will cease if (but only so long as) the business being displaced refuses to accept one of at least two available alternative locations that the Partnership deems well suited to the business. In the case of continuous refusal to admit a relocation interviewer who attempts to provide assistance, and who visits the business at reasonably convenient times after giving reasonable notice of the intention to visit, the Partnership shall take reasonable steps to notify the business before ceasing advisory assistance.

To be eligible for assistance preparing relocation claims, a business must reasonably cooperate with the Partnership. If a business or business owner a) refuses on two or more occasions to meet with a representative of the Partnership at a mutually convenient date, time and place concerning the business's relocation needs or b) refuses on two or more occasions to accept the Partnership's claim preparation or other relocation assistance, or c) rejects two or more alternative locations identified by the Partnership as reasonably meeting the business's relocation needs, the business or business owner shall be deemed to have waived its right to relocation claim preparation assistance and such assistance shall cease. Except the requirements in Part IIC for timely and complete Claims, nothing in this Plan creates any condition to eligible businesses' entitlement to relocation compensation benefits under the URAA or the federal Act.

Part III Eviction Policy

Tenants in the Project Area will be evicted only as a last resort. The Master Developer has agreed not to evict any tenant whose occupancy was originally under a lease (even if the lease has expired) except for the following reasons:

- Where there is a tenancy at will, a tenancy at sufferance, or a month-to-month lease or occupancy agreement, failure of the tenant to vacate the premises by the vacancy date set forth in the Partnership's second notice, described in Part II A of this Relocation Plan;
- Failure to pay rent in a timely manner (the amount of rent being subject to increase to fair market rent in any case where a tenant's lease has expired);
- Violations of the terms or conditions of the lease or occupancy agreement, other than rent, such as would ordinarily justify eviction.

Nothing in this Relocation Plan affects in any way the right of the landlords or lessors of businesses in the Storrs Center Project area to give such businesses, or business owners, notices of any kind, or to take such action as they see fit, with one exception. That exception is that, if the Master Developer is landlord or lessor of a business and the Master Developer increases the business's rent to an amount which the business owner claims is higher than fair market rent, the

business owner shall have the following special rights: a) to elect, by written notice given to the Partnership and the Master Developer, that the rent increase notice be treated as an eviction notice, b) to receive from the Partnership, within five (5) business days of the Partnership's receipt of notice of such election, the "second notice" provided in Part IIA(2) of this Plan, and c) to have such rent increase not take effect until the 91st day after the business owner receives such "second notice", if the business has not vacated by then.

Eviction in no way affects the eligibility of displaced businesses for relocation assistance or payments. However, relocation compensation shall not include costs due to eviction that could reasonably, in the Partnership's judgment, have been avoided by the business.

Part IV Relocation Assistance Records and Reports

The Partnership will keep up-to-date, separate client records on the relocation needs of, contacts with, services to, and relocation of each displaced business in the Project Area, including copies of all documents provided to the client by the Partnership or its relocation consultant. These records shall be retained for state, federal or town inspection and audit for a period of five (5) years following completion of the relocation payment program or completion of the Project, whichever is later, PROVIDED confidential business information provided to the Partnership as part of the Partnership's relocation assistance (other than claim for compensation) will be kept confidential to the maximum extent permitted by law, and will be returned to the business, or destroyed, upon written request by the business that provided it.

The Partnership will maintain in each client's record complete and proper documentation supporting the determination made with respect to that client's claim. The determination of claims will be made or approved by the Partnership, or a duly authorized designee.

Part V Business Relocation Program Costs

The total budget to relocate 19 businesses from the project area is estimated at \$560,000, of which approximately \$370,000 is for eligible moving expenses and \$190,000 is for reestablishment expenses. This figure does not include the Partnership's relocation consultant's fees or other costs of program administration. The Partnership will also budget a reasonable, additional contingency account for possible claims for direct, uninsured losses of personal property in the moving process. Funding for the relocation program shall coincide with the phasing of the acquisition of properties.

