



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, August 11, 2008
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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EXECUTIVE SESSION

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| 37. Personnel | |
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REGULAR MEETING-MANSFIELD TOWN COUNCIL
July 28, 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 (arrived 7:35 p.m.), Koehn, Nesbitt, Paterson, Schaefer
Absent: Blair, Paulhus

II. APPROVAL OF MINUTES

Mr. Clouette moved and Ms. Duffy seconded a motion to approve the June 26, 2008 minutes of the special meeting. The motion passed with all in favor except Mr. Nesbitt and Mr. Schaefer who abstained. Mr. Clouette moved and Ms. Duffy seconded to approve the minutes of the July 14, 2008 meeting with one correction. The motion passed with all in favor except Mr. Nesbitt who abstained.

III. MOMENT OF SILENCE

Mayor Paterson requested a moment of silence in honor off and respect for our troops around the world. The Mayor also asked those present to remember in their thoughts two young people from our community who passed away over the last few days. She commended the community for the support shown for Dan Nadeau's family and expressed support for those close to Sandy Tyler.

Assistant to the Town Manager, Maria Capriola, introduced the newly appointed resident State Trooper Sgt. James Kodzis.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Howard Raphaelson, Timber Drive, a member of the Parks and Recreation Advisory Board spoke to his review of the consultant's report on the Mansfield Community Center (Item 29). He believes the recommendations of the report do not follow the data and urged the Council not to put the Community Center in a worse position by following the recommendations if they are not accurate.

Mayor Paterson suggested Mr. Raphaelson speak to the Town Manager to discuss his concerns and the Council could review his concerns at a future meeting..

Sharry Goldman, Browns Road, asked the Council to constantly discern whether the comments they hear from the public are representative of a single person or many citizens. She stated that as an elected official this is one of the hardest parts of the job. Ms. Goldman also reviewed the history of the evolution of the Community Center over the last 14 years and emphasized that the Council in consultation with the community included areas that would not pay for themselves. She urged the Council not to continue to revisit decisions already made.

Mayor Paterson read into the record a letter in support of the Community Center from Kimberly Ewalt (attached).

Mike Sikoski, Wildwood Road, expressed his disagreement with Ms. Goldman's remarks commenting that the referendum on the Community Center was close and the project was presented as being self-supporting. Mr. Sikoski spoke in favor of the two public comment sessions recommended in the Council's Rules of Procedure and suggested that while he is not against "feel good" issues he feels they should be at another time.

Michael Spottiswoode, Olson Drive, spoke in support of the learning and social opportunities the Community Center offers. He commented that these benefits are not reflected in the data, but their effects are immeasurable.

Betty Wassmundt, Old Turnpike Road, requested the Council open the swimming facility at the Community Center to all citizens of the Town for the rest of the summer. Ms. Wassmundt is concerned about the class of citizens who support the Community Center with their tax dollars but cannot afford to join. She will address her concerns regarding the letter from Attorney L. Cole-Chu regarding the Storrs Center Project relocation responsibilities of the Town of Mansfield with the Town Manger (Item 26).

Mr. Clouette requested clarification regarding when letters or emails received by Council members are read into the record and when they are included as correspondence in the next packet. The Council will discuss this issue under Item 8, Town Council Rules of Procedures.

V. NEW BUSINESS

1. Assisted/Independent Living Project

Assistant to the Town Manager, Maria Capriola, introduced representatives of Masonicare who presented information on their company's history, described their current projects and outlined their Mansfield Senior Community Concept Plan for continuum care. The company will soon begin their market research study and site reviews. They asked the Town to appoint a contact person. Mayor Paterson indicated the contact person would be Director of Human Services Kevin Grunwald who would report to the Town Manager as appropriate. Council members asked about timetables, possible sites, water usage and union workers. The company is looking at a number of sites in Town and representatives reported it would take about two years to begin phase I. Members urged the company to locate the facility near public services and be cognizant of the water issues in Town.

The Town Council discussed their role in the development of the project. At a previous meeting the Council decided to hear from only the company recommended by the Assisted/Independent Living Advisory Committee. Kevin Grunwald, Director of Human Services, outlined the steps the advisory committee took and reiterated that the Brecht study determined the need for a combination of assisted and independent living units. The majority of members agreed it was not necessary to hear from United Methodist Homes, the other applicant.

2. Community/Campus Relations

Ms. Capriola reviewed the steps being taken in preparation for the new school year. These steps include meeting with landlords, community visits and staff training on the implementation of Town ordinances. Mr. Haddad suggested that before the students return to school, the University should coordinate with the Mansfield Registrars of Voters to determine the best way to facilitate the increase in voters this year. Mayor Paterson suggested the issue be referred to the Campus Community Partnership.

3. Community Water and Wastewater issues

No report

4. Appointment of Special Legal Counsel

Mr. Clouette moved and Mr. Schaefer seconded to defer this issue until the next meeting. Motion passed unanimously.

VI. NEW BUSINESS

5. Memorandum of Agreement between State of Connecticut Town of Mansfield for FY 2007 State Homeland Security Grant Funds and Blanket Authorizing Resolution.

Mr. Schaefer moved and Mr. Nesbitt seconded to approve the following resolution:

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.

Motion passed unanimously.

Mr. Schaefer moved and Mr. Nesbitt seconded to approve the following resolution:

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.
(Memorandum of Agreement attached)

Motion passed unanimously.

6. Emergency Management Performance Grant

Ms. Koehn moved and Mr. Nesbitt seconded to approve the following resolution:

Resolved, That the Town Manager, Matthew W. Hart, is hereby authorized to act on 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.

Motion passed unanimously.

7. FY 2008/2009 Budget Transfers

Mr. Schaefer, chair of the Finance Committee moved the following resolution:

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

(Transfers attached)

Mr. Schaefer reported the Finance Committee reviewed and endorsed the transfers as presented.

Controller, Cherie Trahan, explained the expenditure reductions were necessary to make up for projected revenue shortfalls. She noted that these reductions were based on the recommendations of the department heads. Ms. Trahan reported that she has been in contact with Superintendent of Schools Fred Baruzzi about the Board of Education cuts, as has Mayor Paterson.

Council members discussed the layoffs included in the expenditure reductions and discussed the role of the Council in policy decisions regarding whether or not cost should be reduced by layoffs or cuts in other programs. Ms. Koehn stated that the policy on how to reduce the budget is the purview of the Town Council and requested that the issue of budget cutting priorities be a future agenda item.

Assistant to the Town Manager, Maria Capriola, explained that a number of cuts in personnel have been accomplished by attrition, but that further reductions were needed in a way that would have minimal impact on services. She stated that these announced layoffs were an administrative decision and that all collective bargaining agreements have been adhered to. The layoffs were not based on performance or personality.

Motion to approve the transfers with all in favor except Ms. Koehn who voted nay.

8. Town Council Rules of Procedure

Deputy Mayor Gregory Haddad, chair of the Personnel Committee, reviewed the proposed Town Council Rules and Procedures. He described some of the concepts that are included in the draft noting that they were taken from a variety of sources and include an additional public comment period, Council office hours and rules of conduct. Council members discussed additional ideas for inclusion

and clarification, which will be discussed by the Personnel Committee. The Committee will bring back the proposed rules to the entire Council. Included will be a draft proposal for the handling of communication received by members.

VII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

VIII. REPORTS OF COUNCIL COMMITTEES

Mr. Haddad announced the Personnel Committee has met and established a procedure for the Town Manager's performance appraisal. At the August 11, 2008 meeting of the Council the forms will be distributed and an executive session held to discuss the process.

Ms. Duffy reported the Committee on Committees will have a booth at the Festival on the Green and invited members to participate

IX. REPORTS OF COUNCIL MEMBERS

No reports

X. TOWN MANAGER'S REPORT

Due to the absence of the Town Manager there is no Manager's report. Maria Capriola reported on the success of the third annual Tour de Mansfield. There were more than 100 cyclists.

XI. FUTURE AGENDAS

Ms. Koehn requested the letter from Nora and Norman Stevens regarding the Community Center discount offered Riverside Health club members (Item 30) be discussed at the next meeting. Ms. Koehn moved to discuss issues that have been raised by the community regarding recent decisions of the Council and Community Center. Seconded by Mr. Nesbitt the motion passed with Clouette, Duffy Koehn and Nesbitt in favor and Haddad, Paterson and Schaefer opposed.

XII. PETITIONS, REQUEST AND COMMUNICATIONS

9. CCM re: DEP Impaired Waters List Open for Public Comment

10. CCM re: Lincoln Bicentennial: February 12, 2009 Commemorate It In Your Community
11. Chronicle, "Community Voices: Proper Management Ensures Water Supply" – 07/16/08
12. Chronicle, "Editorial: Economy to Make Next Budgets Harder" – 07/22/08
13. Chronicle, "Editorial: Track Proposal on Extravagant Side" – 07/16/08
14. Chronicle, "Letter to the Editor" – 07/10/08
15. Chronicle, "Letter to the Editor" – 07/15/08
16. Chronicle, "Letter to the Editor" – 07/16/08
17. Chronicle, "Letter to the Editor" – 07/17/08
18. Chronicle, "Letter to the Editor" – 07/19/08
19. Chronicle, "Letters to the Editor" – 07/22/08
20. Chronicle, "Letter to the Editor" – 07/23/08
21. Chronicle, "Mansfield Cuts Deal with RAC Ex-Owners" – 07/17/08
22. Chronicle, "Mansfield Gears Up for Annual Bike Tour" – 07/18/08
23. Chronicle, "Pedal Pushers" – 07/21/08
24. Chronicle, "Town Takes Eminent Domain Path" – 07/15/08
25. Chronicle, "UConn Trustees Seek to Downsize Spring Weekend" – 07/11/08
26. L. Cole-Chu re: Storrs Center Relocation Responsibilities of the Town of Mansfield. Members discussed the relocation plan and what options are available to the current tenants. The plans of specific businesses will become known after the remaining permits are obtained and the business assessments are completed.
27. Community Energy re: Renewable Energy Certificate
28. C. Donovan re: Ad-Hoc Committee on Municipal Healthcare
29. H. Raphaelson re: Community Center Consultant Report
30. N. Stevens re: Mansfield Community Center
31. Storrs Farmers' Market – Market Talk

XIII. EXECUTIVE SESSION

None required

XIV. ADJOURNMENT

Mr. Schaefer moved and Ms. Duffy seconded a motion to adjourn at 11:00 a.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

July 28, 2008

Betsy Paterson
Town Mayor
Town of Mansfield

RE: Support of Mansfield Community Center
Request letter to be read at the July 28, 2008 town council meeting and be included in the council minutes

Dear Betsy:

As you know, my husband, Andrew Ewalt, has a legal practice in town and I own an environmental engineering business in town. The decision to base our businesses and to purchase both commercial and residential real estate in Mansfield was one that was the culmination of many hours of research of the surrounding towns in this area.

We made the decision to plant our family in Mansfield because Mansfield has set itself apart as a place that is more than a town, it is a community. As such, it has provided an excellent education for Chloe (age 9) and Ward (age 7) at Southeast Elementary School, a community center, and a library with endless reading and visual options for all ages as well as passes to many cultural places around the state. We are excited this fall to become a part of the Mansfield Middle School community as Chloe enters 5th grade.

Mansfield Community Center (MCC) has become an integral part of our lives in many ways. We have utilized the center for swimming lessons from September to May since the center opened. Chloe and Ward also participate in a number of other activities and events offered by MCC and Mansfield parks and recreation. I have taken a number of fitness classes as well as used the fitness facilities on my own, with friends, and with a MCC personal trainer. Andrew has offered two classes in the fall, winter and spring on various legal topics.

We routinely participate in the Family Fun Nights not only as a family but with other families in town and the surrounding area. Family Fun Night offers a great alternative for a place where adults and children can come together for an evening of socializing while engaging in physical activity – an important part of life that needs to be instilled in today's youth.

We have also participated in and provided business sponsorship for the free events offered at MCC such as the Halloween Party and Easter Egg Hunt.

Mansfield is unique in having MCC, quality teachers and administrators that go above and beyond for each child, numerous parks and hiking trails, a fantastic library, services for the seniors in our town and a top New England public university.

MCC is a place of community for many individuals and families of Mansfield as well as surrounding towns. We urge the Town Council to continue to be supportive of MCC and the programs it offers.

Thank you for your time and support of our town.

Sincerely,


Kimberly J. Ewalt
43 Brookside Lane
Mansfield Center, CT

cc: Matt Hart, Town Manager
Curt Vincente, Director of Parks and Recreation

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



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: _____

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)

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Kevin Grunwald, Director of Human Services
Date: August 11, 2008
Re: Assisted/Independent Living Project

Subject Matter/Background

After a careful and extensive evaluation process, the Assisted/Independent Living Advisory Committee recommended Masonicare of Wallingford, Connecticut as a preferred developer to build and operate an assisted/independent living facility in the Town of Mansfield. At the last meeting, the Town Council did have an opportunity to meet with Masonicare and appeared favorably disposed towards the committee's recommendation and endorsement.

The charge to the Assisted/Independent Living Committee (see attached) specifies that at this point "the Town Council and the preferred developer shall agree upon a scope of services that will become the basis of an agreement between the Town and the preferred developer." We did not contemplate a development agreement for this purpose. However, it may be helpful to prepare a letter detailing an understanding regarding the respective roles of the town and the preferred developer. For example, the Town could agree to:

- Assist Masonicare in identifying an appropriate piece of property to build this facility
- Assist Masonicare with exploring potential utility connections
- Help Masonicare to identify and facilitate strategic partnerships with other organizations, including the Mansfield Senior Center and Community Center
- Provide advice in securing all permits required for this project
- Provide consultation and input into the design and operation of a facility that will meet the needs of Mansfield's residents

Conversely, we could ask Masonicare to agree to the following:

- Keep the Town informed throughout the planning and development process
- Work collaboratively with the Advisory Committee on Independent/Assisted Living to ensure that the needs of Mansfield residents are met
- Involve other community service providers and agencies in the planning, design and implementation of services offered in conjunction with this facility

Recommendation

Staff recommends that the Town Council accept the recommendations of the Assisted/Independent Living Advisory Committee to recognize Masonicare as a preferred developer for this project. All indications are that there continues to be significant interest in the development of an assisted/independent 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, and that the Council's endorsement will serve to publicly recognize and support that developer in this initiative.

Staff recommends that the Town Council recognize Masonicare as a "preferred developer" to develop, build and operate an assisted/independent living facility for seniors in the Town of Mansfield.

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

Move, effective August 11, 2008, that the Mansfield Town Council recognizes Masonicare as a "preferred developer" to develop, build and operate an assisted/independent living facility for seniors in the Town of Mansfield. This designation by the Town Council represents the Town's interest in working collaboratively with Masonicare to facilitate the development of this project.

Attachments

- 1) Proposed Resolutions to Establish an Assisted/Independent Living Advisory Committee for the Town of Mansfield



**Town of Mansfield
TOWN COUNCIL**

**Proposed Resolutions to Establish an Assisted/Independent Living Advisory Committee
for the Town of Mansfield**

February 12, 2007

**A. RESOLUTION TO ESTABLISH AND ISSUE CHARGE TO
ASSISTED/INDEPENDENT LIVING ADVISORY COMMITTEE**

WHEREAS, the Town Council wishes to recruit and select a qualified developer to construct and operate an independent/assisted living facility within the Town of Mansfield; and

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

NOW, THEREFORE BE IT RESOLVED THAT:

A nine-member Independent/Assisted Living Committee is established for an indefinite term and is authorized to perform the following charge:

1. Make best efforts to keep the public informed of the status of the developer selection process, and solicit public comment when appropriate. Such efforts could include conducting one or more public information meetings, and maintaining a project status report on the town's website.
2. Review draft request for qualifications (RFQ) prepared by staff and finalize the document.
3. Identify an inclusive list of potential developers and distribute the RFQ to them along with a copy of Brecht Associates' Market Analysis. (The RFQ shall be posted on the Town's website as well.)
4. Review the responses to the RFQ and select a "short list" of developers. Interview selected developers (in a closed process), who shall be asked to make a presentation and respond to relevant issues/questions including, but not limited to, the following:
 - Vision for an independent/assisted living facility: relevant experience with other projects that the developer has been involved with that are similar including both completed and planned projects, and an overall description of the developer's approach to the planning, financing, state and land approval processes and requirements, construction, marketing and operation of the facility.
 - Proposed scope of services, including experience with the delivery of services that will be provided under the umbrella of this facility. Innovative ideas are encouraged,

AGREEMENT BETWEEN THE TOWN OF MANSFIELD AND MASONICARE

The Town of Mansfield agrees to:

- Recognize Masonicare as the “preferred developer” to build an Independent/ Assisted Living facility in the Town of Mansfield;
- Assist Masonicare in identifying and acquiring an appropriate piece of property to build this facility;
- Serve as an intermediary, if necessary, between Masonicare and the University of Connecticut in securing access to university sewer and water utilities;
- Identify and facilitate strategic partnerships with other organizations, including the Mansfield Community Center;
- Provide direction, assistance, and support in securing all permits required for this project; and
- Provide consultation and input into the design and operation of a facility that will meet the needs of Mansfield’s residents.

Masonicare agrees to:

- Keep the Town informed throughout the planning and development process;
- Work collaboratively with the Advisory Committee on Independent/Assisted Living to ensure that the needs of Mansfield residents are met;
- Involve other community service providers and agencies in the planning, design and implementation of services offered in conjunction with this facility.

including services that may be offered to non-residents of the facility, and can include partnerships or collaborations with other organizations.

- Understanding of the recommendations of the market analysis as they pertain to the needs and interests of seniors and their ability to afford this type of facility. Proposals for setting aside a designated number of units as “affordable” will be encouraged. Included in this should be a demonstration of an understanding of the importance of UConn in this community, along with any potential role that they may play.
- Timing of anticipated approval process and start of construction: descriptions of phases (if contemplated), and expectations for occupancy.
- Expectations/proposals for site selection and/or site acquisition and associated zoning requirements.
- Collaboration: willingness and interest in working cooperatively with key stakeholders including the Town, university, and seniors in the planning, implementation and ongoing operation of the facility.
- Innovation: creative ideas for the development and use of the facility including innovative designs, marketing, shared use of space and promotion of the facility as a resource for seniors in this area.

5. Based on the responses to the RFQ and refinement of site selection options, ask one or more qualified developers to respond to a Request for Proposal (RFP) for this project. If more than one qualified developer is identified, review the proposals, rank those organizations, and interview representatives from the top-ranked organization(s) to confirm their qualifications, interests and commitment to the project. References shall be checked at this time.
6. Based upon the results of the RFP process, recommend to the Town Council one or more qualified developers for further consideration. (The Town Council shall interview the qualified developer(s), and appoint a preferred developer. At this point, the Town Council and the preferred developer shall agree upon a scope of services that will become the basis of an agreement between the Town and the preferred developer.)

B. RESOLUTION TO APPOINT MEMBERS OF THE ASSISTED/INDEPENDENT LIVING ADVISORY COMMITTEE

WHEREAS, the Town Council desires to appoint an Assisted/Independent Living Advisory Committee to assist with the recruitment and selection of a qualified developer to construct and operate an assisted/independent living facility within the Town of Mansfield:

NOW, THEREFORE, BE IT RESOLVED TO:

Appoint an Assisted/Independent Living Advisory Committee with the following individuals as its members:

- 1) Jane Ann Bobbitt, Coalition for Assisted Living
- 2) John Brubacher, Mansfield Senior Center Association
- 3) George Cole, Senior At-large
- 4) Kevin Grunwald, Director of Social Services
- 5) Matthew Hart, Town Manager
- 6) Nancy Sheehan, University of Connecticut, Department of Human Development and Family Studies
- 7) Gregory Padick, Director of Planning
- 8) Susanna Thomas, Commission on Aging
- 9) UConn Representative, School of Nursing



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager
Date: August 11, 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 – as discussed at the last meeting, in coordination with the University of Connecticut staff is busy preparing for the return of the students later this month. We have now met with each of the major landlords in town to discuss plans to respond to large parties and to address other problem tenant behavior. Each of the major landlords will be using some combination of police and staff to provide security and control during the first few weekends of the academic year. In addition, we have scheduled 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.
- Mansfield Housing Code – beginning August 29th, staff will initiate the second inspection cycle of the Mansfield Housing Code. Staff does provide landlords with 30 days notice of a pending inspection.
- Town-University Relations Committee – the Town-University Relations Committee will meet at 4:00 PM on Tuesday, August 12, 2008, here in the Council Chambers at Town Hall.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager; Dennis O'Brien, Town Attorney
Date: August 11, 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.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to the Town Manager; Lon Hultgren, Director of Public Works; Tim Veillette, Project Engineer
Date: August 11, 2008
Re: Federal Transportation Grant for Storrs Road Improvements

Subject Matter/Background

In the last Federal Transportation Act, Senator Lieberman was instrumental in obtaining a \$2.5M grant earmarked for improvements to Storrs Road (Route 195) between South Eagleville Road and Mansfield Road (as part of the funding for the Storrs Center project). We have recently met with the Connecticut Department of Transportation (ConnDOT), the agency through which these funds will flow to Mansfield, to confirm this award and to initiate the grant administration procedures. As a result of our most recent meeting the DOT has requested the Town's acceptance of this award, which will allow it to assign a project number to the grant, set aside the funds and begin the process of drafting the actual funding agreement. The proposed resolution for Council action is set out below.

Financial Impact

As is the case with all Federal earmark grants in Connecticut, this grant requires a 20 percent local match (\$625,000) which has been included as part of the \$2.5M Urban Action Grant from the Connecticut Department of Economic Development (DECD) that the Town has also received for the Storrs Center project. We have verified that part of the DECD grant funds can be used as the Town's local share. Improvements to Route 195 itself will be maintained by the ConnDOT; however, sidewalks and other amenities (bus stops, kiosks, walkways, etc.) constructed along the highway will have to be maintained by the Town.

Legal Review

A standard funding agreement for the construction phase of this project will be forthcoming from the DOT. This resolution only accepts the grant and starts the agreement process in motion.

Recommendation

Council's adoption of the following resolution to accept the grant is respectfully requested:

Resolved, by the Town Council of the Town of Mansfield, to accept the Federal Transportation "earmark" grant for the improvements to Storrs Road (Route 195) in the amount of approximately \$2,500,000 and to provide the local 20 percent match (approximately \$625,000) at the appropriate time as required by the grant program administered by the Connecticut Department of Transportation. The Town Council

further confirms its commitment to operate and maintain the facilities and appurtenances constructed by this grant that will not be operated and maintained by the Connecticut Department of Transportation.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *M.H.*
CC: Maria Capriola, Assistant to Town Manager; Gregory Padick, Director of Planning; Curt Vincente, Director of Parks and Recreation; Jennifer Kaufman, Parks Coordinator
Date: August 11, 2008
Re: Torrey Preserve Management Plan

Subject Matter/Background

As stipulated by the Planning, Management and Acquisition Guidelines for Mansfield Open Space, Park, Recreation and Agricultural Properties, approved by Mansfield Town Council in November 1995 and revised in August 1997, the Town Council shall approve the official management plan for Town-owned parks and preserves.

Attached is the final draft of the above referenced management plan prepared by staff with assistance from the Conservation Commission, the Open Space Preservation Committee and the Parks Advisory Committee. At a meeting conducted on February 7, 2008, abutting property owners were given an opportunity to comment on the management plan, and no issues were raised at that session.

Importantly, the Conservation Commission suggests that this preserve be named the *Torrey Preserve*. It is current Town procedure to name a property after its owner only if the property was donated to the Town or for other special reasons. In this case, it would be appropriate to name this property after the Torrey family due to the dedicated service George Safford Torrey provided both to the University of Connecticut and to the Town of Mansfield.

Financial Impact

Fiscal Notes for this management plan are included as Attachment 4 of the Management Plan. These fiscal notes indicate that the total estimated direct one time costs are \$5,600. The remaining costs are in-kind services provided by staff or volunteers.

Recommendation

For the reasons listed above, staff recommends that the Town Council approve the management plan as presented.

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

Move, effective August 11, 2008, to approve the Torrey Preserve Management Plan as presented and prepared by the Town's advisory committees and staff.

Attachments

1) Torrey Preserve Management Plan

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

NAME OF PROPERTY: Torrey Preserve

LOCATION OF PROPERTY: Frontage on Gurleyville Road, Holly Drive and Bundy Lane.

MAP/BLOCK/LOT :

Elizabeth Torrey Revocable Trust	10.43.35-1	28.76 acres
Laurel Heights Subdivision	10.43.12	1.6 acres
	<i>Total</i>	<i>30.36-acres</i>

PUBLIC ACCESS: Allowed, passive recreation only.

PROPERTY CLASSIFICATION: Open Space Preserve

PURCHASE INFORMATION:

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

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

DATE MANAGEMENT PLAN WAS PREPARED: November 2007

REVISION DATES:

DATE OF TOWN COUNCIL APPROVAL:

COMMITTEE REVIEW DATE: PAC to review biannually

Torrey Preserve Management Plan

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

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

DATE MANAGEMENT PLAN WAS PREPARED: November 2007

REVISION DATES:

DATE OF TOWN COUNCIL APPROVAL:

COMMITTEE REVIEW DATE: PAC to review biannually

OVERVIEW

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

INVENTORY

A. Notable Physical Characteristics

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

B. Notable Special Features

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

C. Notable Concerns

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

MANAGEMENT

A. Set Up

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

B. Maintenance

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

C. Ecological Management

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

D. Enhancements

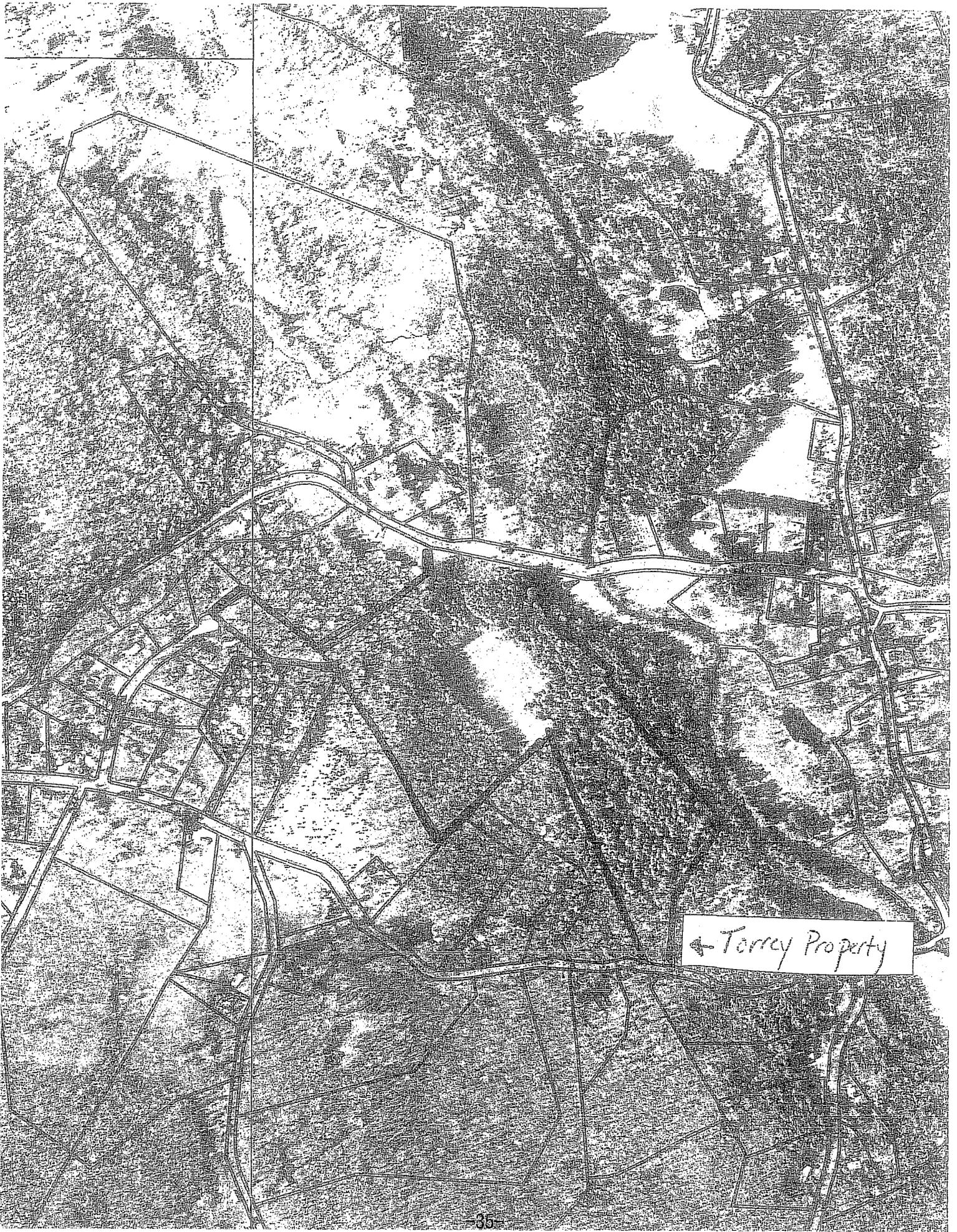
1. Encourage public participation by recruiting and training a volunteer steward
2. Solicit educational and research use
3. Create an interpretive trail guide

E. Monitoring

1. Annually monitor entrances, trails, and boundaries
2. Annually update and review the management schedule

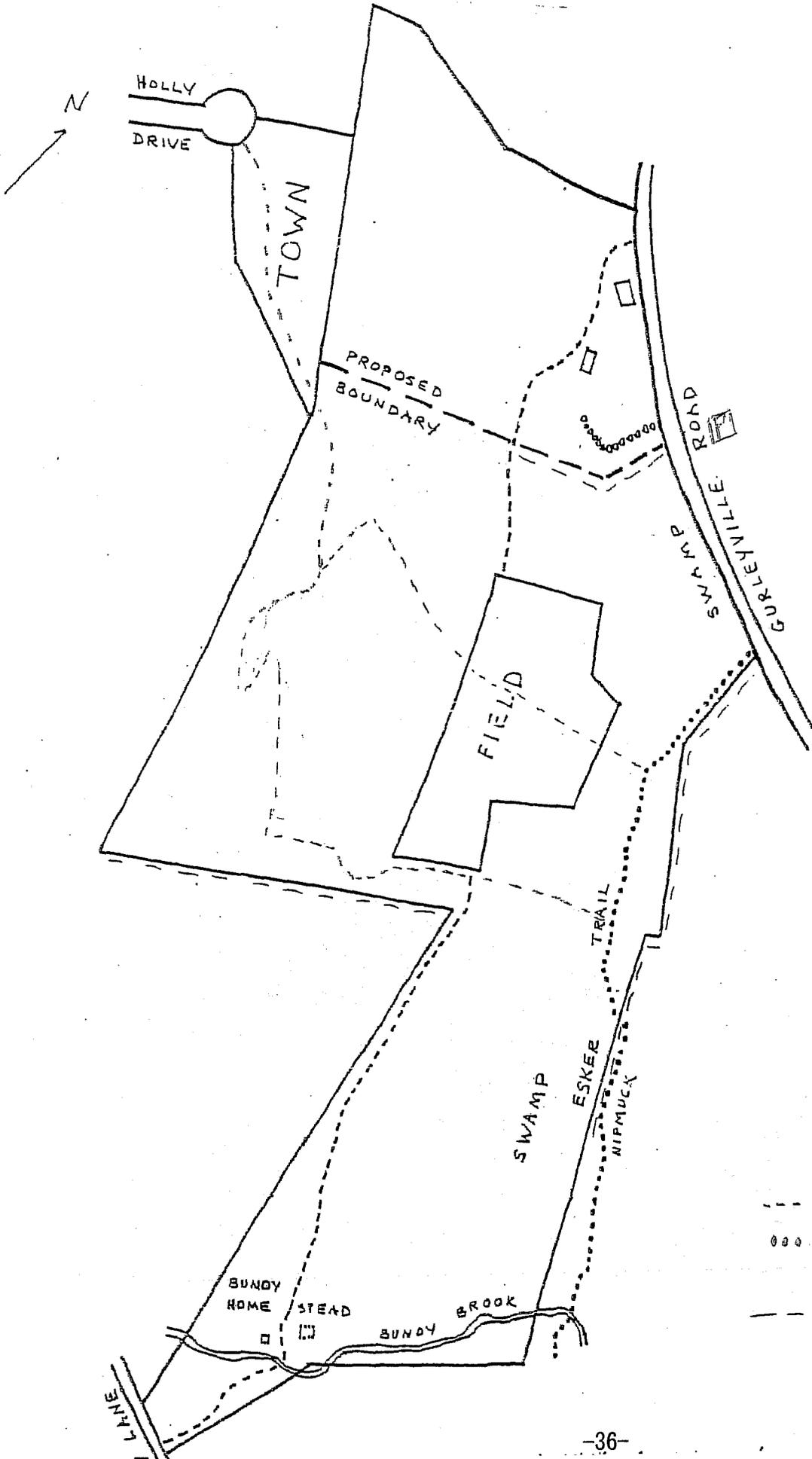
ATTACHMENTS

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



← Torrey Property

BUNDY PRESERVE TRAIL MAP



--- Torrey Trail
... Nipmuck Trail

--- Boundaries that have Town signs posted

Torrey Property Abutters

First Name	Last Name	Adress	City	State	Zip
Pertti	Pelto	266 Gurleyville Rd	Storrs	CT	06268
Robert and Jane	Gillard	234 Gurleyville Rd	Storrs	CT	06268
Pamela	Erikson	33 Holly Drive	Storrs	CT	06268
Patricia	Hempel	28 Holly Dr	Storrs	CT	06268
Thomas and Maryanne	Ainsworth	51 Bundy Lane	Storrs	CT	06268
Michael and Roberta	Gordon	57 Bundy Lane	Storrs	CT	06268
Harry and Lynn	Johnson	71 Bundy Lane	Storrs	CT	06268
James	Busby	77 Bundy Lane	Storrs	CT	06268
Thomas and Jill	Deans	89 Bundy Lane	Storrs	CT	06268
Jane Lyndall	Soule	PO Box 941	Roseland	FL	32957
William	Thorne	123 Bundy Lane	Storrs	CT	06268
Jane and Robert	Moskowitz	17 Stonemill Rd	Storrs	CT	06268

Torrey Property Management Plan Fiscal Notes

	Estimated Direct One-Time Costs	Estimated Direct Annual Costs	Estimated One-Time In-Kind Costs	Estimated One Time Volunteer Hours	Estimated One Time Staff Hours	Estimated Annual In-Kind Costs	Estimated Annual Staff hours	Estimated Annual Volunteer Hours
Set Up								
Develop, purchase and install appropriate preserve signage	\$2,000.00				2			
Install boundary markers and signs as needed	\$500.00			20	2			
Install pedestrian trail leading out to Holly Drive	\$100.00			20	4			
Maintenance								
Maintain trailheads and trails in conjunction with Connecticut Forest and Parks Association							2	4
Ecological Management								
Prepare a natural resources inventory	\$1,500.00				4			
Based on the natural resource inventory, determine how to encourage native plant and animal communities							4	4
Enhancements								
Encourage public participation by recruiting and training a volunteer steward							4	8
Solicit educational and research use							2	
Create interpretive online trail guide	\$1,500.00				10		2	
Solicit educational and research use							2	8
Monitoring								
Annually monitor entrances, trails, and boundaries							4	4
Annually update and review the management schedule							2	2
Totals:	\$5,600.00	0	0	40	22	0	26	28

Attachment 4 |

10.43.12
1.6 acres

FORM 173 CONNECTICUT WARRANTY DEED

TUTBLANK REGISTERED U.S. PAT. OFFICE
Tuttle Law Print. Publishers, Rutland, Vt.

261A

To all People to Whom these Presents shall Come Greeting:

Know Ye, That it, THE EAST PARK REALTY COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with an office and place of business in the Town of Manchester, County of Hartford, and State of Connecticut,

for the consideration of One Dollar and other considerations (the total consideration being less than One Hundred (100.00) Dollars)

received to its full satisfaction of the TOWN OF MANSFIELD, a municipal corporation with its territorial limits within the County of Tolland, in the State of Connecticut,

does give, grant, bargain, sell and confirm unto the said TOWN OF MANSFIELD, its successors and assigns forever, all that certain piece or parcel of land situated in the said Town of Mansfield, County of Tolland, and State of Connecticut, being shown and designated as "Reserved for Town of Mansfield Recreation Area 1.65 Acres" on a certain map entitled "Subdivision Plan Laurel Heights Town of Mansfield, Conn. Scale: 1" = 40' Certified Substantially Correct. Zoning Regulations Not Violated Everett O. Gardner L.S. 4395 Jan. 3, 1966 Rockville, Conn. Owner & Subdivider of Record: 'East Park Realty Co. Inc.' " which map is to be filed in the office of the Town Clerk of the said Town of Mansfield, reference to which is hereby made for a more particular description.

Said parcel of land is bounded and described as follows:

Commencing at a point marking the southeasterly corner of the herein described premises, which point marks the northeasterly corner of land now of Arthur Lewis Wood and Helen Holden Wood, and which point also marks the southwesterly corner of land now of G. Stafford Torrey and Elizabeth Wolcott Torrey, the line runs thence in a northwesterly direction, in a straight line, along land now of the said Arthur Lewis Wood and Helen Holden Wood, and land now of Gustav A. L. Mehlquist and Ellen Sofie Mehlquist, partly on each, in all, a distance of two hundred fifty-three and twenty-six one-hundredths (253.26) feet to a point; the line runs thence in a northwesterly direction by interior angle of 151° 42' 30", in a straight line, along other land of the grantor, a distance of two hundred ninety-seven and nineteen one-hundredths (297.19) feet to a point on the easterly edge of a turnaround, or cul-de-sac, being a portion of Holly Drive; the line runs thence in a general northerly direction, along the arc of a curve with a radius of fifty (50.0) feet, and forming a portion of the easterly line of said turnaround, or cul-de-sac, a distance of fifty-two and thirty-six one-hundredths (52.36) feet to a point; the line runs thence in a northeasterly direction, in a straight line, along other land of the grantor, a distance of one hundred eighty-three and sixty-eight one-hundredths (183.68) feet, to a point on the westerly line of land of said G. Stafford Torrey and Elizabeth Wolcott Torrey; the line runs thence in a southeasterly direction, by interior angle of 101° 37' 20", in a straight line along the land of said Torreys, a distance of five hundred ten and eighty-six one-hundredths (510.86) feet to the point and place of beginning, and making an interior angle of 36° 8' 50", with the first mentioned line.

The grantor reserves to itself, its successors and assigns, an easement or right-of-way over said premises for surface water drainage purposes, and for the installation of surface water drainage facilities to Holly Drive.

Attachment 5

To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee its successors ~~heirs~~ and assigns forever, to its and their own proper use and behoof.

And also, it the said grantor does for itself and its successors ~~heirs~~ ~~heirs, executors, administrators, assigns, and assigns~~ covenant with the said grantee, its successors ~~heirs~~ and assigns, that at and until the ensembling of these presents, it is well seized of the premises, as a good indefeasible estate in FEE SIMPLE; and has good right to bargain and sell the same in manner and form as is above written; and that the same is free from all incumbrances whatsoever, except as herein before mentioned.

And Furthermore, it the said grantor does by these presents bind itself and its successors ~~heirs, executors, administrators, assigns, and assigns~~ forever to WARRANT AND DEFEND the above granted and bargained premises, to it the said grantee its successors, ~~heirs~~ and assigns, against all claims and demands whatsoever, except as herein before mentioned.

IN WITNESS WHEREOF, THE EAST PARK REALTY COMPANY has caused its corporate seal to be hereto affixed, and this deed to be signed and executed in its behalf, by Laurier F. DeMars, its President, who is hereunto duly authorized,

~~In Witness Whereof~~ ~~heirs, executors, administrators, assigns, and assigns~~
~~and~~ ~~and~~ ~~and~~ this 4th day of May in the year of our Lord nineteen hundred and sixty-six.

Signed, Sealed and Delivered in presence of

Robert W. Gordon
Robert W. Gordon

THE EAST PARK REALTY COMPANY
by Laurier F. DeMars
Laurier F. DeMars
its President



W. Harry England
W. Harry England

State of Connecticut,

Title of Officer

County of HARTFORD

SS. Manchester

On this the 4th day of May, 1966, before me, ROBERT W. GORDON LAURIER F. DE MARS the undersigned officer, personally appeared who acknowledged himself to be the President of THE EAST PARK REALTY COMPANY, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President IN WITNESS WHEREOF, I hereunto set my hand and official seal

Robert W. Gordon
Robert W. Gordon

Commissioner of the Superior Court

Title of Officer

Received for Record September 27, 1967 at 9:00 A.M. Attest James A. Samuelson Ass't Town Clerk.

Map Block 6
10.43.35-1
28.76

KNOW YE, THAT, ELIZABETH W. TORREY REVOCABLE TRUST,
c/o John W. Torrey, Trustee,
of Odessa, Texas
of NINETY THOUSAND (\$90,000.00) DOLLARS
for consideration/paid, grant to TOWN OF MANSFIELD, a municipal corporation having its
principal place of business at 4 South Eagleville Road, Storrs, CT 06268
of the Town of Mansfield, County of Tolland and State of Connecticut,
with WARRANTY COVENANTS

038999

(Description and encumbrances, if any and any additional provisions)

A certain piece or parcel of land, situated on the southwesterly side of Gurleyville Road in the Town of Mansfield, County of Tolland and State of Connecticut shown as "Parcel B" on a map entitled, "Map showing Land of Elizabeth W. Torrey Revocable Trust to be conveyed to Robert O. Gillard and to the Town of Mansfield Mansfield, CT Scale 1" = 100' May 20, 1996 C. Roger Ferguson Land Surveyor & Professional Engineer Mansfield Center, CT", which map is on file in the Mansfield Town Clerk's Office. Parcel B is bounded:

- WESTERLY & NORTHWESTERLY: By Parcel A on said map, 706.90 feet;
- NORTHEASTERLY: By Gurleyville Road, 447.05 feet;
- EASTERLY: By land now or formerly of Pertti J. and Greta H. Palto, 1401.64 feet;
- SOUTHEASTERLY: By land now or formerly of Robert & Jane Moskowitz, 710.62 feet;
- SOUTHERLY: By Bundy Lane, 99.00 feet;
- WESTERLY: By land now or formerly of Lyndall J. Soule, 1075.15 feet;
- SOUTHERLY, again: By land now or formerly of Soule, now or formerly of William E. Thorne and land now or formerly of Sigrid S. Bird, in part by each, in all, 573.16 feet; and
- WESTERLY, again: By land now or formerly of Linda C. and Robert S. Kruse, and now or formerly of the Town of Mansfield, in part by each, in all, 967.34 feet.

"No Conveyance Tax collected"
[Signature]
Town Clerk of Mansfield"

Containing 28.76 acres, more or less, and being a portion of the same premises described in a deed dated January 11, 1980 and recorded in Volume 177, Page 262 of the Mansfield Land Records.
Signed this 22nd day of May, 1996

Witnessed by:

[Signature]
LEWIS RD NEWLEY
[Signature]
MAMIE BEWLEY

ELIZABETH W. TORREY REVOCABLE TRUST
BY *[Signature]*
JOHN W. TORREY, TRUSTEE

State of ~~CONNECTICUT~~ Texas } ss: Odessa May 22, 1996
County of ECTOR

Personally Appeared JOHN W. TORREY, TRUSTEE of
ELIZABETH W. TORREY REVOCABLE TRUST

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be his free act and deed before me,

Latest mailing address of Grantee:
No. and Street 4 South Eagleville Road
City Storrs, CT 06268
State Zip

[Signature]
Notary Public CATHY HAMM
Title of Officer My Commission Expires NOVEMBER 19, 1997

**PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Kevin Grunwald, Director of Human Services
Date: August 11, 2008
Re: State of Connecticut Department of Social Services Human Services Contract

Subject Matter/Background

The Department of Human Services has been awarded two grants by the Connecticut Department of Social Services, Aging Services Division for senior services. The first provides for one-time funding to be used for case management services for older adults age sixty years old and older. Case management is defined as: "Services that assist participants in gaining access to needed waiver and other state plan services, as well as medical, social, educational and other services, regardless of the funding source for the services to which access is gained. "

The second grant provides for one-time funds to be used to develop or enhance an existing senior center program for older adults. This one-time only funding will support our senior center's educational, social, health and human service programs for older adults and their caregivers as outlined in the Connecticut State Plan on Aging. We have chosen to utilize these funds to staff and open our Senior Center on Saturdays.