The Partnership will investigate and pursue potential state funding assistance for relocation, as well as the process for applying for such funding.

Appendix A:

The state policy is set forth at Conn. Gen. Stat. §8-266:

“[A] uniform policy for the fair and equitable treatment of persons displaced by... improvements conducted pursuant to governmental supervision. Such policy shall be uniform as to (1) relocation payments, (2) advisory assistance, ... and (4) state reimbursement for local relocation payments under state assisted and local programs.”

The Commissioner of the Department of Economic and Community Development is authorized to establish, for non-transportation projects, regulations and procedures necessary to assure (1) that the relocation assistance is administered in a manner which is fair and reasonable, and as uniform as practicable;

(2) that displaced persons who make proper application for a payment are paid promptly after a move or, in hardship cases, in advance; and

(3) that any person aggrieved by a determination as to eligibility for, or the amount of, a payment may have his application reviewed by the Commissioner of Economic and Community Development.

See Conn. Gen. Stat. §8-273(b)(1)-(b)(3). See also, Regulations of Connecticut State Agencies §§8-273-1 through 8-273-45. (Though the last four of these, §§8-273-42 through 8-273-45, apply specifically to the State Department of Transportation, the Partnership believes they provide guidance to the Project.)

Appendix B:

42 U.S. Code §4621...

(b) Policy This subchapter establishes a uniform policy for the fair and equitable treatment of persons displaced as a direct result of programs or projects undertaken ... with Federal financial assistance. The primary purpose of this subchapter is to ensure that such persons shall not suffer disproportionate injuries as a result of programs and projects designed for the benefit of the public as a whole and to minimize the hardship of displacement on such persons.

(c) Congressional intent It is the intent of Congress that –

- (1) Federal agencies shall carry out this subchapter in a manner which minimizes waste, fraud, and mismanagement and reduces unnecessary administrative costs borne by States and State agencies in providing relocation assistance;
- (2) uniform procedures for the administration of relocation assistance shall, to the maximum extent feasible, assure that the unique circumstances of any displaced person are taken into account and that persons in essentially similar circumstances are accorded equal treatment under this chapter;...
- (4) the policies and procedures of this chapter will be administered in a manner ... which assures all persons their rights under title VIII of the Act of April 11, 1968 (Public Law 90-284), commonly known as the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

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COMMUNITY ENERGY

An Iberdrola Renewables Company

Item #27

June 30, 2008

Thank you for making a difference!

On behalf of Community Energy, an IBERDROLA RENEWABLES Company, we thank you for your commitment to clean, renewable energy. Enclosed you will find your annual Renewable Energy Certificate for your 2007 purchase. This certificate verifies the total megawatt-hours (MWh) of renewable energy delivered into the United States electricity grid on your behalf.

Building new wind farms would not be possible without you.

Looking back on just a few of our accomplishments in 2007, we want to thank you for making it a great success!

- 130,000 customers were responsible for the delivery of 505,000 MWh of renewable energy into the United States electric grid this year – the equivalent of taking 65,000 cars of the road.
- The completed construction and dedication of the Locust Ridge Wind Farm in Central Pennsylvania and the ongoing development of new projects in Illinois, New Hampshire, New York, and Iowa.
- Customer enthusiasm has made our new wind logo product labeling program increase awareness about wind power.

What's new in 2008.

With an IBERDROLA RENEWABLES total U.S. pipeline of 22,000 megawatts of wind energy under various stages of development, this year has already been very exciting. Stay tuned for upcoming announcements and invitations to our latest wind farm dedications! We are also pleased to announce that Community Energy recently became one of the first certified carbon offset providers under the new Green-e Climate program. We look forward to exploring this product option with you. And finally, we also developed our first ever Green Power Supply & Demand report, which should be on its way to your mailbox shortly.

We want to hear from you!

Enclosed is a brief survey. We hope you will take a few moments to share your thoughts with us. We greatly appreciate and value your feedback. In the meantime, please do not hesitate to contact us with any questions. Thank you again for your clean energy leadership. We look forward to supplying you with clean energy for years to come!