Financial Impact

The total grant award is for \$8,450. Funds must be spent by April 30, 2008, and may not be used for capital improvements.

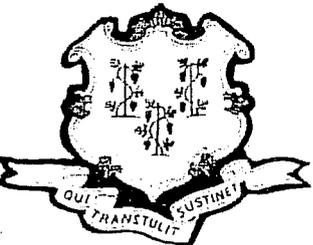
Recommendation

Staff recommends that the Town Council adopt the following resolution, as prescribed by the DSS:

*RESOLVED that the Town Manager, **Matthew W. Hart**, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Social Services of the State of Connecticut for a Special Funding for Municipalities program, and to affix the corporate seal.*

Attachments

- 1) Excerpts from the State of Connecticut Department of Social Services Human Services Contract



Original Contract Number:	078-SFM-01/08DSS0402TO		
Amendment Number:			
Maximum Contract Value:	\$8,450.00		
Contractor Contact Person:	Patricia Hope	Tel:	8604290262
DSS Contact - Contract:	Duarte Alves	Tel:	(860) 424-5982
Program:	Cheryl Jackson	Tel:	(860) 424-5640

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES
HUMAN SERVICE CONTRACT**

Contract Summary

The State of Connecticut DEPARTMENT OF SOCIAL SERVICES

Street: 25 SIGOURNEY STREET

City: HARTFORD **State:** CT **Zip:** 06106

Tel#: (860) 424-5699 hereinafter "the Department",

hereby enters into a contract with:

Contractor's Name: TOWN OF MANSFIELD

Street: 4 SOUTH EAGLEVILLE ROAD

City: STORRS **State:** CT **Zip:** 06268

Tel#: 8604293314 **FEIN/SS:** 066002032

hereinafter "the Contractor", for the provision of services outlined herein in Part I.

Term of Contract	This contract is in effect from 05/01/08 through 04/30/09.
Statutory Authority	The Department is authorized to enter into this contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes.
Set-Aside Status	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to § 4a-60g of the Connecticut General Statutes.
Effective Date	This contract shall become effective only as of the date of signature by the Department's authorized official(s) and, where applicable, the date of approval by the Attorney General. Upon such execution, this contract shall be deemed effective for the entire term specified above.

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I. SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS AND OTHER PROGRAM-SPECIFIC PROVISIONS

The Contractor shall provide the following specific services for the **Special Funding for Municipalities (SFM)** program and agrees to comply with the terms and conditions set forth as required by the Department, including but not limited to the requirements and measurements for scope of services, contract performance, quality assurance, reports, terms of payment and budget. No provisions shall be contained in this Part I that negate, supersede or contradict any provision of Part II. In the event of any such inconsistency between Part I and Part II, the provisions of Part II shall control.

A. DESCRIPTION OF SERVICES

1. **Services** - The Contractor shall provide the following services to persons ages 60 and older who reside in the Contractor's target service area, hereafter referred to as "clients":
 - a. **Case Management services** to help clients access needed waiver and other State plan services, as well as medical, social, educational and other services, regardless of the funding source for the services to which access is gained, including but not limited to assisting clients in understanding their rights, protecting autonomy, enhancing independence, benefiting from services and exercising choice.
 - b. **Educational, social, health and human services** including but not limited to the following:
 - i. *Health, Nutrition, and Wellness* programs to help clients to access disease prevention, health education and nutrition services.
 - ii. *Social and Recreational* services and programs to provide clients with individual and group activities directed towards promoting physical, cultural, or social development.
 - iii. *Access* services including but not limited to transportation, outreach, information and referral, and consumer education.
2. **Target Service Area** – The Contractor shall serve clients residing in the town of Mansfield, Coventry, Willington, Ashford and Willimantic
3. **Clients Served** – The Contractor shall serve 60 clients.

B. QUALITY ASSURANCE

1. **Compliance** – The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other Departments relating to the services provided under this contract and, as applicable, assure that all pertinent subcontractors comply as well.
2. **Annual review** – The performance of the Contractor and applicable subcontractors will be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of documents and reports, site visits to funded facilities and program sites administered by the Contractor, or by a combination of both.

C. OUTCOMES AND MEASURES

The Contractor shall implement the services and programs described herein to assure the following outcomes on behalf of clients. Outcomes shall be measured through the programmatic and statistical reports provided by the Contractor and submitted to the Department. The Department will monitor outcome results achieved pursuant

to these terms and conditions.

1. Outcome

Older Adults continue to live in their homes and community with appropriate supports.

Measure

At least 40% of older adults are not admitted to a long-term care institution for at least six months after receiving initial case management services.

D. FEDERAL REQUIREMENTS

1. If Federal block grant funding is appropriated to this contract, the Department assumes no liability for payment unless the terms of this contract are in accordance with a legislatively approved block grant plan, as provided by Connecticut General Statutes §4-28b.

E. SUBCONTRACTED SERVICES

1. The Contractor agrees to notify the Department prior to finalizing any subcontractor relationship for direct human services covered under this agreement.
2. Any subcontract shall contain terms that require the subcontractor to maintain books, records, documents, program and individual service records, and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs; that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees of the State, or, where applicable, federal agencies; and that the subcontractor shall retain all such records concerning this contract for a period of 3 years after the completion and submission to the State of the Contractor's annual financial audit.
3. The Contractor agrees to be responsible to the Department for the performance of said subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under the contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.

F. REPORTING

1. The Contractor shall submit the following reports:
 - a. **Program Report** – a cumulative narrative and statistical report on all program activities and results, including the program's outcomes and measures for the entire contract period.
 - b. **Financial Report** – an expenditure report on forms provided by the Department.
2. Report submission deadline – both the Program and Financial reports are due within 45 days of the end of the contract period
3. Interest – any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the Financial Report. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

G. BUDGET AND PAYMENT PROVISIONS

- 1 The Department agrees to pay for the services provided and as described under this contract up to a maximum

amount not to exceed **\$8,450** for the contract period.

- 2 The Contractor agrees to utilize Department funds in accordance with the budget included herein.
- 3 The Contractor will submit a request for payment on a **DSS W-1270** form to the Department's Program Field Representative. Requests for payment will be honored and funds released based on submission by the Contractor, with review and acceptance by the Department of the Program and Financial Reports, the availability of funds, and the Contractor's satisfactory compliance with the terms of this contract.
- 4 When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under-expenditure or under-utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
- 5 The Contractor shall monitor the cash management of funds provided in this contract to maintain compliance with State and Federal regulations.
- 6 No provision for profit or other increment above cost is to be included in the Contractor's bills.
- 7 The Department may withhold payment if the Contractor uses funds and/or personnel for purposes other than described in this contract, or defaults in any of the provisions of the contract.

H. BUDGET VARIANCE

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget for a single component without prior notification to the Department under the following conditions:
 - a. The amount by which a single category may be increased may not exceed 15% of the approved amount or \$1,500, whichever is greater. This applies only to category amounts in the formally approved budget and subsequently approved budget revisions.
 - b. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items.
 - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above.
 - d. The Contractor may not make any transfer under this procedure that involves any of the categories or kinds of expenditures specifically listed below.
 - e. All such transfers shall be reflected on the next submitted financial report.
2. The Department requires the following changes in approved program budgets to have prior written Department approval by a formal budget revision and/or a formal contract amendment:
 - a. The purchase of an item of equipment not approved in the original budget.
 - b. A transfer involving an increase of an approved category amount by more than 15% or \$1,500 whichever is greater.
 - c. Any increase in compensation for services under a third party contract.
 - d. Any transfer of funds from one component to another.
 - e. Any transfer of budgeted Program income or food reimbursement. The Department will respond to a properly executed request within 30 days of receipt.
3. No budget revisions proposed by the Contractor may be submitted later than 30 calendar days after the

Program has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds solely for the audit of the Program. The final financial report will show all category overruns. Costs incurred after the end of the budget period will be disallowed except where the Department has expressly approved in writing and in advance.

I. TERMINATION

1. This Contract may be subject to the following termination provisions. The Contract may be terminated by the State:
 - a. For Convenience
 - b. For Financial Instability
2. All notices of termination as defined in the subsections below shall be signed by the Contract Administrator, shall specify a date of termination and shall be delivered to the Contractor no less than 90 days prior to the specified date of termination.
3. **Termination for Convenience**
 - a. The Department may terminate performance of work under the Contract in whole or in part whenever for any reason the Department shall determine that such termination is in the best interest of the Department and/or the State of Connecticut.
 - b. In the event that the Department elects to terminate the Contract pursuant to this provision, the Contract Administrator shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
4. **Termination for Financial Instability**
 - a. In the event that the Contractor becomes financially unstable to the point of threatening the ability of the Department to obtain the services provided for under this contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the Department may, at its option, immediately terminate this contract.
 - b. In the event the Department elects to terminate this contract under this provision, it shall do so by the Contract Administrator sending notice of termination to the Contractor by certified mail, return receipt requested, specifying the date of termination.
 - c. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract and agrees that the filing of a petition in bankruptcy by or against a subcontractor shall, in no way, relieve Contractor of its duties under this contract.
5. **Procedure for Termination**
 - a. Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:
 - i Stop work under the contract on the date and to the extent specified in the Notice of Termination.
 - ii If the Department so directs in writing, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of

Termination or assign to the Department in the manner and to the extent directed by the Contract Administrator all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.

- iii Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- iv Be entitled to payment for services rendered through the effective date of termination.

J. MISCELLANEOUS PROVISIONS

1. Contractor Procurements

- a. The Contractor agrees to conduct procurements of equipment, services, and/or supplies necessary to discharge its duties under this contract through the use of competitive bids. The Contractor must retain evidence of its procurements in its files for audit purposes.
- b. Contractors may obtain procurement guidance from the Department.

2. Equipment and Supplies

- a. Equipment shall mean all tangible personal property such as tables, chairs, lamps, desks, copying machine, typewriters, computer equipment, etc., with a normal useful life of at least one year and an acquisition cost of more than \$2,500.
- b. Supplies shall mean all tangible personal property other than equipment.
- c. Purchase of equipment and supplies by the contract shall be limited to items essential to carrying out the program, operations and/or services authorized by this contract and approved by the Contract Administrator.
- d. The Contractor shall maintain an inventory of all equipment and shall provide copies of the inventory to the Department upon acquisition of the equipment or as requested by the Contract Administrator. The Department shall determine the inventory data requirements.
- e. Any item of equipment purchased under this agreement, may not be discarded, sold or removed from the inventory without the prior written approval of the Contract Administrator.
- f. Prior to the expiration or termination of the contact by either party, the Department will determine the manner of the disposition of all equipment and unused supplies purchased under this agreement.
- g. Within 90 days of the termination of this contract, the Contractor will be informed in writing by the Contract Administrator as to the disposition method of equipment and unused supplies, if the Contractor goes out of business.

3. Audit Exceptions

In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.

4. Severability

If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

K. BUDGET

Personnel	3,450
Health and Wellness Program	5,000
Total	8,450

PART II. MANDATORY TERMS AND CONDITIONS

The Contractor agrees to comply with the following mandatory terms and conditions.

A. CLIENT-RELATED SAFEGUARDS

1. **Inspection of Work Performed.** The Department or its authorized representative shall at all times have the right to enter into the Contractor's premises, or such other places where duties under the contract are being performed, to inspect, to monitor or to evaluate the work being performed. The Contractor and all subcontractors must provide all reasonable facilities and assistance for Department representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this section shall be made available to the Contractor.
2. **Safeguarding Client Information.** The Department and the Contractor agree to safeguard the use, publication and disclosure of information on all applicants for and all clients who receive service under this contract with all applicable federal and state law concerning confidentiality.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to client abuse and neglect, including but not limited to requirements as specified in Conn. Gen. Stat. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); Conn. Gen. Stat. § 46a-11b (relative to persons with mental retardation); and Conn. Gen. Stat. § 17b-407 (relative to elderly persons).

B. CONTRACTOR OBLIGATIONS

1. **Cost Standards.** Effective January 1, 2007, the Contractor and funding state agency shall comply with the Cost Standards issued by the State of Connecticut, Office of Policy and Management ("OPM"), as may be amended from time to time. The Cost Standards are published by OPM on the Web at http://www.opm.state.ct.us/finance/pos_standards/coststandards.htm. Such Cost Standards shall apply to:
 - (a) all new Contracts effective on or after January 1, 2007;
 - (b) all Contract amendments modifying funding, effective on or after January 1, 2007;
 - (c) all Contracts in effect on or after July 1, 2007.
2. **Credits and Rights in Data.**
 - (a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify the Department, unless the Department or its agents co-authored said publication and said release is done with the prior written approval of the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this contract, unless expressly authorized in writing by the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

- (b) "Data" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

- 3. Organizational Information, Conflict of Interest, IRS Form 990.** Annually during the term of the contract, the Contractor shall submit to the Department the following:
- (a) a copy of its most recent IRS Form 990 submitted to the federal Internal Revenue Service, and
- (b) its most recent Annual Report as filed with the Office of the Secretary of the State or such other information that the Department deems appropriate with respect to the organization and affiliation of the Contractor and related entities.
- 4. Federal Funds.** The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Department shall specify all such requirements in Part I of this contract.
- 5. Audit Requirements.** The Contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and state single audit standards as applicable.
- 6. Prohibited Interest.** The Contractor warrants that no state appropriated funds have been paid or will be paid by or on behalf of the Contractor to contract with or retain any company or person, other than bona fide employees working solely for the Contractor, to influence or attempt to influence an officer or employee of any state agency in connection with the awarding, extension, continuation, renewal, amendment, or modification of this agreement, or to pay or agree to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 7. Offer of Gratuities.** By its agreement to the terms of this contract, the Contractor certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this contract. The Department may terminate this contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees.
- 8. Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this clause, to the Department on an annual basis in the appropriate fiscal report as specified in Part I of this contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor, its employees, Board members or members of the Contractor's governing body, and a related party include, but are not limited to:
- (a) real estate sales or leases;
- (b) leases for equipment, vehicles or household furnishings;
- (c) mortgages, loans and working capital loans; and
- (d) contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor.

9. Lobbying. The Contractor agrees to abide by state and federal lobbying laws, and further specifically agrees not to include in any claim for reimbursement any expenditures associated with activities to influence, directly or indirectly, legislation pending before Congress, or the Connecticut General Assembly or any administrative or regulatory body unless otherwise required by this contract.

10. Suspension or Debarment.

- (a) Signature on Contract certifies the Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:
- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);
 - (2) within a three year period preceding this Contract, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (3) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;
 - (4) has not within a three year period preceding this agreement had one or more public transactions terminated for cause or fault.
- (b) Any change in the above status shall be immediately reported to the Department.

11. Liaison. Each party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Department in the performance and administration of this contract.

12. Subcontracts. For purposes of this clause subcontractors shall be defined as providers of direct human services. Vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program. The subcontractor's identity, services to be rendered and costs shall be detailed in Part I of this contract. Notwithstanding the execution of this contract prior to a specific subcontractor being identified or specific costs being set, no subcontractor may be used or expense under this contract incurred prior to identification of the subcontractor or inclusion of a detailed budget statement as to subcontractor expense, unless expressly provided in Part I of this contract. No subcontractor shall acquire any direct right of payment from the Department by virtue of the provisions of this clause or any other clause of this contract. The use of subcontractors, as defined in this clause, shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall make available copies of all subcontracts to the Department upon request.

13. Independent Capacity of Contractor. The Contractor, its officers, employees, subcontractors, or any other agent of the Contractor in the performance of this contract will act in an independent capacity and not as officers or employees of the State of Connecticut or of the Department.

14. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
- (1) claims arising directly or indirectly, in connection with the contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and

- (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this contract. The contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the contract, and during the time that any provisions survive the term of the contract, sufficient general liability insurance to satisfy its obligations under this contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the termination, cancellation or expiration of the Contract, and shall not be limited by reason of any insurance coverage.

15. Choice of Law and Choice of Forum, Settlement of Disputes, Office of the Claims Commission.

- (a) The Contractor agrees to be bound by the laws of the State of Connecticut and the federal government where applicable, and agrees that this contract shall be construed and interpreted in accordance with Connecticut law and Federal law where applicable.
- (b) Any dispute concerning the interpretation or application of this contract shall be decided by the Commissioner of the Department or his/her designee whose decision shall be final subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the commissioner pursuant to this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Department shall proceed diligently with the performance of the contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings except as authorized by that Chapter in any State or Federal Court in addition to or in lieu of said Chapter 53 proceedings.

16. Compliance with Law and Policy. Contractor shall comply with all pertinent provisions of local, state and federal laws and regulations as well as Departmental policies and procedures applicable to Contractor's programs as specified in this contract. The Department shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Department has responsibility to promulgate or enforce.

- 17. Facility Standards and Licensing Compliance.** The Contractor will comply with all applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
- 18. Reports.** The Contractor shall provide the Department with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor agrees to provide the Department with such reports as the Department requests.
- 19. Delinquent Reports.** The Contractor will submit required reports by the designated due dates as identified in this agreement. After notice to the Contractor and an opportunity for a meeting with a Department representative, the Department reserves the right to withhold payments for services performed under this Contract if the Department has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this agreement or previous agreements for similar or equivalent services the Contractor has entered into with the Department.
- 20. Record Keeping and Access.** The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the state or, where applicable, federal agencies. The Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion and submission to the state of the Contractor's annual financial audit.
- 21. Workforce Analysis.** The Contractor shall provide a workforce analysis affirmative action report related to employment practices and procedures.
- 22. Litigation.**
- (a) The Contractor shall provide written notice to the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this contract, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.
 - (b) The Contractor shall provide written notice to the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

C. ALTERATIONS, CANCELLATION AND TERMINATION

1. Contract Revisions and Amendments.

- (a) The Contractor shall submit to the Department in writing any proposed revision to the contract and the Department shall notify the Contractor of receipt of the proposed revision.
- (b) Contract amendments must be in writing and shall not be effective until executed by both parties to the contract, and, where applicable, approved by the Attorney General.

- (c) No amendments may be made to a lapsed contract.

2. Contract Reduction.

- (a) The Department reserves the right to reduce the Contracted amount of compensation at any time in the event that:
 - (1) the Governor or the Connecticut General Assembly rescinds, reallocates, or in any way reduces the total amount budgeted for the operation of the Department during the fiscal year for which such funds are withheld; or
 - (2) federal funding reductions result in reallocation of funds within the Department.
- (b) The Contractor and the Department agree to negotiate on the implementation of the reduction within thirty (30) days of receipt of formal notification of intent to reduce the contracted amount of compensation from the Department. If agreement on the implementation of the reduction is not reached within 30 calendar days of such formal notification and a contract amendment has not been executed, the Department may terminate the contract sixty (60) days from receipt of such formal notification. The Department will formally notify the Contractor of the termination date.

3. Default by the Contractor.

- (a) If the Contractor defaults as to, or otherwise fails to comply with, any of the conditions of this contract the Department may:
 - (1) withhold payments until the default is resolved to the satisfaction of the Department;
 - (2) temporarily or permanently discontinue services under the contract;
 - (3) require that unexpended funds be returned to the Department;
 - (4) assign appropriate state personnel to execute the contract until such time as the contractual defaults have been corrected to the satisfaction of the Department;
 - (5) require that contract funding be used to enter into a subcontract arrangement with a person or persons designated by the Department in order to bring the program into contractual compliance;
 - (6) terminate this contract;
 - (7) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the state or the program(s) provided under this contract or both;
 - (8) any combination of the above actions.
- (b) In addition to the rights and remedies granted to the Department by this contract, the Department shall have all other rights and remedies granted to it by law in the event of breach of or default by the Contractor under the terms of this contract.
- (c) Prior to invoking any of the remedies for default specified in this paragraph except when the Department deems the health or welfare of service recipients is endangered as specified in of this contract or has not met requirements as specified in this contract, the Department shall notify the Contractor in writing of the specific facts and circumstances constituting default or failure to comply with the conditions of this contract and proposed remedies. Within five (5) business days of receipt of this notice, the Contractor shall correct any contractual defaults specified in the notice and submit written documentation of correction to the satisfaction of the Department or request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held

within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to respond to the Department's notice of default and to present a plan of correction with applicable time frames. Within five (5) business days of such meeting, the commissioner of the Department shall notify the Contractor in writing of his/her response to the information provided including acceptance of the plan of correction and, if the commissioner finds continued contractual default for which a satisfactory plan of corrective action has not been presented, the specific remedy for default the Department intends to invoke. This action of the Commissioner shall be considered final.

- (d) If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the agreed upon plan of correction, the Department may proceed with default remedies.

4. Non-enforcement Not to Constitute Waiver. The failure of either party to insist upon strict performance of any terms or conditions of this agreement shall not be deemed a waiver of the term or condition or any remedy that each party has with respect to that term or condition nor shall it preclude a subsequent default by reason of the failure to perform.

5. Cancellation and Recoupment.

- (a) This agreement shall remain in full force and effect for the entire term of the contract period, above, unless either party provides written notice ninety (90) days or more from the date of termination, except that no cancellation by the Contractor may be effective for failure to provide services for the agreed price or rate and cancellation by the Department shall not be effective against services already rendered, so long as the services were rendered in compliance with the contract during the term of the contract.
- (b) In the event the health or welfare of the service recipients is endangered, the Department may cancel the contract and take any immediate action without notice it deems appropriate to protect the health and welfare of service recipients. The Department shall notify the Contractor of the specific reasons for taking such action in writing within five (5) business days of cancellation. Within five (5) business days of receipt of this notice, the Contractor may request in writing a meeting with the commissioner of the Department or his/her designee. Any such meeting shall be held within five (5) business days of the written request. At the meeting, the Contractor shall be given an opportunity to present information on why the Department's actions should be reversed or modified. Within five (5) business days of such meeting, the Commissioner of the Department shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Department. This action of the Commissioner shall be considered final.
- (c) The Department reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.
- (d) The Department reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. Allowable costs incurred to date of termination for operation or transition of program(s) under this contract shall not be subject to recoupment. The Contractor agrees to return to the Department any funds not expended in accordance with the terms and conditions of the contract and, if the Contractor fails to do so upon demand, the Department may recoup said funds from any future payments owing under this contract or any other contract between the State and the Contractor.

6. Equipment. In the event this Contract is terminated or not renewed, the Department reserves the right to recoup any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract. For purposes of this provision, equipment means tangible personal property with a normal useful life of at least one year and a value of at least \$5,000. Equipment shall be considered purchased from Contractor funds and not from Department funds if the equipment is purchased for a program that has other sources of income equal to or greater than the equipment purchase price.

7. Transition after Termination or Expiration of Contract. In the event that this contract is terminated for any reason except where the health and welfare of service recipients is endangered or if the Department does not offer the Contractor a new contract for the same or similar service at the contract's expiration, the Contractor will assist in the orderly transfer of clients served under this contract as required by the Department and will assist in the orderly cessation of operations under this contract. Prior to incurring expenses related to the orderly transfer or continuation of services to service recipients beyond the terms of the contract, the Department and the Contractor agree to negotiate a termination amendment to the existing agreement to address current program components and expenses, anticipated expenses necessary for the orderly transfer of service recipients and changes to the current program to address service recipient needs. The Contractual agreement may be amended as necessary to assure transition requirements are met during the term of this contract. If the transition cannot be concluded during this term, the Department and the Contractor may negotiate an amendment to extend the term of the current contract until the transition may be concluded.

8. Program Cancellation. Where applicable, the cancellation or termination of any individual program or services under this Contract will not, in and of itself, in any way affect the status of any other program or service in effect under this Contract.

9. Mergers and Acquisitions.

- (a) Contracts in whole or in part are not transferable or assignable without the prior written agreement of the Department.
- (b) At least ninety (90) days prior to the effective date of any fundamental changes in corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility, the Contractor shall provide the Department with written notice of such changes.
- (c) The Contractor shall comply with requests for documentation deemed necessary by the Department to determine whether the Department will provide prior written agreement. The Department shall notify the Contractor of such determination not later than forty-five (45) business days from the date the Department receives such requested documentation.

D. STATUTORY AND REGULATORY COMPLIANCE

1. Health Insurance Portability Act of 1996 ("HIPAA").

- (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance "with all applicable federal and state law regarding confidentiality, which includes but is not limited to ("HIPAA"), more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; *and*
- (c) The State of Connecticut Department named on page 1 of this Contract (hereinafter "Department") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; *and*
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; *and*
- (e) The Contractor is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; *and*

- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions
- (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (10) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (11) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (12) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.

- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
 - (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to make PHI available for amendment pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with paragraph I of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
 - (12) Business Associate agrees to comply with any state law that is more stringent than the Privacy Rule.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (j) Obligations of Covered Entity.
- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (l) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
 - (3) Effect of Termination
 - (A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return of

destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, Contractors or agents, or any third party to whom Business Associate has disclosed PHI pursuant to this Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract.

2. **Americans with Disabilities Act of 1990.** This clause applies to those Contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101-12189 and §§ 12201-12213) (Supp. 1993); 47 USCS §§ 225, 611 (Supp. 1993). During the term of the Contract, the Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it will hold the state harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor agrees to abide by provisions of § 504 of the Federal Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** It is the policy of the state that minority business enterprises should have the maximum opportunity to participate in the performance of government Contracts. The Contractor agrees to use best efforts consistent with 45 C.F.R. §§ 74.160 *et seq.* (1992) and paragraph 9 of Appendix G thereto for the administration of programs or activities using HHS funds; and §§ 13a-95a, 4a-60 to

4a-62, 4b-95(b), and 4a-60q of the Connecticut General Statutes to carry out this policy in the award of any subcontracts.

- 4. Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall use its best efforts to ensure that it gives priority to hiring welfare recipients who are subject to time limited welfare and must find employment. The Contractor and the Department will work cooperatively to determine the number and types of positions to which this paragraph shall apply. The Department of Social Services regional office staff or staff of Department of Social Service Contractors will undertake to counsel and screen an adequate number of appropriate candidates for positions targeted by the Contractor as suitable for individuals in the time limited welfare program. The success of the Contractor's efforts will be considered when awarding and evaluating Contracts.
- 5. Non-discrimination Regarding Sexual Orientation.** Unless otherwise provided by Conn. Gen. Stat. § 46a-81p, the Contractor agrees to the following provisions required pursuant to § 4a-60a of the Connecticut General Statutes:
- (a) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representatives of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to § 46a-56 of the Connecticut General Statutes;
 - (4) the Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Contractor which relate to provisions of this section and § 46a-56 of the Connecticut General Statutes.
- (b) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with § 46a-56 of the Connecticut General Statutes provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- 6. Nondiscrimination and Affirmative Action Provisions in Contracts of the State and Political Subdivisions Other Than Municipalities.** The Contractor agrees to comply with provisions of § 4a-60 of the Connecticut General Statutes:
- (a) Every Contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not

discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;

- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f;
 - (5) the Contractor agrees to provide the commission of human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and Conn. Gen. Stat. § 46a-56. If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, "minority business enterprise" means any small Contractor or supplier of materials fifty-one per cent or more of capital stock, if any, or assets of which is owned by a person or persons:
- (1) who are active in the daily affairs of the enterprise;
 - (2) who have the power to direct the management and policies of the enterprise; and
 - (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 49-60g.
- (c) For the purposes of this section, "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determinations of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative action advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provision shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

7. Government Function; Freedom of Information. If the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contract is for the performance of a governmental function, as that term is defined in Conn. Gen. Stat. § 1-200(11), the Department is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, and may be disclosed by the Department pursuant to the Freedom of Information Act.

8. Whistleblowing. This Agreement is subject to the provisions of § 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

9. Campaign Contribution Restrictions. On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies.

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

10. Non-smoking. If the Contractor is an employer subject to the provisions of § 31-40q of the Connecticut General Statutes, the Contractor agrees to provide upon request the Department with a copy of its written rules concerning smoking. Evidence of compliance with the provisions of § 31-40q of the Connecticut General Statutes must be received prior to Contract approval by the Department.

11. Executive Orders.

(a) Executive Order No. 3: Nondiscrimination. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3 or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Contract performance in regard to nondiscrimination, until the Contract is completed or terminated prior

to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that the Contractor will not discriminate in employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

- (b) Executive Order No. 16: Violence in the Workplace Prevention Policy. This Contract is subject to provisions of Executive Order No. 16 of Governor John J. Rowland promulgated August 4, 1999, and, as such, this Contract may be cancelled, terminated or suspended by the Contracting agency or the State for violation of or noncompliance with said Executive Order No. 16. The parties to this Contract, as part of the consideration hereof, agree that:
- (1) Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon/dangerous instrument defined in Section 2 to follow;
 - (2) weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury;
 - (3) Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site;
 - (4) Contractor shall adopt the above prohibitions as work rules, violation of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall require that all employees are aware of such work rules;
 - (5) Contractor agrees that any subcontract it enters into in the furtherance of the work to be performed hereunder shall contain the provisions 1 through 4, above.
- (c) Executive Order No. 17: Connecticut State Employment Service Listings. This Contract is subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract may be canceled, terminated or suspended by the Contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order Number 17, notwithstanding that the Labor Commissioner may not be a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the Contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- (d) Executive Order No. 7C: Contracting Standards Board. This Contract is subject to provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
- (1) The State Contracting Standards Board ("Board") may review this Contract and recommend to the state Contracting agency termination of this Contract for cause. The State Contracting agency shall consider the recommendations and act as required or permitted in accordance with the Contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state Contracting agency and any other affected party in accordance with the notice provisions in the Contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (A) a violation of the State Ethics Code (Chap. 10 of the general statutes) or section 4a-100 of the general statutes or (B) wanton or reckless disregard of any state Contracting and procurement process by any person substantially involved in such Contract or state Contracting agency.

- (2) For purposes of this Section, "Contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a Contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (3) Notwithstanding the Contract value listed in sections 4-250 and 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Conn. Gen. Stat. and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.
- (e) Executive Order No. 14: Procurement of cleaning products and services. This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: August 11, 2008
Re: Guidelines for Negotiation of Agreements between the Town of Mansfield and Storrs Center Development Entities

Subject Matter/Background

Attached please find a proposed set of guidelines to govern the negotiation of agreements between the Town of Mansfield and Storrs Center development entities.

In public meetings and in communications to the Council, we have heard support for Storrs Center as well as concern about the Town's potential financial obligations and the expected revenues, benefits and risks of the project. The Town of Mansfield is a founding member and an active partner in the Mansfield Downtown Partnership, and is represented by three (3) Town Councilors and myself as Town Manager.

As you know, we are in the early stages of evaluating and negotiating a potential development agreement between the master developer, LeylandAlliance, and the Town regarding the public components of the project. To assist us with this effort, we have retained the firm of Economics Research Advisors (ERA) to evaluate the financial aspects of the project and to provide related development advisory services.

In our recent session with ERA, we discussed the goals of the negotiation and the primary objectives of any development agreement. Importantly, we talked about the need to create a market-sustainable and financially viable project, to ensure a fair agreement between the Town and the developer that minimizes the Town's risk and protects the interests of Mansfield residents and taxpayers, and to ensure an appropriate return upon the Town's investment in terms of fiscal and social benefits. Also in our session with ERA, we reviewed the role that the Town Council as a whole should play in overseeing the Town's participation in this set of negotiations, as well as the next steps in the process.

The attached set of guidelines is designed to clearly state the role of the Town Council and the Town Manager in the negotiations process with LeylandAlliance or any related Storrs Center development entity. The guidelines also speak to the primary objectives of the process, the Council's need for information, and the importance of respecting the integrity of executive session and holding information protected as confidential under the Freedom of Information Act in confidence. In addition, the guidelines explain that certain information may be shared in executive session, but that any final action taken by the Town Council on any agreement related to this process shall be in open session.

In my view, it is important for the Council to proceed with this process as a committee of the whole. These contractual negotiations will further define the specifics of the financial arrangements and other responsibilities of the concerned parties. The agreements which the Mansfield Town Council will be asked to critique and approve will have a significant impact on the Town and its residents for many years.

It is imperative that all Town Council members have sufficient knowledge of the data and participate fully in discussions that formulate the basis for the agreements in order to substantiate that the benefits and risks have been fully evaluated and the interests of the Town have been protected. I would imagine that Councilors will need to feel comfortable that they can justify all contractual arrangements, including a development agreement with LeylandAlliance and any agreement that impacts relocated businesses.

Furthermore, I believe that the input of all individual Council members will provide more credibility to any final agreement(s). This will provide maximum opportunity for identification and discussion of the pros and cons of the various criteria and contractual relationships that result in the desired outcomes while minimizing risk. Working as a committee of the whole should also help to ensure that the broad diversity of Mansfield citizens is represented in the negotiation process. Lastly, the participation of all Councilors in the contract development process should result in more specific direction and guidance for me and in a more coherent public discussion of the final draft proposals.

Recommendation

I appreciate the Council's review and consideration of the proposed guidelines regarding the negotiation of agreements between the Town of Mansfield and Storrs Center development entities, and welcome any comments that you might have.

If you are prepared to endorse the recommendation, the following motion would be in order:

Move, effective August 11, 2008, to endorse and adopt the following Guidelines for Negotiation of Agreements between the Town of Mansfield and Storrs Center Development Entities:

Preamble: The Storrs Center project has been envisioned as a "vibrant village... that will intelligently and creatively fuse the interests of the residential community ...with an increasingly diverse academic community that constitutes the state's largest university and one of our nation's leading public research institutions." The project was developed in the spirit of partnership between the Town of Mansfield and its citizenry, LeylandAlliance, and the University of Connecticut. In keeping with the characteristics of every public-private project, Storrs Center will continue to require mutual trust and cooperation among the different parties to be successful and economically sustainable.

- 1) The Town Council shall meet as a committee of the whole to provide direction and guidance regarding the Town's negotiations with the master developer, LeylandAlliance, and any related Storrs Center development entities. Throughout the negotiation process, the Town Council, meeting as a committee of the whole, shall review such information that it collectively deems necessary to make informed decisions regarding the negotiations and any potential agreements related to the Storrs Center development. Depending on the nature

and confidentiality of such information, this information could be provided in executive or public session.

- 2) The Town Manager shall serve as the principal negotiator and spokesperson for the Town Council, and shall be charged with negotiating with the master developer a tentative development agreement for review and approval by the Town Council. If necessary, the Town Manager shall also be charged with negotiating with related Storrs Center development entities any other agreement necessary for the Storrs Center project. Such other necessary agreements shall also be submitted to the Town Council for review and approval. Throughout the negotiation process, the Town Manager shall provide the Town Council with updates regarding the status and progress of the negotiations, to keep the Council informed and to solicit input, guidance and direction from the Council, meeting as a committee of the whole.
- 3) The primary objectives of any development agreement shall be to: (i) create a market-sustainable and financially viable project; (ii) ensure a fair agreement between the Town and the developer that minimizes the Town's risk and protects the interests of Mansfield residents and taxpayers; and (iii) ensure an appropriate return upon the town's investment in terms of fiscal and social benefits.
- 4) It is understood that information (such as draft development agreement terms or confidential business information) provided in executive session is protected as confidential under the Freedom of Information Act, and must be treated as such. To protect the integrity of the negotiations and to ensure good faith among the parties, all participants (Council members, staff and others) in any executive session pertaining to the negotiations, shall hold any and all information discussed in executive session in confidence. This guideline is critical to negotiating the development agreement.
- 5) The development agreement negotiated between the Town and LeylandAlliance and any other agreements negotiated between the Town and a related Storrs Center development entity will adhere to the primary objectives described in paragraph (3) above.
- 6) Any action taken by the Town Council with respect to a final development agreement or any other agreements related to the Storrs Center development shall be taken in public session, properly noticed and warned.

**PAGE
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**MANSFIELD DOWNTOWN PARTNERSHIP
BOARD OF DIRECTORS MEETING
Tuesday, July 1, 2008
Mansfield Downtown Partnership Office
1244 Storrs Road**

4:00 PM

Minutes

Present: Chair: Philip Lodewick, Steve Bacon, Tom Callahan, Gregory Haddad, Matt Hart, Janet Jones, Frank McNabb, Peter Nicholls, Phil Spak, Betsy Treiber, David Woods

Staff: Cynthia van Zelm

1. Call to Order

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

Tom Callahan made a motion to add an Executive Session to the Agenda. Matthew Hart seconded the motion. The motion was approved unanimously.

2. Opportunity for Public to Comment

There were no comments from the public.

3. Approval of Minutes

Mr. Callahan made a motion to approve the minutes. Mr. Hart seconded the motion. The minutes were approved unanimously.

4. Election of Officers to Board of Directors for 2008-2009

Mr. Hart made a motion to approve Philip Lodewick as President, Betsy Treiber as Vice President, Steve Rogers as Secretary, and Phil Spak as Treasurer as officers for the Partnership for the 2008-2009 fiscal year. Bruce Clouette seconded the motion. The motion was approved unanimously.

5. Appointment of Committee Chairs and Members for 2008-2009

Mr. Callahan made a motion to appoint the attached list of Mansfield Downtown Partnership Committee chairs and Committee members until the end of the Partnership fiscal year on June 30, 2009. Frank McNabb seconded the motion. The motion was approved unanimously.

6. Director's Report

Ms. van Zelm reminded Board members that the July Open House will be Wednesday, July 2 at 5:30 pm instead of Thursday as she will be out of town.

She also noted that the 3rd Annual Tour de Mansfield bike ride is Saturday, July 19 at the Mansfield Community Center.

7. Update on Storrs Center Project and Next Steps

Mr. Callahan referred to the presentation to the Town Council by the Partnership and LeylandAlliance that was held at the Mansfield Library on June 12. The presentation focused on key issues regarding Storrs Center and next steps. A follow-up meeting was held in Town Hall last week (June 23rd) with questions by the Town Council and the audience. He noted the support at the meeting.

The Board discussed the Town budget referendum vote and what effect the Town portion of the Partnership budget may have had on the voting.

Board members reiterated the need to get out factual information on Storrs Center and communicate it more effectively. It is important to communicate answers as quickly as questions arise.

Mr. Lodewick noted that it important to reinforce the benefits of the project, particularly the economics.

Mr. Clouette said the economic landscape has changed, causing more scrutiny of budgets. He said continual progress needs to be shown. Mr. Clouette said it has been effective to talk to people one on one by providing them updates and correct information.

Mr. Callahan said it is compelling to show what has been done in terms of accessing state and federal dollars.

Mr. Hart said the Town has brought on a financial advisor with one of its roles to look at the master developer's most current fiscal analysis. He said he hopes that their work will be completed by the end of the summer with an update to the Town Council in the fall.

8. Report from Committees

Advertising and Promotion

Dean Woods said the Committee met on May 28 and talked about the Annual Report.

He said a group of Committee members spent a Saturday morning cleaning the windows of the former Basket Case and Tequila Cove spaces, as well as

setting up a display in the old Basket Case site of information about the Partnership, events, and Storrs Center. The group will work on the Husky Blues window once it has access.

Dean Woods said there was some discussion of doing a fall newsletter. The Committee recommended proceeding with the newsletter as it is another vehicle to get out information about the Festival, as it has been used in the past.

Festival on the Green

Ms. van Zelm gave the Festival report in Ms. Betsy Paterson's absence. Ms. van Zelm said many vendors are confirmed including Jorgensen, the Connecticut Repertory Theater, EO Smith Foundation, Atrusa, UConn Dining Services with food demonstrations, etc.

There will be some new food vendors with the old favorites of Dominos and Wing Express. New food options include corn on the cob, and vegan selections.

We have over \$14,000 committed in sponsorships but are still looking for more.

We do need Partnership Board members to help with the Partnership informational table as well as gift baskets for the drawing/silent auction; and to assist with the Partnership Know Your Towns Fair table.

Confirmed performers are The Chordials, Kidsville Kuckoo Revue, Aztec Two Step, and The Mohegan Sun All-Stars. Tentatively scheduled are the Senior Choir and the Kerry School of Irish Dance.

Finance and Administration

Tom Callahan said the Finance and Administration Committee report would be covered in Executive Session.

Membership Development

Betsy Treiber said that Membership Development Committee member Dolan Evanovich had been recognized as the Partnership's Volunteer of the Year.

She said the current membership is at 408 members with \$21,700 collected.

Ms. Treiber said there will still some members who had not renewed for the last fiscal year. Letters had been sent and calls made to encourage those people/organizations to renew. Mr. Lodewick suggested that another letter be sent.

Planning and Design

In Mr. Steve Bacon's absence (arrived later), Ms. van Zelm said that the Planning and Design Committee had met and discussed the changes that the Board had suggested at its May meeting. Mr. McNabb said that he suggested that LeylandAlliance look into a military grade film which goes under concrete and reduces radon infiltration.

Ms. van Zelm said that Macon Toledano will research the suggested changes by the Committee (as he is doing with the Board suggestions from May), and bring those back to the Board after approval by the Planning and Design Committee.

Mr. Clouette made a motion to go into Executive Session. Mr. Gregg Haddad seconded the motion. The motion was approved unanimously.

9. Executive Session – Personnel

Executive Session was held.

10. Other

Mr. Hart made a motion to come out of Executive Session. Dean Woods seconded the motion. The motion was approved unanimously.

Mr. Callahan made a motion to adjust the 2008-2009 budget to move \$20,000 from fund balance to contingency. Dean Woods seconded the motion. The motion was approved unanimously.

11. Adjourn

Mr. Callahan made a motion to adjourn. Mr. Clouette seconded the motion. The meeting adjourned at 5:35 pm.

Minutes taken by Cynthia van Zelm.

MINUTES
MANSFIELD INLAND WETLANDS AGENCY
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 (7:04), B. Ryan
Members absent: P. Kochenburger
Alternates present: M. Beal
Alternates absent: G. Lewis, L. Lombard
Staff present: G. Meitzler (Wetlands Agent)

Chairman Favretti called the meeting to order at 7:01 p.m. Alternate Beal was appointed to act.

Minutes:

6/2/08-Hall MOVED, Gardner seconded, to approve the minutes as written. MOTION PASSED with all in favor except Plante and Ryan who disqualified themselves.

6/11/08-Ryan MOVED, Holt seconded, to approve the field trip minutes as written. MOTION PASSED with, Favretti, Beal, Goodwin, Holt and Ryan in favor and all others disqualified.

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

Communications:

The Wetlands Agent's Monthly Business report was noted.

Public Hearing:

W1395 - Green - Knowlton/Wormwood Hill Rds - 11 Lot Subdivision

Chairman Favretti opened the continued Public Hearing at 7:05 p.m. Members present were R. Favretti, B. Gardner, J. Goodwin, R. Hall, K. Holt, P. Plante, B. Pociask, B. Ryan and alternate M. Beal who was appointed to act. Wetlands Agent Meitzler noted the following supplemental communications received and distributed to members of the agency: a 6-11-08 revised map and a 6-26-08 memo from Grant Meitzler, Wetlands Agent.

Rob Hellstrom, Land Surveyor, reviewed the revisions made to the 6-11-08 plans as per comments received in the Wetlands Agent's memo. He submitted a 7-7-08 revised plan of lot #3 depicting proposed changes.

Favretti noted no further questions or comments from the public or the Agency. Holt MOVED, Hall seconded, to close the public hearing at 7:15 p.m. MOTION PASSED UNANIMOUSLY.

Old Business:

W1397 - R.F.Crossen - Windwood Acres Subdivision - 6 lots

After extensive discussion, Holt MOVED, Gardner seconded, to deny an Inland Wetlands License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to KMC LLC (file no. W1397), for a 6-lot subdivision on property owned by the applicant, located on the north side of Storrs Road, as shown on plans dated 3/31/2008 revised through 5/06/2008, and as described in other application submissions. This action is based on the application submissions, all evidence and testimony presented in a public hearing held on May 5, 2008 and continued on June 2, 2008, observations made on a field trip to the site on April 16, 2008, and consideration of applicable regulations.