Sincerely,

Brent Alderfer
Executive Vice President

RENEWABLE ENERGY CERTIFICATE

In satisfaction of 2007 purchases, this certificate verifies that wind generated electricity in the amount below was produced and delivered pursuant to the general attribute tracking rules administered by the PJM Interconnection of the United States and further warrants that the Renewable Electricity Attributes to the extent such attributes exist or arise from and for such wind generated electricity have been or will be permanently retired on behalf of:

Town of Mansfield

The Renewable Electricity Attributes in Community Energy, Inc.'s portfolio of supply includes the Somerset, Mill Run, Mountaineer, Waymart, Mendotta Hills, Crescent Ridge, and Jersey Atlantic Wind Farm. In witness whereof, Community Energy, Inc. has caused this certificate to be signed and sealed by its authorized agent.

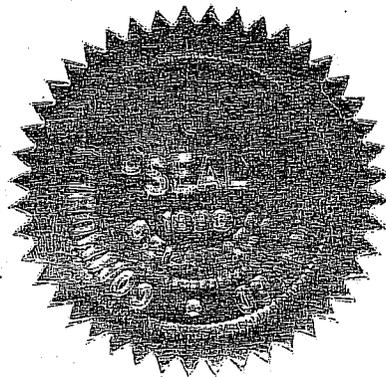


**COMMUNITY
ENERGY**

An Iberdrola Renewables Company



R. Brent Alderfer
Executive Vice President



Certificate No.
219-08

Purchase Amount
180 MWh

Purchase Period
January – December, 2007

STATE OF CONNECTICUT
HOUSE OF REPRESENTATIVES



CHRISTOPHER G. DONOVAN
MAJORITY LEADER

July 8, 2008

Matthew Hart
Audrey P Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

Dear Matthew,

Thank you for attending the Ad-Hoc Committee on Municipal Healthcare regarding the Connecticut Healthcare Partnership. Together we designed a program that would have provided quality healthcare to residents by opening the state employee pool. Your feedback was invaluable in refining this important piece of legislation which gives access to good healthcare that costs less.

Our bill had overwhelming support and passed both the House and the Senate. Unfortunately, no Republican voted for it and Governor Rell chose to veto the bill. We hope to revisit this issue in the 2009 legislative session.

We appreciate your input and look forward to working with you again. Quality healthcare is something we all care about, and a goal we will continue to strive for. Please feel free to contact my office with any further questions or suggestions.

Sincerely,

A handwritten signature in black ink that reads "Christopher G. Donovan".

Christopher G. Donovan
House Majority Leader

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To the Council
From Howard Raphaelson
July 23, 2008

Report to the Parks and Recreation Advisory Committee on Community Center
Consultant Report

I reviewed the report carefully, and am disappointed to find little of value. At least in part, this is the result of an apparent neglect of the difference between a Community Center and a for profit exercise enterprise. The report may be viewed in three categories.

1. A review of present policies, practices and reports, with recommendations that they be instituted. This is rather strange, and of no value.
2. Suggestions that seem to be minor variations on present practices, with no clear advantage to be gained, and no good explanation of why such changes would be an improvement.
3. Comments that seem to be inappropriate to our Community Center vision. While the report frequently points out that the difference between our Community Center and for-profit facilities makes many comparisons impossible, it makes the comparisons just the same.

A careful reading of the report may lead you to conclusions similar to mine. I will give you some examples.

The recommendation was made for additional reports. The reports described seem to be those currently in use.

The report recommends limiting the three month membership, apparently to "trap" members for a longer time, while also recommending that after the first year memberships shift to month-to-month, which would do the opposite.

"Aggressively build the Corporate Membership effort". There are limited opportunities in our area, due to the dearth of corporations with significant employee numbers. Despite the recommendation, the body of the report applauds the current effort.

While acknowledging increased competitive pressure in the body of the report, he recommends instituting an enrollment fee for new memberships.