The Wetlands Agency carefully considered testimony on the environmental impact of this proposal given by the applicant's experts: Gardner & Peterson Associates, LLC, and John Ianni, Professional Soils Scientist.

The Agency has determined that the applicant has not satisfactorily addressed issues raised at the Public Hearing, concerning the potential for detrimental impact to the long term productivity of and irretrievable impact on the extensive wetlands areas located on the property, and to the Nelson's Brook wetland system both on this site and continuing downstream from the site. Detrimental impact is expected due to the filling necessary for the two proposed wetland crossings and associated drainage from the common driveway areas.

The Agency finds there are feasible and prudent alternatives to the proposed development. At least two alternatives are:

1. The alternative of not crossing any wetlands, as submitted as part of the applicant's "Yield Plan" dated 3/01/2008, showing 3 building lots fronting directly on Storrs Road (Route 195);
2. The use of bridge crossings at the same locations already proposed, each spanning approximately eight feet (8'), to avoid the possibility of disrupting the stream flow characteristics.

Consistent with Sections 4.5 and 4.6 of the Wetlands and Watercourses Regulations, this denial helps promote the long term productivity of these wetlands and will avoid irreversible and irretrievable loss of these resources. The Agency finds this proposed subdivision to be unsuitable for this site due to potentially significant and unacceptable impacts to the site's wetlands and the important Nelson Brook wetland system.

MOTION PASSED with all in favor except Plante and Pociask who were opposed.

W1399 - Sandall - Crane Hill R - addition in buffer

Hall disqualified himself. Richard Sherman, architect, of Chaplin and Keith Sandall, owner and applicant, discussed the 7-3-08 revised plans that were submitted, noting revisions were made based on comments made by Agency members and staff. After discussion, Holt MOVED, Gardner seconded, to grant an Inland Wetlands License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Keith Sandall (file W 1399) for construction of an addition to an existing house that is to be cantilevered without footings or posts, on property owned by the applicant, located at 84 Crane Hill Road, as shown on a map dated 4/30/2008, revised through 7/03/08, and as described in other application submissions.

This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

- 1) Appropriate erosion and sedimentation controls shall be in place prior to construction, maintained during construction and removed when disturbed areas are completely stabilized;
- 2) There shall be no digging or disturbance of the soil for any reason, not for footings for the addition nor for a deck, as the house is already positioned too close to the wetland. The house was built before wetlands regulations were in place, and the addition and deck would be even closer to the wetland.
- 3) If there is to be any relocation of soil, it shall be placed on the street-side of the house or hauled off-site.

This approval is valid for a period of five years (until July 7, 2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED UNANIMOUSLY, with Hall disqualified.

W1401 - Jankhe - Daleville R - addition to deck in buffer

Holt MOVED, Ryan seconded, to grant an Inland Wetland License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Margery Jahnke (File W1401) for an 8 foot deck for a hot tub to abut an existing deck behind the house, on property owned by the applicant, located at 12 Daleville Road, as shown on a map dated and revised through May 13, 2008, and as described in other application submissions.

This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

1. Appropriate erosion and sedimentation controls shall be in place prior to construction and maintained during construction and removed when disturbed areas are completely stabilized;
2. The fireplace shall not be rebuilt any closer to wetlands than it is now;
3. The wooden barrier between the deck addition and the wetlands shall be installed before earthwork is started, in order to serve as erosion and sediment protection for the wetlands.

This approval is valid for a period of five years (until 7/7/2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED UNANIMOUSLY.

W1402 – Marcus – Homestead – addition in buffer

Holt MOVED, Beal seconded, to grant an Inland Wetland License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Alan Marcus (File W1402) for a 400 square-foot one-story addition to an existing house plus a 200 square-foot deck attached to the addition, on property owned by the applicant, located at 16 Homestead Drive, as shown on a map dated and revised through May 28, 2008, and as described in other application submissions.

This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

1. Appropriate erosion and sedimentation controls (as shown on the plans) shall be in place prior to construction and maintained during construction and removed when disturbed areas are completely stabilized.

This approval is valid for a period of five years (until 7/7/2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED UNANIMOUSLY.

W1403 – Mansfield Auto Parts – permit renewal request

Item was tabled pending more information from the applicant.

W1404 – Webster – Fern Rd – addition in buffer

Holt MOVED, Hall seconded, to grant an Inland Wetland License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Geoffrey and Toula Webster (File W1404) for two single-story additions to an existing house, on property owned by the applicant, located at 54 Fern Road, as shown on a map dated June 2, 2008, and as described in other application submissions.

This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

1. Appropriate erosion and sedimentation controls (as shown on the plans) shall be in place prior to construction and maintained during construction and removed when disturbed areas are completely stabilized.
2. Silt fencing shall be installed downhill of the addition to the front of the house;
3. The excavated material shall be stockpiled as far away from wetlands as possible, at least 75 feet from the wetlands.

This approval is valid for a period of five years (until 7/7/2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED UNANIMOUSLY.

Watercourses Regulations of the Town of Mansfield to Michael Block (File W1406) for improvements to a mobile home park, on property owned by the applicant, located at 8-22 Hanks Hill Road, as shown on a map dated June 18, 2008, and as described in other application submissions.

This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

1. Appropriate erosion and sedimentation controls shall be in place prior to construction and maintained during construction and removed when disturbed areas are completely stabilized.
2. A rip-rap pad shall be placed below the outlet of the new drainage swale, to break the energy of water-flow before it hits the nearby wetlands;
3. Either a gravel tie-down pad or a full concrete pad is acceptable to the Agency, as there is little difference in potential impact between the two.

This approval is valid for a period of five years (until 7/7/2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED UNANIMOUSLY.

Continued hearing for Order to Correct Violation:

W1400 - Glode - Stafford R near Mansfield City Rd

Meitzler stated that he had consulted with the Town Attorney. At this time he recommended tabling this item pending further information and consultation with the property owner. Goodwin felt that a time-limit is needed.

New Business:

W1407 - Lewis - Warrenville Rd - SF house in buffer

Goodwin MOVED, Holt seconded, to receive the application submitted by Walter Lewis (IWA File W1407) under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield for the construction of a single family residence and onsite septic and well, at 541B Warrenville Road, on property owned by the applicant as shown on a map dated 6/2/08, and as described in other application submissions, and to refer said application to the staff and Conservation Commission for review and comment. MOTION PASSED UNANIMOUSLY.

W1409 - Unistar Properties LLC - Browns/Stafford Rds - 3 lot subdivision

Goodwin MOVED, Holt seconded, to receive the application submitted by Unistar Properties LLC., (IWA File W1409) under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield for a 3-lot residential subdivision and driveways, wells and onsite septic, at Stafford and Browns Roads, on property owned by the applicant as shown on a map dated 6/30/08, and as described in other application submissions, and to refer said application to the staff and Conservation Commission for review and comment and to set a Public Hearing date for 8/4/08. MOTION PASSED UNANIMOUSLY.

W1408 - Harris/Beutel - Ellise Rd - change bridge design

Holt MOVED, Hall seconded, to grant a modification to an Inland Wetland License under Section 5 of the Wetlands and Watercourses Regulations of the Town of Mansfield to Lisa Harris and Timothy Beutel (File W1408) for the modification of a previously approved application (W1370) for a 1-lot subdivision with a wood bridge crossing a stream, on property owned by the applicant, located on Ellise Road, as shown on a map dated January 2, 2007, and as described in other application submissions.

This action is based on a finding of no anticipated significant impact on the wetlands, and is conditioned upon the following provisions being met:

1. Appropriate erosion and sedimentation controls (as shown on the plans) shall be in place prior to construction and maintained during construction and removed when disturbed areas are completely stabilized;
2. Maps shall not be signed until all DEP permit requirements have been addressed;

3. All conditions of the previous applications (W1370) shall remain in effect. The only change is to the bridge itself, from pre-cast concrete to a laminated wooden bridge of the same dimensions and at the same location;
4. Work in the watercourse shall be done during the dry part of the year.

This approval is valid for a period of five years (until 7/7/2013), unless additional time is requested by the applicant and granted by the Inland Wetlands Agency. The applicant shall notify the Wetlands Agent before any work begins, and all work shall be completed within one year. Any extension of the activity period shall come before this agency for further review and comment. MOTION PASSED UNANIMOUSLY.

Field Trip Date:

July 16, 2008 at 1 P.M.

Reports of Officers and Committees:

Noted.

Other Communications and Bills:

Noted.

Adjournment:

The meeting was adjourned at 8:10 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. Schragar. 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

MINUTES
MANSFIELD INLAND WETLANDS AGENCY
Special Meeting
Monday, July 21, 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: L. Lombard, G. Lewis (7:02)
Alternates absent: M. Beal
Staff present: G. Meitzler (Wetlands Agent)

Chairman Favretti called the special meeting to order at 7:00 p.m. Alternate Lombard was appointed to act; he noted that he had listened to the tape of the July 7, 2008 meeting.

Old Business:

W1395 - Green - Knowlton/Wormwood Hill Rds - 11 Lot Subdivision

Chairman Favretti requested that someone work on a motion. Holt agreed to present the motion at the next scheduled meeting. Grant Meitzler, Wetlands Agent, added that there was some discussion about moving the conservation easement, and he suggested that a condition be included in the motion to that effect. There were no further questions or comments.

W1403 - Mansfield Auto Parts - permit renewal request

Item was tabled pending a report on the Mercury test results.

W1400 - Glode - Stafford Rd near Mansfield City Rd

Lombard disqualified himself and Lewis was appointed to act.

Holt MOVED, Gardner seconded, to leave the order in place as issued on May 28, 2008 with a completion date of September 15, 2008 (approximately 60 days) for the Glode property (File #W1400). MOTION CARRIED UNANIMOUSLY.

Adjournment:

The meeting was adjourned at 7:13 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary

MINUTES

MANSFIELD PLANNING AND ZONING COMMISSION

Regular Meeting, Monday, July 21, 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: L. Lombard, G. Lewis
Alternates absent: M. Beal
Staff present: C. Hirsch (Zoning Agent)

Chairman Favretti called the meeting to order at 7:14 p.m. and appointed alternate Lewis to act.

Minutes:

7/7/08- Hall MOVED, Holt seconded, to approve the 7/7/08 minutes as written. MOTION PASSED UNANIMOUSLY. Lombard noted that he listened to the tapes.

7/16/08 Field Trip- Ryan MOVED, Holt seconded, to approve the 7/16/08 minutes as written. Lombard, Ryan, Holt and Favretti in favor with all others disqualified.

Scheduled Business:

Zoning Agent's Report:

- A. Items noted.
- B. Hall Property Update - Curt Hirsch to make a site visit regarding list of accessory vehicles/equipment.
- C. DeBoer Property Update - No Update
- D. Request to delay landscaping for Hoot relocation project, File #483-4 – Holt MOVED, Hall seconded, that the Zoning Agent be authorized to issue a Certificate of Compliance for The Hoot and defer installation of the PZC-approved landscaping plan until September 30, 2008. MOTION PASSED UNANIMOUSLY.

Old Business:

1. 11 lot Subdivision Application, Wormwood Hill and Knowlton Hill Rds, Green o/a, File #1269

Item tabled awaiting IWA action.

2. Special Permit- Gravel Permit Renewals

A. Steven Banis, Pleasant Valley Road, File #1164 – Holt MOVED, Hall seconded, “to approve with conditions the special permit renewal application (file 1164) of Steven D. Banis for the removal of approximately 9,000 cubic yards of excess material from Area #3 to be used for agricultural purposes on property located at Pleasant Valley Farm, Pleasant Valley Road, in an RAR-90 zone, as submitted to the Commission and shown on plans dated 6/1/05 revised through 6/9/08, accompanied by a 4/17/08 letter, and as presented at Public Hearings on 6/16/08 and 7/7/08. This approval is granted because the application as hereby approved is considered to be in compliance with Article X, Section H, Article V, Section B, and other provisions of the Mansfield Zoning Regulations, and is granted subject to the following conditions:

1. The applicant shall implement the suggestions and recommendations for soil and erosion control contained in a 7/12/00 letter from David Askew, District Manager of the Tolland County Soil and Water Conservation District, Inc. This work includes the stabilization of areas adjacent to watercourses, the stabilization of the largest intermittent stream channel, the phasing of land-disturbing activity to minimize periods of soil exposure and the revegetation of disturbed areas.
2. No blasting or excavation work shall take place within fifty feet of a property line. Particular care shall be taken in meeting this requirement adjacent to the Wadsworth property.

3. All work shall be conducted between 7 a.m. and 7 p.m. Monday through Friday and between 9 a.m. and 7 p.m. Saturday.
4. All blasting work shall be subject to the permitting process administered by the office of the Fire Marshal. The applicant's blasting agent shall notify the Windham Airport prior to blasting activity pursuant to a schedule to be agreed upon by the blasting agent, Mansfield's Fire Marshal and the Windham Airport manager. In addition, the applicant shall place a temporary sign along Pleasant Valley Road at least twelve (12) hours prior to blasting activity. The sign shall note the anticipated period of blasting.
5. Based on the applicant's submissions, all material removed from site is to be trucked out of Mansfield. All trucks hauling material offsite shall use Pleasant Valley Road to Route 32 to Route 6, and all loads shall be covered during transit.
6. The site shall be maintained as follows:
 - A. There shall be no rock-processing equipment onsite;
 - B. There shall be no rock or stump burial onsite;
 - C. Onsite stockpiling shall be kept to a minimum to help prevent safety problems;
 - D. No topsoil shall be removed from the site.
 - E. The applicant shall submit bi-weekly erosion and sedimentation monitoring reports to the Zoning Agent until disturbed areas are revegetated;
7. Subject to compliance with all conditions, this permit shall be in effect until July 1, 2009;
8. This permit shall not become valid until the applicant obtains the permit form from the Planning Office and files it on the Land Records." MOTION PASSED UNANIMOUSLY.

B. Edward Hall, Old Mansfield Hollow Road, File #910-2 – Holt MOVED, Hall seconded, "to approve with conditions the special permit renewal application of Edward C. Hall (file 910-2) for excavating and grading on property owned by the applicant, located off Bassetts Bridge Road, as presented at Public Hearings on 6/16/08 and 7/7/08. This renewal is granted because the application as hereby approved is considered to be in compliance with Art. V, Sec. B and Art. X, Sec. H of the Mansfield Zoning Regulations. Approval is granted with the following conditions, which must be strictly adhered to, due to potential adverse neighborhood impacts. Any violation of these conditions or the Zoning Regulations may provide basis for revocation or non-renewal of this special permit.

1. No activity shall take place until this renewal of special permit is filed on the Mansfield Land Records by the applicant. This approval for special permit renewal shall apply only to the authorized Phase I area of the site.
2. This special permit renewal shall be effective until July 1, 2009;
3. Excavation activity shall take place only in accordance with plans dated 12/1/91 and 5/9/95, as revised to 6/13/06;
4. This permit renewal acknowledges that up to 500 cubic yards of clean topsoil may be brought onto the Phase 1 premises. Prior to depositing any topsoil/fill, the applicant shall contact the Assistant Town Engineer and identify the source of the topsoil material. The Assistant Town Engineer shall make a determination about the suitability of the material source and may require that it be tested for contamination. Only clean topsoil shall be brought in, and it shall be spread or stockpiled solely within the Phase 1 area.
5. All work shall be performed by Edward C. Hall or his employees. No other subcontractors or excavators shall excavate in or haul from this site. All work shall be performed using the equipment stated on said plans and in the applicant's Statement of Use;
6. No more than 8,000 cubic yards of sand and gravel or the amount of material remaining in Phase I, whichever is less, shall be removed per year;
7. In association with any request for permit renewal, the following information shall be submitted to the Commission at least one month prior to the permit expiration date:
 - A. Updated mapping, prepared by a licensed professional engineer, depicting current contour elevations and the status of site conditions; including areas that have been revegetated;
 - B. A status report statement that includes information regarding:

- the amount of material removed in the current permit year and the estimated remaining material to be removed in the approved phase;
 - the planned timetable for future removal and restoration activity;
 - conformance or lack thereof with the specific approval conditions contained in this renewal motion
8. Unless prior authorization has been granted by the Commission, the existing area to the south and southeast of the approved excavation phase shall be retained in its existing wooded state. This area provides a buffer between the subject excavation activity and neighboring residential uses and is deemed necessary to address neighborhood impact requirements. The buffer shall extend southerly from the approved Phase I area to the Stadler-McCarthy property and shall extend southeasterly along the Gray and Dyjak properties to Mansfield Hollow Road Extension. The southeasterly extension shall have a minimum width of 50 feet (see Article X, Section H.5.e);
9. Topsoil:
- A. A minimum of 4" of topsoil shall be spread, seeded and stabilized over areas where excavation has been completed;
 - B. No loam shall be removed from the property. All stockpiled loam presently on the site shall be used for restoration of the area where gravel is removed;
10. In order to ensure that dust does not leave the site, erosion and sedimentation controls and site restoration provisions as detailed in the plans shall be strictly adhered to and the following measures shall be implemented:
- A. No more than 1.5 acres shall be exposed at any one time;
 - B. The work shall be performed as described, from north to south and west to east, occurring in a "trough";
 - C. The swale along the haul road shall be kept dust-free and maintained to trap fine material and to keep the gravel surface of the road clean;
 - D. If the above measures do not control dust on the site as evidenced by complaints from nearby residents and verification by the Zoning Agent, dust monitors shall be installed immediately, with the advice of the applicant's engineer, and with their operation approved by the PZC;
 - E. The haul road shall be watered as necessary to prevent dust;
 - F. All loads shall be covered at the loading location;
 - G. There shall be no stockpiles of any material other than topsoil located outside the excavation area. Any stockpiles will be only as part of the daily operation of the excavation and shall not exceed 10 cubic yards in size. All stockpiled material shall be graded off and stored within the lower portions of the site in order to minimize any windblown transport.
11. In order to ensure that there is no damage to the major aquifer underlying the subject property and nearby wells, the following shall be complied with:
- A. Excavation shall not take place within 4 feet of the water table;
 - B. Materials stored onsite shall be limited to those directly connected with the subject excavation operation or an agricultural or accessory use authorized by the Zoning Regulations. Any burial of stumps obtained from the permit premises shall be in conformance with the DEP's regulations;
 - C. With the exception of manure, which shall be spread in accordance with the letter received at the 4/6/94 PZC meeting from Joyce Meader of the Cooperative Extension Service, no pesticides or fertilizers shall be applied unless a specific application plan is approved by the PZC. All operations to restore the subject site shall employ Best Management Practices as recommended by the Natural Resources Conservation Service and State Department of Environmental Protection for the application of manure, fertilizers or pesticides and the management of animal wastes;
 - D. No refueling, maintenance or storage of equipment shall be done onsite, in order to minimize the potential for damage from accidental spills;
12. At a minimum, the subject site shall be inspected monthly by the Zoning Agent. Said agent shall schedule quarterly site inspections and shall invite neighborhood representatives to accompany him;
13. Old Mansfield Hollow Rd. shall be the only route used for deliveries out of the neighborhood;

15. Approval of this permit does not imply approval of any future phase;
16. The existing cash bond plus accumulated interest shall remain in place until the activity has ceased and the area has been stabilized and restored to the satisfaction of the PZC. Prior to filing notice of this Special Permit renewal on the Land Records, an updated bond agreement approved by the PZC Chairman with staff assistance shall be executed.;
17. Hauling operations and use of site excavation equipment shall be limited to the hours of 8 am to 5:30 p.m. Mon.-Fri., and 8 a.m. to 1 p.m. on Saturday, with no hours of operation on Sunday;
18. For one year only, from July 1, 2008 to July 1, 2009, the Planning and Zoning Commission waives the requirement of a map submission as per Condition #7A.

This special permit shall become valid only after it is obtained by the applicant from the Mansfield Planning Office and filed by him upon the Mansfield Land Records.

Further, it is noted that if there are any changes to the site or plan not authorized by this approval, the applicant shall request a modification before proceeding. Such a request for modification may be considered major and may entail a Public Hearing, depending on the nature of the request and its potential for impact on the health, welfare and safety of Mansfield's citizens and nearby residents.

MOTION PASSED UNANIMOUSLY.

C. Karen Green, 1090 Stafford Road, File #1258 – Holt MOVED, Hall seconded, to approve “to approve with conditions the special permit application of K. Green (File # 1258) for a gravel removal activity at 1090 Stafford Road, as shown on a plan dated 2/7/07 as prepared by Filip Associates, a March 2007 Statement of Use, an April 28, 2008 application, and as described in other application submissions, and as presented at Public Hearings on 6/16/08 and 7/7/08. This approval is granted because the application as hereby approved is considered to be in compliance with Article V, Section B and Article X, Section H of the Mansfield Zoning Regulations, and is granted with the following conditions:

1. All disturbed areas shall be covered with a minimum of 4 inches of topsoil and revegetated as per regulatory requirements and application submissions. No topsoil shall be removed from site without prior authorization.
2. The PZC reserves the right to require bonding if site development problems arise.
3. Subject to compliance with all conditions, this permit shall be in effect until July 1, 2009.
4. This permit shall not become valid until the applicant obtains the permit form from the Planning Office and files it on the Land Records. MOTION PASSED UNANIMOUSLY.

3. Subdivision Application, Windwood Acres, Baxter Estates Section II, 6 lots off of Storrs Rd., Crossen., o/a File # 1229-2 Mark Petersen, Professional Engineer, requested a sixty-five day extension to give him time to submit a new Wetlands application for the August 4, 2008 meeting. Holt MOVED, Pociask seconded, to accept the sixty-five day extension for the Windwood application, File 1229-2. MOTION PASSED UNANIMOUSLY.

4. Special Permit Application, Single Family Residence with an Efficiency Unit, 648 Storrs Rd., J. Sabo o/a, File #1273
Tabled pending an 8/4/08 Public Hearing.

5. Subdivision Application, 3 proposed lots on Stafford Rd., Unistar Properties o/a. File #1274
Tabled pending an 8/4/08 Public Hearing.

6. Town Council Referral: White Oak Condominiums, Proposed Sewage Disposal System on Town Land Item tabled pending receipt of additional staff and committee reports.

7. PZC-Proposed revisions to the Zoning Map and Zoning Regulations, File #907-30
Item tabled – Until 9/2/08. The consensus of the PZC was that Greg Padick, Town Planner, should be present during discussion.

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

Michael Healey, applicant, discussed the modifications he is addressing as specified in memos from Gregory Padick and John Jackman. He discussed changes he has made to his site plans, now revised to 7/21/08, but did not submit the plans. He stated that an additional 300 cubic yards of fill material will be needed to complete the proposed grading. He will not finalize plans for his free-standing signage until he has identified tenants. Item tabled until additional staff reports are received.

New Business:

1. Designation of PZC representative to Committee on Quality of Life

M. Beal was chosen by unanimous consent of the PZC to serve on the Committee on Quality of Life.

Reports of Officers and Committees:

There were no items to report.

Communications and Bills:

Noted

Adjournment:

Favretti declared the meeting adjourned at 8:07 p.m.

Respectfully submitted,

Katherine K. Holt, Secretary



THE PUBLIC SCHOOLS OF MANSFIELD, CONNECTICUT

FREDERICK A. BARUZZI, SUPERINTENDENT

**AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268
(860) 429-3350
Fax: (860) 429-3379**

Item #9

August 7, 2008

Dear Mr. ~~Hart~~ *Matt*:

I have received your letter dated August 6, 2008 and have shared the contents of the letter with members of the Mansfield Board of Education, as well as district administrators.

I will present a list of recommended budget transfers totaling \$155,825 to the Mansfield Board of Education at its next regularly scheduled meeting on Thursday, September 11, 2008. A list of approved budget transfers will be transmitted to your office, as well as to the Director of Finance, on Friday, September 12, 2008.

If you require further information at this time, please do not hesitate to call.

Sincerely,

Frederick A. Baruzzi

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Item #10

TO: Mr. Matthew Hart, Town Manager of Mansfield

FROM: Betsy Paterson, Mayor of Mansfield and President of CCM
Jim Finley, CCM Executive Director and CEO

RE: The 2008 legislative session proves the value of CCM membership!

Your membership in CCM paid off big time during the 2008 General Assembly session. Talk about return-on-investment!

In just one advocacy area alone, CCM's efforts protected \$123,742 in critical funding for your local government over the next two fiscal years, as CCM led the fight that successfully preserved the present rates of your municipal real estate conveyance tax.

It wasn't easy - the legislative battle between CCM and the CT Association of Realtors was the most hard-fought of the 2008 session. And this victory for towns and cities came despite a well-funded advocacy effort by the realtors' association, including an expensive television campaign and grassroots pressure on legislators during an election year.



Your town's dues to CCM -- \$14,371 -- which entitles municipal government to a wide range of services, is much, much less than the conveyance tax funding that CCM delivered for your community. And with some towns reaping the benefits of CCM lobbying efforts without paying for membership (see over), we especially thank you for your loyalty to CCM, which ensures that CCM has the necessary resources to win these crucial battles on your behalf.



But wait, there is more. CCM also led the charge that successfully and significantly narrowed a super-costly unfunded mandate on towns and cities -- a proposed new workers' compensation presumption for police officers and firefighters for infectious diseases, cancer, and heart disease. The compromise legislation that passed was far more limited than originally introduced -- legislation that CCM successfully opposed as an "unfunded mandate on steroids." The compromise bill only provides for a rebuttable presumption of job-relatedness for heart attacks suffered in training or on the job. The bill does not cover other types of heart disease. Nor does it cover several types of cancer and infectious diseases that also were included in the original bill -- all of which would have cost towns millions of dollars in new workers' compensation claims.

One CCM-member CEO said, *"even if CCM did nothing else for my municipality, which is the farthest thing from the truth, the results of these two efforts alone more than pay for the cost of our dues for years and years to come."*

In this tough economy, it is more important than ever *that every town and city* stick together to advance the common interests of municipal governments. CCM does the heavy-lifting on behalf of towns and cities at the State Capitol. That's why 144 towns and cities, with over 90 percent of Connecticut's population, are members of CCM. Thank you for your continued support of CCM.

If you have any questions, please call Jim Finley or Kevin Maloney of CCM at (203) 498-3000.

CC: Local Legislators
Board of Finance members

21 weeks.
147 days.
211,680 minutes.

That's how long the Connecticut General Assembly will be in session in 2009. And remember during the 2008 session, legislators considered approximately **2,500 bills** and another **1,300 amendments**, many of which would have directly impacted towns and cities.

That's a lot of time —
and a lot of legislation.
It takes an experienced team
to make sure it's covered.

**CCM'S TEAM OF LOBBYISTS
COVERS THE STATE CAPITOL —**

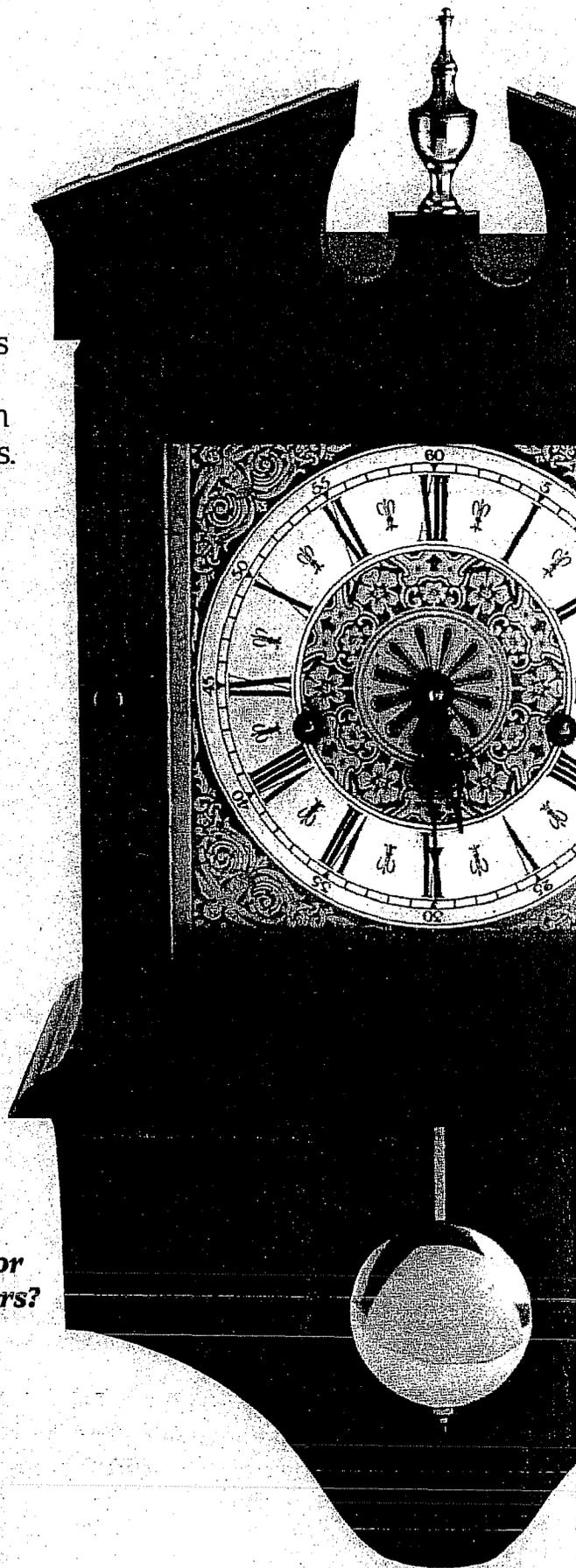
Every Minute.
Every Day.
Every Committee.
Every Bill.
Every Amendment.
All Session.

So while you may not need to be a CCM member to get some of the benefits of CCM's state capitol lobbyists, ask yourself:
***If every municipality felt the same way —
would anyone up there watch out full time for
your local government and property taxpayers?***



THE VOICE OF LOCAL GOVERNMENT

900 Chapel Street, 9th Floor, New Haven, Connecticut 06510-2807
Telephone (203) 498-3000 • Fax (203) 562-6314 • www.ccm-ct.org



Number 08-55



Legislative Update



THE VOICE OF LOCAL GOVERNMENT

PLEASE DELIVER IMMEDIATELY TO ALL CCM-MEMBER MAYORS, FIRST SELECTMEN, AND TOWN/CITY MANAGERS

Meetings of CCM Legislative Committee 2008-2009

-- Save These Dates --

CCM's Legislative Committee meets monthly beginning in the Fall and throughout the General Assembly session to discuss and determine CCM's policy concerning an array of important issues affecting municipalities. The Legislative Committee often hosts key state policymakers at these meetings.

We encourage all CCM members to participate in meetings of the Legislative Committee -- make your voices heard on the issues that concern your community.

The Legislative Committee meetings scheduled for 2008-2009 are:

2008 Meetings:

Thursday, October 16, Four Points Sheraton, Meriden

Tuesday, November 18, Hawthorne Inn, Berlin

Tuesday, December 16, Crowne Plaza, Cromwell

2009 Meetings:

Tuesday, January 13, Holiday Inn, North Haven

Tuesday, February 10, Four Points Sheraton, Meriden

Tuesday, March 10, Crowne Plaza, Cromwell

Tuesday, April 21, Hawthorne Inn, Berlin

Tuesday, May 19, Holiday Inn, North Haven

Tuesday, June 16, Crowne Plaza, Cromwell

Registration for all meetings begin at 8:30 a.m., with the program starting at 9:00 a.m. They are scheduled to finish no later than 11:30 a.m.

*** ** *

If you have questions on any public policy issue affecting towns and cities please call Gian-Carl Casa, Director of Public Policy & Advocacy, or Ron Thomas, Manager of State and Federal Relations, at (203) 498-3000.

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STATE REGULATORY

BULLETIN

Item #12



CONNECTICUT CONFERENCE OF MUNICIPALITIES

900 CHAPEL STREET, 9th FLOOR, NEW HAVEN, CT 06510-2607 PHONE (203) 498-3000 • FAX (203) 662-6314

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

PLEASE DELIVER IMMEDIATELY TO ALL CCM-MEMBER MAYORS, FIRST SELECTMEN, AND TOWN/CITY MANAGERS

July 30, 2008, Number 08-04

Proposed Regulations for Physical Restraint and Seclusion of School Children

The State Board of Education has proposed new regulations pertaining to the *physical restraint and seclusion of children who are or may be eligible for special education* consistent with PA 07-147.

A **public hearing** has been scheduled for **Tuesday, August 19th from 9:30 am to 3:30 pm** in the SERC Classroom at 25 Industrial Park in Middletown.

Written comments will also be accepted until **August 15, 2008**. Written comments may be submitted to:

Attorney Theresa DeFrancis
Bureau of Special Education
P.O. Box 2219
Hartford, CT 06415

For complete text of the proposed regulations, along with the fiscal note showing an estimated financial impact on municipalities, please contact Attorney Theresa DeFrancis by email at theresa.francis@ct.gov.

#

If you have any questions regarding this bulletin, please contact Kachina Walsh-Weaver, CCM's Senior Legislative Associate, at (203) 498-3000 or kweaver@ccm-ct.org.

This bulletin has been sent to CCM-member mayors, first selectmen, town/city managers, school superintendents, and board of education chairs.

**PAGE
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Community center talks lead to town council fight ^{7/29}

By ZACHARY JANOWSKI
Chronicle Staff Writer

MANSFIELD — Two council members engaged in a shouting match shortly after a town council meeting adjourned Monday, reflecting frustration with a lack of respect among council members — and the late hour.

The sparks started flying during a vote to review how the community center started offering former members of the Riverside Athletic Club in Willimantic 50 percent discounts on renewals at the center.

As one council member tried to add the controversy to an upcoming agenda, other members made some informal remarks that changed the tone of debate.

"Bruce, did you make a comment about me looking for eyes rolling in the audience," Helen Koehn asked, just after the meeting adjourned.

Bruce Clouette admitted he had and apologized.

During a discussion about council decorum in April, Koehn accused Mansfield Mayor Elizabeth Paterson of rolling her eyes while Koehn spoke at council meetings.

Koehn said Clouette discussed adding a rule against "impugning character" to a draft of the council's procedures considered during the meeting, yet had made a rude comment directed toward her.

"I am sorry," Clouette said.

"And I don't accept," Koehn replied.

"It's getting late, Helen," Paterson interjected.

"It doesn't matter. I apologized and you can...," Clouette said.

"I can't believe you, Bruce," Koehn said, as she stormed out of the council chambers.

Ultimately, the council voted to discuss community center discounts at a future meeting.

As part of an effort to recruit new members for the community center, the town agreed to split revenue for 13 months with the former owners of Riverside Athletic Club

Community center talks lead to fight

(Continued from Page 1)

for accommodating the members of the shuttered health club.

Two weeks ago, Mansfield Parks and Recreation Director Curt Vincente told the council the center would also offer a 50 percent discount to RAC members who renew with the center.

The discount caught several council members by surprise, but Vincente said the private sector offers "outrageous specials" and the center's marketing consultant suggested the discount as a way to compete.

In a letter to the council, community center members Nora and Norman Stevens said they have "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."

"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," the Stevens' wrote. "How about some 'outrageous specials' for Mansfield residents?"

The letter also criticized the "cavalier fashion in which the decision was made."

Koehn said she wanted to discuss the concerns raised in the letter and by other residents at a future council meeting.

"I would be opposed to adding this one because I don't think a lot of good points are made," said Clouette, who is criticized in the letter.

Clouette described the tone of the letter as "snotty."

Council member Leigh Duffy said there is more criticism from the community than just that one letter.

Koehn made a motion to discuss concerns about the discount at a future meeting.

In a voice vote, only six of the seven council members present voted.

Deputy Mayor Gregory Haddad made a side comment to council member Clouette next to him about why he hadn't voted.

"The motion is so vague," Clouette said.

The 3-3 tie at just before 11 p.m. prompted laughter from the apparently tired audience.

Koehn scolded the council members and audience for laughing, prompting remarks that led to the meltdown.

Paterson eventually called for a show of hands and the motion to discuss the matter at a later meeting passed 4-3 with Clouette voting in favor.

Shortly thereafter, the council adjourned and Koehn confronted Clouette about his remarks.

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Opinion

8/5

Chronicle

Lucy B. Crosbie
President

Kevin Crosbie
Publisher

Charles C. Ryan
Editor

Editorial

Community center misfires with RAC

We understand the Mansfield Community Center wants to increase its membership to help offset operating costs that have been greater than expected in this tough economy.

But we have a number of problems with the arrangement worked out with the former Riverside Athletic Club in Willimantic.

It is not the job of government to compete with private enterprise.

Quite the opposite, government should only provide services not offered by private enterprise. Examples include public transportation in cities where such transportation is not profitable for private enterprise and certain social services.

Governments that compete directly with private enterprise eventually cut their own throat by driving away businesses that provide tax revenue.

In the secretly negotiated deal between the community center and RAC, the center actually undercut negotiations between two private health club businesses.

Future Fitness in North Windham had been negotiating an arrangement to accept the members of the RAC, but the community center offered a better deal.

The only reason the community center could do that is because it is subsidized by Mansfield taxpayers and it doesn't have to operate for profit.

Private enterprises like the RAC or Future Fitness either make a profit each year or they eventually close their doors and go out of business. The community center just gets additional subsidies if it doesn't break even.

A great deal of the concern that has arisen over this deal could have been averted if the town officials in charge had conducted the town's business in public, as should be the case with all public ventures.

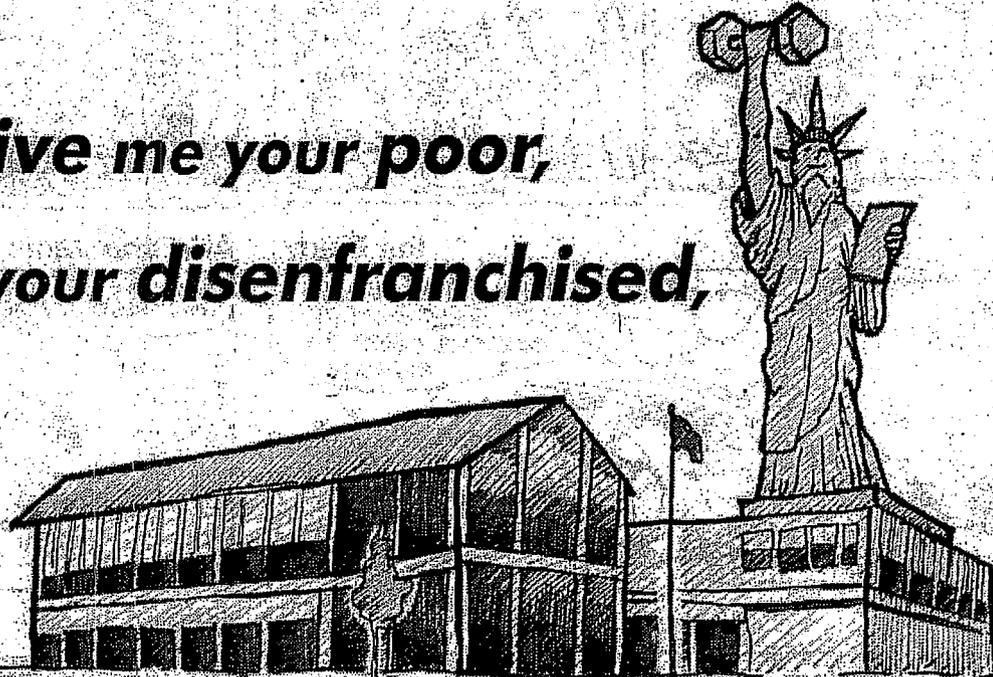
The proposal to negotiate a deal with RAC should have been discussed in public and been voted on before any talks began. Indirectly, because the community center is subsidized, it involves the expenditure of money, particularly in offering 50 percent discounts to get former RAC members to renew their membership with the community center.

Mansfield residents who have to pay a full fee and those who can't afford that fee are correct to be upset about the discount being offered to retain former RAC members.

A marketing expert reportedly suggested the discount because the health club business is very competitive. That would be all well and good if the community center were a private enterprise and not a government agency.

The community center should not have undercut negotiations between two private businesses and it should not be offering special deals on renewal that it does not offer Mansfield residents.

**Give me your poor,
your disenfranchised,**



**Mansfield
Community
Center**

**Yearning to
Pump Iron**

-100-

Opinion

Chronicle 8/4

Lucy B. Crosbie
President

Kevin Crosbie
Publisher

Charles C. Ryan
Editor

Editorial

We offer these threads, needles

Needles to Mansfield town councilors Bruce Clouette and Helen Koehn for their embarrassing shouting match after an especially heated council meeting July 28. Tempers flared during a discussion of the Mansfield Community Center's acceptance of former members of the Riverside Athletic Club in Willimantic. The reason for the flareup is less significant than the childish way the pair behaved. Unfortunately, this is nothing new for the Mansfield council. In May, after a councilor accused Mayor Betsy Paterson of "rolling her eyes" Town Manager Matthew Hart made a plea to town leaders to mind their manners. Apparently that message was forgotten last week. Engaging in out-of-control shouting matches is not only unbecoming but counter-productive. It's time council members take a step back and take a deep breath.

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Letters to the editor

writer opined that those who haven't attended the "400 Storrs Downtown public brainstorming sessions" are "uninformed" and "should not vote" against a budget so wisely crafted by civic leaders.

However, the truly informed know that when projects have economic justification, they get done by real investors and without a dime of public money.

Show me a project where developers have to be enticed with public funds and I'll show you failed projects like Windham Mills. The Downtown Partnership has already cost Mansfield over half a million dollars, mostly to fund an office that tries to drum up enthusiasm.

It appears that the Storrs Center Project

will not get started unless the town agrees to provide the financing for the developer, abate business taxes, subsidize rents for the tenant-proprietors, waive permitting fees and even fund, build and operate a parking garage.

These public subsidies establish a bad precedent for future developers who will expect handouts, and raise fairness issues for nearby retailers not sharing in the largesse. Storrs's commercial center is matched to current marketplace realities.

If demand for more services increases, then real investors — those who build things on their own dime — will follow. Squandering taxpayer dollars on a "partnership" to create a robust downtown will only result in a rotund white elephant.

David Freudmann
Mansfield

Editor:

7/24

Mansfield budget critics were castigated in a recent letter by a Storrs Center booster. The

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Editor: 7/30

I read a story in the Monday *Chronicle* that takes the cake. The people of Mansfield have to pay for the relocation cost of the businesses forced to relocate by the Storrs Center fiasco. Relocate to where? I also read that the famous law firm of Dewey, Cheatham & Howe says that we have to assure the businesses a 25 percent profit on their business ventures. If they don't make that amount the people of Mansfield will gladly make up the amount they are short. I wonder if Mansfield paid for the move that the Hoot made last week?

For 67 years I have lived in Storrs and have never seen such farce. I guess the ringmaster and the clowns are at work. Maybe when Mansfield runs out of water all this stupidity (Storrs Center Project) will go away.

Karl Beckert
Storrs

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Editor:

7/31

I, too, have been concerned about the special 50 percent-off deal that Mansfield has offered former members of the Willimantic Riverside Athletic Club to join the Mansfield Community Center. The center is a wonderful addition to our town, with wonderful programs and great facilities, but it was built primarily to serve Mansfield residents, with higher fees for outsiders.

I agree entirely with the questions raised about this deal by Nora and Norman Stevens, described in your Tuesday article about Monday's town council meeting.

And, I commend councilor Helen Koehn for insisting that a discussion of community center fees should be included on the next council agenda.

Why should our taxpayer-funded community center provide special deals for Willimantic residents with nothing comparable for deserving Mansfield residents?

I wonder why there is a special "marketing consultant" (presumably paid for out of our taxes?) for our community center.

This center should not be run like a privately owned business. It is a town-wide enterprise, for the benefit of the whole town and all

its residents, who already pay for it in the annual town budget, even if they don't have a membership.

The center should increase the active membership by cutting the bureaucratic overhead, making membership terms more flexible and lowering the costs for everybody. That's the kind of marketing we need.