In several areas, the report compares our fees with "IHRSA - Medium price -". He probably means "median" but the comparisons are meaningless anyway, since our local competition is priced substantially lower than the numbers he used.

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July 19, 2008
143 Hanks Hill Road
Storrs, CT 06268

Mayor Elizabeth C. Paterson
Audrey P. Beck Municipal Building
4 South Eagleville Road
Storrs/Mansfield, CT 06268

Dear Mayor Paterson,

As Charter Members of the Mansfield Community Center, and continuing members who make regular use of the MCC, we are writing to express our serious concerns about the ill-advised action that has been taken in regard to extending special financial benefits to the Riverside Athletic Club and to its members. This is clearly a major reduction in current membership costs for them; but, even more distressing, is Curt Vincente's comment that those members, who are probably largely non-residents, will also be able to renew, we hope not on a long-term basis, at half of the cost that current members pay. We personally know several low-income, single parent Mansfield residents who have been members since the MCC opened and have to struggle to pay their fees. Surely they are more deserving of this kind of discount than the members of the RAC. How about some "outrageous specials" for Mansfield residents?

We are equally concerned about the cavalier fashion in which the decision was made and that, in large part, the MCC is helping to bail out a troubled, and unlicensed, health club that is located in another town. It seems to indicate that if there are other failing health clubs in Mansfield, or adjacent towns, the MCC is likely to see that as an opportunity to help solve their financial problems. That, it seems, to us is by no means the solution to the MCC's current financial difficulties and it suggests that the Center's current marketing consultant may not understand the problems. Based on personal observation over a period of time we would suggest that there are clearly other ways in which money could be saved. There is obviously a substantial waste of paper generated by the overproduction of flyers, schedules, and other announcements; and adjustments in staffing patterns and schedules, even on a seasonal basis, may be warranted.

Given the issues that this decision has created, we certainly hope that the Town Council does not follow Bruce Clouette's suggestion that the Center's membership fees be set by the staff without approval by the Council. Until the MCC is self-sufficient, the Town Council should be paying more, not less, attention to its operation.

Sincerely yours,

Nora B. Stevens
Norman D. Stevens

cc: Town Council
C. Vincente

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Market Talk

STORRS FARMERS MARKET



Storrs Farmers Market Opens 14th Season

Crisp lettuce, juicy tomatoes, sweet strawberries. Hungry yet? Storrs Farmers Market is open to satisfy your hunger for fresh, local produce, meats, and baked goods. Current offerings include maple syrup, honey and honey comb, leafy greens, sauces and jams, heirloom apples, herbs, meats, goat cheese, baked goods, and silver jewelry. Our vendors also have a variety of perennials, herbs, and plants for your home garden.

Storrs Farmers Market is open every Saturday from 3:00 — 6:00 pm until November 22. Located in the side parking lot of E.O.

Smith High School, the Market is within walking distance of the Mansfield Community Center, UConn, and the WRTD bus stop at Town Hall. This convenient source of premium local produce is open rain or shine.

In its 14th season, Storrs Farmers Market is a Mansfield tradition. There are over twenty local vendors this year. Because everything sold at the Market is Connecticut Grown, the offerings change as the season turns. So, stop by often to see what's fresh!



Open every Saturday until
November 22

3:00 — 6:00 pm

Rain or Shine!

In the
E.O. Smith Parking Lot
Along Route 195

Did you know?

- ◆ Everything sold at Storrs Farmers Market is locally grown & produced
- ◆ The average distance from farm to Market is just 17 miles
- ◆ Anyone can participate by volunteering as a Market Master

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Volume 1, Issue 1

June 2008

Become a Market Master!

Market Masters are an essential part of Storrs Farmers Market. These volunteers help the vendors set up, coordinate events, and announce the opening of the Market:

Market Masters generally sign up for one Saturday a month, but of course,

scheduling is flexible.

A large part of the Masters' responsibilities is to arrive at the site at 2:15 pm to block off the vendor spaces. Once the vendors begin arriving, the Master on duty will assist with set-up. The Master also will place the yellow tape to

prevent vehicle access to the site.