Then we can welcome Willimantic and other town residents, if there is still room, but not at half the membership fee that Mansfield taxpayers have to pay.

**Ruth B Moynihan
Storrs**

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Editor: 8/4

Who is the Mansfield Town Council? What are the duties of the Mansfield Town Council? Apparently it was turned into a "yes council." Whenever anything is brought up by the chairman, it is approved. If anyone says "no," they are criticized.

They just laid off some employees without prior notice. Is that right?

They just offered a 50 percent discount to the former Riverside Athletic Club members to join the Mansfield Community Center. That's wrong.

If they wanted to cut their budget, they should not have opened a new skateboard park. This will need a full-time attendant and create lots of problems and accidents.

God bless America.

**Sam Gordon
Storrs**

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Mansfield Community Center tries out new fitness regimen

By ZACHARY JANOWSKI ^{8/4}
Chronicle Staff Writer

MANSFIELD — Sometimes even a health club may need a personal trainer.

This summer, the Mansfield Community Center is embracing a fitness plan for its business.

The center has struggled to shake the perception it is not self-sufficient — one of the town's stated goals during the process to approve the \$7.6 million facility, which opened in 2003.

To help with that process, it has embraced some recommendations from a May consultant's report as the next step in that direction.

"Generally speaking, it's good to have other opinions," said Mansfield Parks and Recreation Director Curt Vincente.

Last year, the town council approved a \$201,538 subsidy for the recreation fund, which covers the operations of the community center and the parks and recreation department.

Half of the cash infusion covered a fiscal year 2006-07 deficit. The other half covered anticipated deficits in fiscal year 2007-08.

The fiscal 2008-09 budget includes



Roxanne Pandolfi

The Mansfield Community Center has embraced some recommendations from a consultant's report on how to remain self-sufficient.

\$75,000 in subsidy for the recreation fund, with a total budget of \$2.19 million.

The town manager's budget requested \$100,000, but the town council reduced the amount and put pressure on the community center for improved performance.

The town will contribute \$384,660 to

the recreation fund, including funds to cover administrative costs and support the teen center and aquatics program in addition to the subsidy.

Residents and some council members have criticized a recent move by the community center to offer 50-percent discounts to members of Willimantic's

(Center, Page 4)

Center tries out new fitness regimen

(Continued from Page 1)

now-closed Riverside Athletic Club.

The community center made a deal with RAC's owners to accommodate its members for the duration of their RAC membership.

The town made the offer to RAC members at the advice of its marketing consultant.

Residents and center members have criticized the discounts as unfair, while council members are divided about whether they should have approved the discount.

Since before the controversy, council member Bruce Clouette has said he does not believe the council should set any rates or discounts at the center.

Council member Helen Koehn recently suggested setting policy guidelines about offering discounts at the center to avoid future controversy.

The dispute became personal after a council meeting adjourned late last Monday.

Koehn criticized Clouette for an allegedly rude remark he made during the meeting and the two had a brief shouting match before she stormed out of the council chambers.

The consultant's report, by

Steve Capezone of Enterprise Consulting, suggests changes in several areas, including a more frequent review of financial reports, pro-active sales efforts and changes to rates and the member contract.

The town has already implemented several recommendations such as monthly — instead of quarterly — reviews of reports, increasing outreach to former members and added emphasis on recruiting corporate members.

Vincente said it "certainly won't hurt" to review the reports monthly.

The town council will address another set of recommendations when it approves the fees, including possible increases, for the community center later this summer. The council next meets Monday, Aug. 11, at 7:30 p.m. at the town office building.

Town Manager Matthew Hart said his staff is looking at the feasibility of the consultant recommendations.

Hart said the fee schedule has not been placed on an agenda yet.

"Every summer we present a proposed fee schedule to the council," he explained.

Last year, the council increased

community center fees in September.

A Mansfield family pays \$590 per year or \$195 every three months for two memberships under the current schedule. An individual resident can join for \$330 per year or \$110 for three months.

Non-resident families pay \$685 per year or \$225 for three months, while individuals pay \$390 for the year or \$130 for three months.

Willington and Ashford residents receive slight discounts on the non-resident rate.

Off-peak memberships are also available in each category at a discounted rate.

Hart said, this year, the council could use that opportunity to address the consultant's recommendations, including the elimination of three-month memberships except for students, increases to non-resident fees, membership fees for the teen center, implementing an enrollment fee and eliminating off-peak memberships.

The consultant also recommended revising the membership agreement so it becomes a month-to-month agreement after a year.

However, Vincente cautioned against following the recommen-

dations without considering the differences between the community center and the for-profit fitness centers studied by Capezone.

"There's quite a blending of public access" at the community center, Vincente said, which is "not well known to the private sector."

"I have a little bit of trouble of how that applies to our facility," he said.

Vincente said he needs to "balance" financial considerations "with the needs of the general community."

He said only one similar facility exists in Connecticut, located in Ridgefield.

"In my view, if the membership is covering the membership costs, it is break-even," Vincente said, referring to the center's current financial status.

"Generally speaking, facilities like ours need some kind of support because they are providing more services than just to their membership," he added.

Vincente said he is "always looking to grow revenue and control expenses."

"It's arguable," Hart said. "You could say we accomplished that goal (of being self-sufficient)."

Mansfield finalizes deals with school chiefs

By ZACHARY JANOWSKI
Chronicle Staff Writer

MANSFIELD — The town's newly appointed school chief will earn \$142,000 in his first year in the top job.

Mansfield Superintendent Frederick Baruzzi's salary represents a saving over his long-serving predecessor, Superintendent Gordon Schimmel, who earned \$152,228 in the 2007-2008 fiscal year.

Baruzzi previously served as Mansfield's assistant superintendent. In that position, he earned \$132,968 in the 2007-2008 fiscal year.

Mansfield school board Chairman Mary Feathers said the board set a target salary at the beginning of the superintendent search process with the help of its consultant. She said the board advertised the job at no less than \$142,000. According to Feathers, the consultant helped gather comparison data from other

districts to have a reference.

She said the board was fortunate not to have searched for a superintendent recently.

Feathers said she hopes its luck continues. "Our hope is, of course, to have a long-term relationship with our superintendent," she explained. "While we find Fred is an extraordinary individual, we didn't write anything extraordinarily unusual into his contract."

The board of education had a special meeting late last month to approve an addendum to Schimmel's contract prior to his retirement.

The addendum clarifies the contract between Schimmel and the board "in order to provide expressly that effective upon Dr. Schimmel's retirement, the board will pay Dr. Schimmel for his accrued, unused vacation remaining on the books as of June 30, 2008, at his per diem salary rate."

Schimmel's payout, according to school offi-

cial, is for 24.5 days at \$581.21 per day for a total approaching \$14,240.

Feathers said the board followed the advice of its attorneys in signing the addendum, saying the addendum "will clarify the intent of the town as well as past practice." She said the board wrote Baruzzi's contract to reflect the clarification.

Baruzzi's three-year contract, obtained from the board of education personnel office, also provides him with 25 days of vacation and 20 sick days per fiscal year.

Baruzzi can carry seven vacation days forward to the next year. He can carry sick days forward until he accumulates 260 days.

The contract contains a provision carried over from earlier agreements, according to Feathers, granting him \$250 for each year he worked in Mansfield in a lump sum at retirement.

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Mansfield resurrects quality of life group

By ZACHARY JANOWSKI ^{7/25}
Chronicle Staff Writer

MANSFIELD — Town officials have revived a committee to tackle quality of life issues in town, particularly the effects of absentee landlords and student renters on neighborhoods.

According to Town Manager Matthew Hart, town staff completed initial research into possible revisions to the housing and new nuisance abatement ordinances based on a review of tactics used in other university communities.

Hart recommended the council re-establish the committee to review the recommendations with staff to prepare them for presentation to the full town council.

Hart suggested the committee have four council members, one member of the planning and zoning commission and one University of Connecticut representative.

The town council approved a charge for the resurrected committee at its July 14 meeting.

Council member Helen Koehn suggested adding residents to serve on the committee.

The council voted to add three residents to the committee, bringing the total number to nine. The town's committee on committees

will nominate residents to serve on this new committee.

The planning and zoning commission appointed alternate member Michael Beal to serve on the committee at its Monday meeting.

According to the committee charge approved by the council, the recommendations could take a number of forms, including enhancements to the housing code, improvements to existing ordinances and the adoption of new ordinances.

The council also charged the committee to work with the planning and zoning commission, UConn Off-Campus Services, the town-gown committee and neighborhood associations before making its recommendations.

The committee will involve the planning and zoning commission in discussions about potentially changing the definition of family for single-family homes.

Hart's memo to the council suggests including a UConn representative "because the university has taken a more active role, particularly via the Mansfield Community-Campus Partnership and Office for Off Campus Services, in dealing with off-campus issues."

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Mansfield tweaks its budget 7/29

By ZACHARY JANOWSKI
Chronicle Staff Writer

MANSFIELD — With revenue shortfalls anticipated because of poor economic performance and low interest rates, the town council Monday set aside \$250,000 to prevent overspending in fiscal year 2008-2009.

The budget changes include laying off a part-time administrative assistant at the Mansfield Senior Center and a reduction in hours for some staff.

The council moved \$94,175 into a town contingency fund and \$155,825 into a board of education contingency fund.

On June 24, residents voted 1,169 to 1,094 to approve the \$43.7 million town/school budget in the first referendum under a revised charter.

The 2008-2009 budget includes \$12.7 million for general government, \$20.9 million for kindergarten through eighth grade education and \$10.1 million for the town contribution to the Regional School District 19 budget.

Council member Helen Koehn voted against the changes because she opposed the layoff. She tried to strip it from the budget changes, but the employee had already received a pink slip.

Controller Cherie Trahan said

school Superintendent Frederick Baruzzi told her the school system would be able to make the cuts as requested by the town.

The board of education has not met to discuss how to make the reductions. School board chairman Mary Feathers said she had not scheduled a special meeting.

Feathers said if no special meeting is called, the board would tackle the cuts at its next regularly scheduled meeting in September.

On the town side of the budget, the cuts came from public safety, \$28,000, government operations, \$23,425, community services, \$21,810, public works, \$17,390, and town-wide, \$3,550.

The public safety reductions include 3 percent cuts to part-time and overtime hours.

The finance department reduced a full-time clerk to part-time and existing staff will fill a part-time receptionist position at the public works garage.

The town manager's office recommended laying off a part-time administrative assistant at the senior center and filling the hours by sharing a full-time receptionist with the community center.

The proposal calls for filling the hours at the community center with part-time employees at a lower hourly rate.

Koehn said the layoff upset her and she introduced an amendment to replace it with other cuts.

"I have a real problem with the part-time administrative assistant losing their job," Koehn said. "I just don't feel right about having this person losing their job."

After Koehn made her motion, Assistant to the Town Manager Maria Capriola said the layoff "has already occurred."

Capriola, filling in for Town Manager Matthew Hart, said the employee received severance and the transfer from the community center was scheduled for Aug. 1.

Some council members questioned whether the layoff should have been made without their approval.

Trahan said it was within Hart's responsibilities to lay off employees. "We are not changing services," she explained.

"Never did anyone say this had been done," Koehn said.

"If we did not pass this, what happens?" asked council member Leigh Duffy, who seconded the motion.

Trahan said the council vote only transferred the money from the budget lines to the contingency accounts, but it was not needed to authorize the cost-saving measures.

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PZC says 'no' to White Oak septic proposal

By ZACHARY JANOWSKI
Chronicle Staff Writer

MANSFIELD — The planning and zoning commission voted unanimously Monday against building a replacement septic system for White Oak Condominiums on town open space.

The project was the association's proposed solution for current systems riddled with environmental concerns. White Oak, located on Route 32, has no space to replace its ailing septic systems on its own property, so the association is seeking to build on the neighboring Dunhamtown Forest.

The 64 condo units were built in a wetland area with poor drainage in the 1960s — before regulations prohibiting such construction ex-

isted, according to officials.

The septic system of one of the buildings has already failed and others are headed in the same direction.

The state Department of Environmental Protection started pushing White Oak toward replacing its system a decade ago. The DEP has jurisdiction because of the septic system's size. State regulators have not issued a formal order, but could if current talks break down. Town officials expect DEP would give such an order to the Town of Mansfield in addition to the property owners.

"My review indicates that if the town does not authorize the proposed project, it is likely that the DEP will issue a formal notice of

violation and that the town will be compelled to act to help remedy the existing sanitary problem," Director of Planning Gregory Padick said in a memo.

However, according to zoning agent Curt Hirsch, the commission members decided not to rubber stamp the project because it may be forced on the town anyway. Hirsch said commissioners raised concern about setting a precedent during extensive discussion about the principle of allowing private uses of town conservation land.

He said the commission voted unanimously to report to the town council that it does not support the proposal "inasmuch as the planning and zoning commission does not support the use of town-

owned open space parcels for private use."

Hirsch said the PZC did not have time to review the history of the site, including other possible solutions, before deciding not to endorse the one submitted.

The council referred the proposal by association engineers to the conservation commission, parks advisory committee and the open space preservation committee.

The parks advisory committee and conservation commission have said the proposal is less than ideal, but have made suggestions to protect the town's interests.

According to Town Manager Matthew Hart, the easement would be for about 5-7 acres of the 100-plus-acre forest.

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Town must fund relocation costs

By ZACHARY JANOWSKI ^{7/28}
Chronicle Staff Writer

MANSFIELD — An attorney for the Mansfield Downtown Partnership gave a formal legal opinion last week clarifying the town's legal obligation to pay relocation costs for businesses displaced by the \$220 million Storrs Center project.

"The town would have no sound defense" if it was sued for not providing relocation costs, wrote partnership attorney Leeland Cole-Chu in his opinion, issued Thursday.

"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," Cole-Chu wrote in his opinion.

Partnership Executive Director Cynthia van Zelm said the town and project master developer Leyland Alliance would each pay half of the relocation costs.

Van Zelm said the partnership's relocation consultant estimated the costs will be around \$700,000 based on the number and type of tenants.

She said the town has already set aside part of its \$350,000 share of the costs.

Town Manager Matthew Hart requested the formal opinion from Cole-Chu, of Cole-Chu & Cipparone in New London, after conflicting answers during a town council meeting.

At the June 23 meeting, a resident asked if the town had an obligation to pay relocation costs and officials said there was an obligation.

Later in the meeting, when a council member asked a similar question — the once-crowded room now almost empty — Cole-Chu said the town made a policy decision to provide relocation costs.

Following the unclear answer, residents

(Mansfield, Page 4)

Mansfield must fund relocation costs

(Continued from Page 1)

asked for clarification and Hart agreed to request the written opinion.

Van Zelm said the opinion is "an affirmation" of how the town and partnership planned to handle relocation.

According to Cole-Chu's opinion, the town has an obligation to pay relocation costs for multiple reasons, including the need to follow state and federal laws so as to preserve grant funding.

In the opinion, Cole-Chu shows the history behind the project and how the town chose to include payment of relocation costs in the municipal development plan.

He said the plan, approved by the town council and planning and zoning commission plus the state Department of Economic and Community Development, is binding.

If the town ignored the state-approved plan, it could jeopardize state funding committed to the

project, according to Cole-Chu.

Gov. M. Jodi Rell recently announced \$10 million in funding for the project's first parking garage, which the town is expected to own and operate. The partnership also plans to use state money for road improvements.

Cole-Chu said the partnership also risks losing federal money if it does not provide relocation costs.

The partnership received about \$500,000 for design work for the

first parking garage and expects \$3.6 million for improvements to Storrs Road (Route 195).

"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," Cole-Chu wrote. "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."

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Item #26



A trip to the Carriage House apartments may be a big deal for some, but as it turns out, you can have a sweet time in your own dorm, too.

Going to Carriage your first weekend? Think again

By: John Bailey

Posted: 8/4/08

If you haven't already heard about Carriage through the grapevine, here's the skinny: it's a big, dumb mess. As long as the weather's relatively balmy, the Carriage House apartments are the epicenter of UConn's loudest, drunkest weekend parties. And when that first weekend scoots around the corner, you'll probably find that Carriage is the talk of the dorm. You'll almost certainly be invited, and you will have to make a choice. But is there no choice at all, really? Of course not!

Play in the woods.

There's an old saying that "the journey is the truest destination." Some guy said it. I don't know whom. He's dead now. Probably Napoleon or Teddy Roosevelt or something. But he also said this: "Carriage House is lame and you should probably check out the woods." Honestly, the path to Carriage House is a long and hard one, and besides - you think that the first night you head up there, you'll even be able to handle walking along a huge, wide concrete path?

So you know you'll end up collapsed under a tree anyway. Bring some granola bars and your best campfire stories. And a baseball bat. The ticks near Carriage are the size of cats.

Do the SU.

Ha ha! Just kidding! Good one, right? No, seriously. Compare and contrast UConn's biggest official and unofficial parties: free food vs. no food. A short jaunt from the dorm vs. a long, confusing trek through the howling Storrs tempests. People that rile you up when they're sober, let alone drunk, vs. the cute, perky news anchors on the SU TVs. Getting arrested for mooning a trooper vs. getting arrested for ... I don't know, having too much fun? Work with me here, I can't hype this place alone.

Talk earnestly about weighty matters.

You opened your bags into a new world, you kissed your parents goodbye and you waved a tear-stained handkerchief as their station wagon disappeared down Route 195. You are an adult now! Never forget that. And ask yourself, would you not do the world of adulthood a grand disservice by playing the fool at those dens of debauchery? Your important business partners and research collaborators (you used to call them 'friends') are right in your dormitory. Adults do not put themselves into situations where they are liable to be clobbered by a keg stand. Adults talk about the price of gold bars and the square acreage of their corn estates. You do have corn estates, right?

Get a jump on next week's classes.

My mother always told me to set my clock five minutes early so that I'd be on time for things even when I thought I was running late. The same logic can apply to schoolwork: If you can convince yourself that all your classes are at 4 a.m. on Saturday, you'll do all that hard cram-work during the wee hours of Friday night and be totally set for next week. Then you'll be stumbling around Arjona like a zombie while the sun rises and be unable to function properly for the rest of the weekend. If your friends question your brilliant plan, remind them that "the early bird gets the worm." Next weekend, they'll be having fun and you'll be eating worms. Losers.

Hold a dorm icebreaker.

In every freshman dorm, there's always that one creepily friendly person that memorized everyone's name over the summer through Facebook and gives you a really firm handshake whenever they run into you. Eventually, they end up going on a spree of meet n' greets throughout the dorm, dragging all the other bored, socially inept people with them. Take advantage of this phenomenon: When the "I'm so lonely" train shows up at your room, invite them all in. Get squirt guns and balloons; play a creative board game; do some charades! Eventually, someone will suggest you all go to Carriage, and everyone will leave. But hey, you tried.

Get lost going to Carriage.

Nobody remembers how to get to Carriage after just one night. Maybe that's because you have to take a left out of your dorm, two more lefts, a right past the big building - no, the other big building - and then go straight past the sign, spin around twice, ask the man in the sombrero for a rope, swing across the lava pit and defeat the troll. A journey to Carriage without an expert guide will probably end with your standing in either Northwest or possibly Australia. If you've ever taken an orienteering class, you can use the opportunity to try to remember how a compass works when you're wasted. "N stands for 'Not This Way', right?"

Hold a theme party.

Everyone's seen these before at middle school dances. "80's night," "Tie-dye night," etc. Amateurs! You can do better than that. Get creative. Stupid pop culture of your childhood and European history are good party sources. Try "Phases of Madonna" party, "Your favorite British Prime Minister" party or "Everyone dress like a Tech Deck and do lip-tricks off the couch" party. At the very least, your friends will be impressed that you spend so much time thinking about this crap. Then you'll be "the loser that comes up with the parties about Presidents" instead of just "the loser." Onward and upward!

Late Night Team Sports.

You probably forgot to pack your paintball equipment, so that's out. But the nighttime is the right time for painting your faces hardcore colors (like red and blue) and tackling your new best friends down huge hills into sharp rocks. Add 'night' to any sport or game and it gets cooler: Night rugby, night capture the flag or even night bocce. Flashlight tag is only the beginning; how about Marine Flare Tag? And nobody will suspect you ducked out on the party scene, because after the fourth round of "Night kill the guy with the ball and draw a penis on his face," you'll all look wasted.

Find some astrophysics majors and build a giant black hole.

Because, honestly, you know what? That's probably the only thing that will actually keep the waves of UConn students away from Carriage on that first night. It's not even that everyone wants to get drunk, or that everyone thinks it'll be "so cool" - it's just the way things fall out. People just go so they have somewhere to go. Nobody wants to look in their mirror the next morning and say "you spent your first Friday night at college sitting by yourself." Nobody wants to be quiet and alone. And of all the words one might use to describe Carriage parties, "quiet and lonely" are not among them. So Carriage just happens, and it's hard to stop. But...

Chill out, man.

In all seriousness, Carriage is silly. There are plenty of people who aren't going, and there are plenty of people who'd be willing to do nearly anything else if you just asked them. You've just entered the big, dumb world of college and you're suddenly surrounded by thousands of new people; at least a few of them have to be interesting. While hammered at Carriage, you'll probably only remember them as "the loud stupid guy" or "the girl who fell over." So stay home. I'm not going to talk about alcohol - if it's your thing, it's your thing. I won't tell you to do anything illegal, especially if you're a freshman, because the police can smell your youth. Inviting people into your dorm room, grabbing some Ben and Jerry's and just talking about life will probably net you closer friends and some fascinating, thought-provoking conversations. Or you get unlucky and all the people around you suck, which is too bad, but it happens. Either way, it's hard to get arrested for eating ice cream. Be cool.

John.C.Bailey@UConn.edu

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PAGE
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Town of Ashford*Established 1714***Ralph H. Fletcher
First Selectman**

RECD AUG 07

6 August 2008

Mr. Francis X. Archambault, Chairman
Board of Education
Regional School District #19
1235 Storrs Road
Mansfield, CT 06268-2287

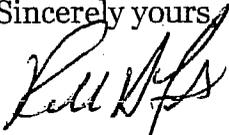
Dear Mr. Archambault:

As superintendents of the concerns of the Town of Ashford, the members of the Board of Selectmen must consider the financial burdens that will be placed upon our residents in the coming years – increased costs for shelter, heating, electricity and food. These basic life costs combined with ever-increasing school budgets and maintenance of the town's infrastructure (all the while striving for as close to zero increase budgets every year) force us to look at new expenses much more conservatively than we have in the past. Last evening, at our regularly scheduled meeting of the Ashford Board of Selectmen, the members of the Board adopted a resolution denying your request to hold a District bond referendum on November 4, 2008, the day of the national and state elections.