If you are interested in becoming a Market Master, or if you would like the full list of Master responsibilities, please email George at gbailey@ctbaileys.org.

What is CT Grown?



You may have noticed the logo to the left around Storrs Farmers Market. You may even have seen it on roadside signs pointing out local farms. But, what does "CT Grown" mean?

CT Grown was created in 1986 by the Connecticut Department of Agriculture to promote the state's farms and farmers markets.

According to its website (www.ctgrown.gov), the program has four key objectives:

- To "[pinpoint] Connecticut's agricultural strengths with re-

spect to its economy and geographic location"

- To "increase the consumer awareness by using the "CT Grown" logo; [establish] a meaning and substance of the CT Grown program."

- To "[educate] and [inform] consumers concerning Connecticut farm products and methods of production"

- To "[establish] criteria and information aimed at enabling existing agribusiness to expand their operations."

For Storrs Farmers Market and

other such markets, this translates into assistance in promoting market offerings and supply of materials such as signage. The CT Grown program is not limited to assisting farmers markets. Its broad scope includes specific programs for apples, seafood, and vineyards as well as programs to encourage both children and adults to enjoy Connecticut grown fruits and vegetables. CT Grown continues to create new programs to support Connecticut agriculture.

First Cooking Demo a Tasty Success

Storrs Farmers Market hosted its first cooking demonstration on April 17th.

Chef Lisa Charbonneau, from the University of Connecticut Department of Dining Services, led the cooking demonstration. She prepared Maple Chipotle Chicken Wings and a spring salad dressed with maple vinaigrette. For the salad, Chef Charbonneau used greens from Tobacco Road Farm, and for both recipes, she used Bailey's Maple Syrup. Both Tobacco Road Farm and Bailey's Maple Syrup are vendors at Storrs Farmers Market.

The windy weather did not deter Market customers or discourage the chef. The salad

was quite a hit while everyone eagerly awaited the wings. Chef Charbonneau explained that she had thoroughly cooked the chicken earlier so that they would only need to be reheated on site. The vinaigrette and dressing for the wings she made fresh from scratch as a group of hungry Market enthusiasts looked on.

Chef Charbonneau has been at UConn for five years. In her time at UConn, she has won four gold medals in the recipe competition and three gold medals in the Boiling Point Competition. She has also received a gold medal at the National Association for College and University Food Services (NACUFS) regional competition. Prior to her arrival at UConn, she worked at

HealthSouth in Massachusetts and at Bertucci's.

After sampling the items prepared by Chef Charbonneau, Market attendees found the key ingredients right at the Market. Storrs Farmers Market plans to host several cooking demonstrations over the course of the season. Stop by the Market table to sign up for email updates and notice of upcoming events.



A salad of spring greens and maple vinaigrette (above).

Chef Charbonneau explains the cooking process to hungry Market visitors (below).



Buying Local...and Helping the Environment, Too

Have you ever thought about the impact our food choices make on the environment? In many ways, the food we choose to fill our plates has direct effects on our environment.

A good example of this connection is the distance that typical food items travel from the farm to the supermarket. In the U.S., food travels an average of 1,500 miles from the farm to the supermarket. Conversely, the average distance from farm to Storrs Farmers Market is just 17 miles.

The difference in distance traveled is even more striking when one looks at specific products. The USDA lists California, Florida, and Washington as the top three leading

producers of vegetables and fruits and nuts in 2006. (USDA figures include fruits and nuts in one category.) Apples, for example, grown in Washington and sold in Connecticut, must travel over 2,700 miles. Apples from 18th Century Purity Farm in Mousup or Horse Listeners Orchard in Ashford travel only 27 and 7 miles, respectively.

When one considers the amount of fuel burned and emissions released in the effort of transporting food these distances, the environmental impact starts to become clear. According to Drew Kodjak of the National Commission on Energy Policy; in 2004, the average tractor trailer received 5.3 miles per gallon.

Using this number, transporting

apples from Grant County (the top agriculture producing county in WA), an astonishing 525 gallons of fuel are needed.

None of the Storrs Farmers Market vendors use tractor trailers to transport their products. But, if a vendor's vehicle receives 15 mpg and s/he travels the average 17 miles to Market, just over a gallon of gasoline is needed.

The significant savings in fuel used translates into fewer emissions and decreased dependency on non-renewable resources. So, the next time you are browsing the tents, you can feel good knowing your search for delicious, local food is helping your environment, too!



In the U.S., our food travels an average of 1,500 miles to reach our plates.

What's In Season

The following information is from the Connecticut Department of Agriculture website (www.ctgrown.gov):

- Broccoli (through mid October)
- Cabbage (through mid October)
- Cauliflower (through mid July)
- Greens (through November)
- Herbs (through October)
- Lettuce (through October)
- Mushrooms (year-round)
- Spinach (through mid-July)
- Strawberries (through early July)

Not all of these crops are available at Storrs Farmers Market, but there are many more items available at the market right now.

If you have a question about when your favorite fruit or veggie will be available, do not hesitate to ask our vendors. Not only do our vendors bring a variety of items to the Market each week, they are very knowledgeable about Connecticut agriculture in general and may be able to tell you where you can find items not available at Storrs Farmers Market.

These items are always ready at Storrs Farmers Market:

- Grass-fed beef
- Eggs
- Maple syrup
- Honey
- Pies
- Breads

- French pastries
- Goat cheese
- Marinated mushrooms
- Coated cashews
- Jams
- Sauces
- Handmade soap
- Handmade silver jewelry



Strawberries are now in season!

Focus on the Farmer: Meet our 2008 vendors!



Fun with Flowers!

Storrs Regional FFA (above) is a new vendor this season, as is Norm's Best: Marinated Mushrooms & Coated Cashews



Bailey's Maple Syrup and Honey — Storrs
Maple syrup products

Beltane Farm — Lebanon

Goats milk products

Breezy Heights Farm — Storrs

Vegetables, herbs, flowers

The Bread Basket Hillyer's Homemade — Willington

Fruit pies, breads

Culinary Expressions Catering — Willimantic
Baked goods

Dondero Orchards — South Glastonbury
Fruits

Four Mile River Farm — South Lyme
Grass-fed beef and pork

Horse Listeners Orchard — Ashford
Fruits, vegetables, berries

Killam & Bassette Farmstead — South Glastonbury

Fruits, vegetables, berries

La Petite France — Stafford Springs
French bread and pastries

Mathews Farm — Storrs
Blueberries

Mischief Bouquets — Hartford
Cut flowers

Nature's Edge Farm — Canterbury
Soap and herbs

Norm's Best — Putnam

Marinated mushrooms and coated cashews

Robin Blomstrann & Anne Greineder — Storrs

Silver jewelry

Rock Spring Farm — Hampton

Eggs, honey, vegetables

Sean Patrick's Plants — Ashford
Plants

Stonewall Apiary — Hanover
Honey and bee products

Storrs Regional FFA — Storrs
Plants

Tobacco Road Farm — Lebanon

Pesticide-free vegetables and greens

Twilight Stone Farm — Stafford Springs
Perennials

UConn EcoGarden Club — Storrs
Organic vegetables

18th Century Purity Farm — Moosup
Heirloom fruits and vegetables

Featured Recipe: Strawberry Soup

Here's a simple recipe for a hot summer day!

Cold Strawberry Soup

Ingredients:

- 2 1/2 cups sliced strawberries
- 2 cups plain yogurt
- 1/2 cup apple juice
- 3 to 4 tablespoons honey

Blend all ingredients in a blender and serve.

Makes 3 to 4 servings.

For more recipe ideas, stop by the Market table. Drop off copies of your favorite recipes and pick up new ones from fellow Market supporters.

If you have a recipe idea to share in the next issue of *Market Talk*, please email it to StorrsFarmersMarket@gmail.com