While we realize the problems caused by a lack of adequate sports facilities at E.O. Smith High School, we are of the opinion that the complexities of the project and the anticipated costs associated with it in its initial phase and in its continued upkeep, warrant an independent referendum and a wider dissemination of information to those taxpayers who support Region #19. With this in mind, we feel it is crucial that our taxpayers be afforded every opportunity to receive an unencumbered look at the Region's proposal and assess the financial implications of this project.

If you have any questions, please feel free to contact me.

Sincerely yours,



Ralph H. Fletcher
First Selectman

Cc: Mike Eldredge, First Selectman, Town of Willington
Matthew Hart, Town Manager, Town of Mansfield
Bruce W. Silva, Superintendent, Regional School District #19
Douglas W. Gillette, Esq., Bond Counsel

5 Town Hall Road, Ashford, Connecticut 06278

Phone: (860) 487-4400 Fax: (860) 487-4430

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Town of Ashford

Established 1714

BOARD OF SELECTMEN

RESOLUTION

WHEREAS, the Board of Education of Regional School District No. 19 has requested that the Board of Selectmen of the Town of Ashford approve a resolution that would allow a bond authorization to be presented to District voters at referendum on November 4, 2008, the day of the national and state elections; and

WHEREAS, the Board of Selectmen of the Town of Ashford finds that the request should be denied for the following reasons:

1. A bond resolution is a very important matter that warrants individual review and consideration. If a separate referendum is held for a bond authorization, one can be assured that the voters who participate in the referendum will know that the bond authorization is on the ballot. On the other hand, it is likely that many persons who come to the polls on November 4, 2008 will be doing so because of the national and state elections and will not be aware of the simultaneous bond referendum. Those voters may, therefore, cast their votes without having had an opportunity to become fully informed of the issues regarding the proposed bond authorization, or may simply decline to vote on the question. Holding an independent referendum on the bond authorization will assure that the focus is on the bonding proposal.
2. Holding a District bond referendum on a date set for national and state elections will create administrative burdens and concerns that would not be present if the bond referendum were held separately.

Now, therefore, the Board of Selectmen of the Town of Ashford, at their regularly scheduled meeting of August 4, 2008, hereby **DENIES** the request for approval of a District bond referendum to be held on the day of the national and state elections.

Hartford Courant.



THE OLDEST CONTINUOUSLY
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EDITORIALS

A Real College Town

It used to be a joke among students heading out to shop near the University of Connecticut campus that they were going to beautiful downtown Storrs. What made that funny was that the rural section of Mansfield doesn't have a downtown. It has a couple of strip malls and a hodgepodge of commercial buildings.

That eclectic look, to be kind, is about to change. After years of planning between the university and the town, countless public meetings and an array of approvals, the Storrs Center project, a mostly privately funded enterprise, is closer to reality. If all goes as planned, the estimated \$220 million development will get started next year and eventually result in a real college town.

That's important to the university in competing for students, but it is also a potential economic plus for Mansfield.

Gov. M. Jodi Rell germinated another seed for the center last month, pledging

\$10 million in state bond money to help pay for a parking garage on the 40-acre site on Route 195, the main road through campus. The Bond Commission approved it May 30. This is a smart investment for a state that encourages smart growth.

STORRS CENTER
Responsible growth project merits state grant

A pedestrian-friendly, mixed-use development that includes retail shops, offices, entertainment, a public square, varied types

of housing and access to public transportation is an antidote to sprawl.

Cynthia van Zelm, executive director of the downtown partnership, said about 300 people have called to inquire about private housing that will be built on the site, which will also include 30 acres of open space. That's a positive sign of interest in the concept.

As Mrs. Rell pointed out in announcing the state grant, a first-rate university should have a place for community gatherings, literary events, bookstores and cafes.

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Courant.com

Gators Secure A Different Kind Of Title

Associated Press

July 29, 2008

GAINESVILLE, Fla. —

The University of Florida can raise a glass to another national title — best party school in the country.

The Gators, known for wild celebrations following national championships in football and basketball, wrested the party title away from West Virginia University and beat out the University of Mississippi and Penn State University, in the Princeton Review survey of 120,000 students released Monday.

The university has made the top 20 party school list for the past 15 years, but has never been No. 1.

Freshman Allison Belanger, a journalism and political science major, said she's only been on campus for a few weeks but already has had no problem finding a party.

"All I have to do is leave the dorm," said Belanger, 17. "A lot of people study hard and party hard."

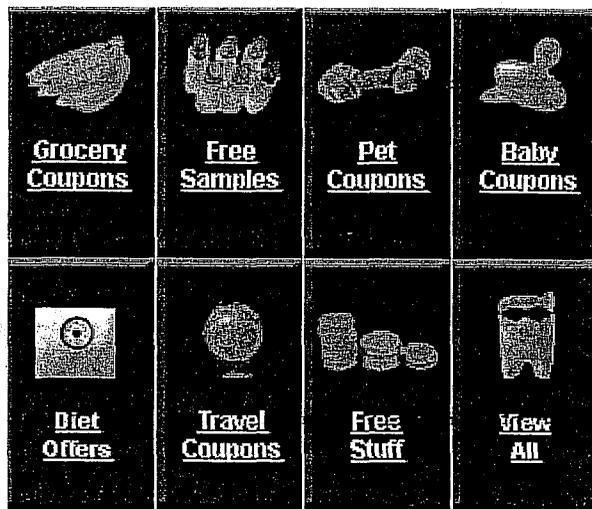
A university spokesman said the party school reputation comes from the school's athletic successes. The Gators won two national basketball championships in 2006 and 2007 and one national football title at the end of the 2006 season.

"The fact that we have three national championships in two years is probably a major contributing factor," spokesman Steve Orlando said. "We know our students like to have a good time."

The annual rankings also list the nation's "Stone-Cold Sober Schools." Topping that list was Utah's Brigham Young University for the 11th consecutive year.

The Princeton Review's annual guide, "The Best 368 Colleges," also ranks schools on scores from 60 to 99 based on admissions, financial aid, and a new category called the Green rating, which surveys colleges in part on their environmentally friendly practices.

The book has 62 categories in all, including: Best Professors, Middlebury College in Vermont; Tastiest Campus Food, Wheaton College in Illinois; and Best Dorms, Loyola College in Maryland. The students happiest with their financial aid attend Princeton University, which also tops the list for the most beautiful campus, the survey found.



**PAGE
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JITTERS OVER STORRS CENTER

While the project's developer and town officials are upbeat, some residents worry about financing a town center in the middle of an economic downturn.

By **STEPHANIE SUMMERS**
COURANT STAFF WRITER

STORRS — With thunderclouds of economic uncertainty gathering, a mood of caution has descended on the dream of building a downtown where this rural town and the University of Connecticut campus meet.

The \$220-million Storrs Center plan for a vibrant village serving residents and students alike has been hailed as a model of urban center planning that has grown out of a unique partnership of town, university and business interests. The Mansfield Downtown Partnership just picked up a community consensus-building award from Connecticut Main Street Center and \$10 million in state bond money for a parking garage.

The developer, Leyland Alliance, is upbeat about the project's prognosis.

"We wish we had a few more Storrs Center projects in our portfolio," Howard Kaufman, Leyland executive vice president and general counsel, said.

And, yet, as the project awaits a delayed groundbreaking, some residents are worried about its viability in a down market and fret about a proposal for the town to make a low-interest, \$3.7 million loan to help the developers build a relocation building for existing local businesses and keep the starting rents low.

The town manager has required an update on the downtown project's status and is hiring analysts to look at the financial prospects before the town decides on a capital investment.

"It's not an easy thing to create a downtown from scratch," Mansfield Town Manager Matt Hart said last week. "We certainly do have a great partnership with the university and we've selected a stand-up developer in Leyland Alliance, but my responsibility is to the town and to make sure the town's interest is protected."

The issue is hot enough that it prompted a motion at a May town meeting to cut downtown project money out of the budget, a flurry of

letters to the local newspaper and a petition forcing a referendum Tuesday on the proposed budget.

Camille Lavieri Forman, a 50-year Mansfield resident, wrote in a letter to the editor, "Why are the taxpayers in Mansfield being expected to pay for a new 'downtown' Storrs NOW? Mansfield taxpayers will be responsible for the bonds issued. Next, tax rebates will be expected by any private developer. And the town of Mansfield will have to pay to move the present tenants."

"WAKE UP AND VOTE NO to any more funds for this illusion."

Under new charter rules, the referendum is only advisory, and the push for townwide approval may be due to overall spending concerns about schools and town services as much as it is about the downtown issue.

In the 2008-09 budget, \$125,000 is budgeted for partnership operations, \$50,000 for legal and financial consultation and \$293,000 in bonding for a 20 percent match to \$1.2 million in federal funding for Storrs Road and streetscape improvements.

Partnership, town and university officials are

PLEASE SEE STORRS, PAGE B2

Storrs

CONTINUED FROM PAGE B1

solidly behind the downtown dream. In the first eight years of the project, the town and university have spent more than \$500,000 each.

"This new downtown is badly needed now and for the future vitality of the town of Mansfield and the University of Connecticut." Mayor Betsy Paterson and UConn President Michael Hogan wrote in a joint commentary piece published recently in the Willimantic Chronicle.

The Mansfield Downtown Plan approved in 2002 calls for about 15 percent of the project to be financed with public money. About a \$15 million gap remains. Most of it is needed to pay for a second parking garage, the developers say.

"My responsibility is to the town and to make sure the town's interest is protected."

MATT HART
MANSFIELD TOWN MANAGER

Kaufman says any investors Leyland approaches, including some in the last two weeks, express eagerness about Storrs Center.

"I think that money will be available even in the current climate. A year from now, pretty likely our start point, things will be better. I really look forward to that. We've got interest right now, good strong interest," he said.

The Mansfield Downtown Partnership and developers from Leyland Alliance updated the town council

on June 12. Tonight, public questions and comments will be sought at a 6 p.m. special meeting in the council chambers at the town office building.

The downtown plan includes a mix of retail, entertainment, offices and residential units on about 48 acres, 30 of which will be preserved as open space. Public squares will afford meeting space and entertainment events.

A 2005 cost-benefit analysis projected that when complete the development would yield \$2 million in local tax revenue, a figure Hart says is conservative, and about 900 jobs. Leyland will update those projections this summer, and the town will have them reviewed.

Town and development officials agree that the first step, groundbreaking on the relocation building for existing businesses, probably won't happen until mid-2009. The

project awaits a few permits from state and federal agencies and the financial analyses from Leyland and town consultants this summer.

After a period of negotiation, the parties hope to have a proposal to the town council by the fall.

Kaufman projects that the project's four phases will take eight years to complete—2018 if ground is broken a year from now.

Leaders at Leyland, who point out that Rockefeller Center was built during the Great Depression, say it's common for a long-term development to undergo peaks and valleys in the economy.

"You have these periods where there's a great year for the project and there's a slow year," Kaufman said. "You plan for that by financing it conservatively."

Contact Stephanie Summers at ssummers@courant.com.

Storrs Center Gets Hearing

Tax Benefit, Water Are Issues

By **STEPHANIE SUMMERS**
COURANT STAFF WRITER

6/24/08 *Courant*

MANSFIELD — A long line of speakers brought prepared questions and comments to a

MANSFIELD

public meeting Monday night on the financial and environmental viability of the \$220 million Storrs Center project.

Residents asked about town spending on the retail and residential development, business relocation costs, water availability, guarantees from the developer, the definition of local business and what would be built first.

Representatives of the Mansfield Downtown Partnership, Leyland Alliance, the town council and a University of Connecticut official provided the answers before an overflow crowd of more than 100 at the town office building.

Barry Schreier spoke of frustration in running a national search to fill a job at UConn. When candidates asked about the town, colleagues made comments, such as, "One road comes in and one road goes out," and "Storrs is a figment of UConn's imagination."

"I have grown weary of spending my dollars in Manchester and driving to get there," Schreier said, adding he was ready to share the tax burden with business. He urged the crowd to vote yes in a referendum today on the town budget, which carries spending to continue the project.

Stephen Bacon, a Mansfield attorney, warned that the town could not expect to continue relying on 43 percent of its revenue from state and federal sources and needed to build its own tax base.

"It would be short-sighted to lose the 'bird in hand' that the Mansfield Downtown Partnership represents in terms of expansion of our tax base," Bacon said, urging the council to "take some political courage to stay the course."

David Morse, who described himself as a dues-paying member of the partnership during its first two years, spoke in detail about the scarcity of water.

"There is again this gap between the reality and the dream: The reality is we don't have enough water," he said.

He outlined the university's history of water use, including contributing to drying up part of the Fenton River in 2005, and asked if the Storrs Center project could be delayed until the results of a Willimantic River study are available in fall 2009.

"No," Mayor Betsy Paterson

PLEASE SEE CENTER, PAGE B4

iven to the taxpayers... that a tax of 31.47... October 1, 2007... the rate of one and one... h will be charged for... paid for one month at... Minimum interest

AQUATIC TREATMENT... RED CEDAR LAKE... ON, CT... the Connecticut DEP... notification... require... ke Williams and Red... in will be chemically... A/CT DEP registered... quab) and/or Captain... ar Lake only) to con... vegetation on Thurs... Do not use the water... (s) until the date... Boating, swimming... June 27th, irrigation... nking and domestic... July 1st. These water... t apply to wells, s... e not to pets (i.e... that may drink the... nt, the lake shoreline... ns warning of these... ions.

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s must be paid in full... 2008. Failure to pay... by August 1, 2008... uent and subject to... rted to the Commis... es as provided by... REGISTRATION CAN... IS PAID BY CASH OR

IONAL PROPERTY... 1.00 or less must be... August 1, 2008. Tax... is are over \$100.00... ing the full amount... ment by August 1... st pay the Second In... to and including Feb... penalties. Failure to... by August 1, 2008... delinquent and sub...

In the Town Hall An... on, Connecticut will... one from 8:30 a.m. to... ROUGH WEDNESDAY... 7:00 p.m., and FRI... 0 a.m. No Saturday

Center

CONTINUED FROM PAGE B3

responded. "For us to put it on hold for an entire year to me makes no sense."

Howard Kaufman, executive vice president of LeylandAl-

liance, promised a commitment to conserving water in the project. "It would be smart for us to do that and it would be the right thing," he said.

Thomas Callahan, UConn's associate vice president of administration and operations, said he was confident about UConn's water commitment to the downtown project because

of recent efficiencies and a project to reuse 250,000 to 450,000 gallons of water a day for non-drinking purposes.

Councilwoman Helen Koehn, a critic of the university's water practices and the potential needs of its 21st Century UConn expansion, said of the downtown initiative: "I am in support of this project; its use of water in comparison pales."

Kaufman outlined the \$4 million in outside costs for archi-

facts, planners and consultants his company has already invested. He praised the \$18 million in state and federal grants the project has attracted. And responding to concerns about mall closings in the country, he called the mixed-use Storrs Center the "anti-mall."

"We're going to be able to start the project without asking the town of Mansfield to write any checks," he assured the audience, later promising that the project will "take a

piece of land not doing anything of significance and turn it into a tax-driving engine" for the town.

Several residents expressed impatient support for the project seven years in. Longtime resident A.J. Pappanikou said he drove down from Maine to speak.

"Let's build this thing before I die," he said.

Contact Stephanie Summers at ssummers@courant.com.

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Rank

CONTINUED FROM PAGE B3

the school counseling department would not address students' class rank in their recommendations to colleges.

The board is expected to vote on the proposal at its meeting in July.

Chairman Richard C. Brown said that reaching a compromise was "quite a process."

"We listened to people who

spoke and said class rank is important and should be used if a student wishes," he said. "It's a good compromise. Is it perfect? Probably not. I'm sure we will be tweaking it."

"I was very hesitant to get rid of it," board member James R. Zeller said. "It has a long history and served us well. But I like what we have here."

School officials were looking to join hundreds of other secondary schools across the state and country who have discontinued the reporting of class rank according to grade-point averages. Officials had pointed out that the practice of posting class rank on a transcript has been declining steadily across the nation since 1990.

Board member Pandy Wohler said she would support the compromise, though a little bit reluctantly.

"I still believe elimination of [reporting] rank is in the best

interests of the students, even the ones in the top," she said, pointing out that college and university admissions offices are more focused on strength of schedule and students' activities and interests.

"Virtually every school we compare ourselves to has eliminated class rank," she said.

The National Association for College Admissions Counseling has said that class rank has slipped to fourth in admissions decisions, behind grades in college-prep courses, admissions' test scores and overall grades.

"Class rank breeds a lot of stress," board member Kristi Vitelli said. "Anything we can do to dilute that is good."

Contact Peter Marteka at pmarteka@courant.com.



Free Lecture

Aquatic Physical Therapy - Is It Right For You?

Date: Tuesday, July 8, 2008
Time: 6:30-8:00 p.m.
Location: Rockville General Hospital

tarnów

GARDEN CENTER

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Charges

CONTINUED FROM PAGE B3

Okanos' bail to \$100,000 and

sion. Because he is accused of committing the crimes while free on bail, he faces enhanced penalties of as much as 10 years in prison for each charge.

After Okanos' arrest Sunday at which time he admitted to



**TOWN OF MANSFIELD
PLANNING & ZONING COMMISSION**

AUDREY P. BECK BUILDING
4 SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3330

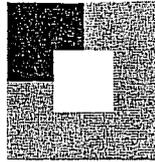
To: Mansfield Town Council
From: Planning & Zoning Commission
Date: July 24, 2008

Re: Designation of PZC representative to Committee on Community Quality of Life

At its regular meeting on July 21, 2008, the Planning & Zoning Commission unanimously approved to forward the name of member Michael Beal to serve as the PZC representative to the Town Council's Committee on Community Quality of Life.

28 July 2008

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S T O R R S
RETHINK MAIN STREET
C E N T E R

FOR IMMEDIATE RELEASE

August 5, 2008

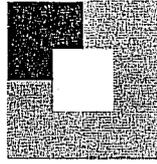
Contact: Harry Lassiter
(212) 688-4800
harry@thelassitercompany.com
Cynthia van Zelm
(860) 429-2740
vanzelmca@mansfieldct.org

**STORRS CENTER SUSTAINABILITY GUIDELINES, PROVIDING "BLUEPRINT"
FOR GREEN DEVELOPMENT, ARE APPROVED BY
MANSFIELD DOWNTOWN PARTNERSHIP BOARD OF DIRECTORS**

Goal for project is to become a model for Connecticut and the country.

Storrs, CT... At a meeting today of the Mansfield Downtown Partnership Board of Directors, the Sustainability Guidelines for the Storrs Center development were approved by a unanimous vote. The Guidelines, which establish the parameters for a sustainable approach to planning and constructing the new mixed-use, "Main Street" development at Storrs, are based on the principles of responsible growth and sustainable building practices.

Presented in a comprehensive, detailed report, the Sustainability Guidelines were prepared by the Master Developer for the project, LeylandAlliance, and Steven Winter Associates, working in close association with the Partnership's Planning and Design Committee. The Committee will be responsible for monitoring the implementation of the Guidelines throughout the life of the development.

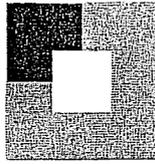


S T O R R S
RETHINK MAIN STREET
C E N T E R

Notably, the project has also been entered into a LEED for Neighborhood Development (LEED-ND) pilot program. The new LEED pilot program has been developed to address many of the issues associated with the development of entire neighborhoods that are comprised of numerous buildings and significant site development components. With the increased focus on smart growth practices and land use strategies, the LEED program is closely aligned with the Storrs Center Sustainability Guidelines.

The Sustainability Guidelines address all aspects of the development, from land planning strategies, ecosystem protection, and storm water management to energy conservation, water use and management, green building materials and environmentally responsible construction methods. Major goals include using land resources intelligently, improving site resource management, conserving materials and resources in the construction process, improving energy efficiency, enhancing indoor air quality, and creating healthy, desirable neighborhoods with a lasting and appealing sense of place.

The Storrs Center Master Plan, which has been thoroughly reviewed and approved by the many parties having jurisdiction over the project, is proceeding towards setting new standards for green development and smart growth. The approved Master Plan embodies many of the goals set forth in the Sustainability Guidelines. The Storrs Center development will be a compact, mixed-use neighborhood at the civic heart of Mansfield. Located on a concentrated, redeveloped site within walking distance of the University of Connecticut and



S T O R R S
RETHINK MAIN STREET
C E N T E R

the major institutions of the Town of Mansfield, the plan focuses on pedestrian oriented activities and active public spaces for community interaction. As the project proceeds, the Sustainability Guidelines will provide standards for each aspect of the design and construction of the project.

Speaking for the Mansfield Downtown Partnership, the organization guiding the Storrs Center development, Executive Director Cynthia van Zelm stated, "Sustainability has always been a key component of the vision for Storrs Center and reflects the community's ideals. We believe the Guidelines will be a model for projects developed in small communities all over the United States." Macon Toledano, Vice President of Planning and Development for LeylandAlliance, adds, "It is an exceptional experience for LeylandAlliance to work in a community like Mansfield that shares with us a progressive attitude towards the principles of smart growth and environmental stewardship and a belief in the long term value of places that support active, pedestrian-oriented civic life."

PAGE
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LOCAL NEWS

MANSFIELD

Reminder 6/21/08

Preparations for 5th Annual Festival on the Green underway

The Mansfield Downtown Partnership announces that this year's Festival will be Sunday, Sept. 14 from noon to 5:00 pm behind the Storrs Center commercial plazas. In the event of rain, activities will move inside E.O. Smith High School.

The Festival on the Green is an annual community event to celebrate Mansfield and all of the individuals, organizations, and businesses that make it a unique town. Among the planned activities at this year's Festival are musical performances by the Mohegan Sun All-Stars, Aztec Two-Step, Kidsville Kuckoo Revue, the UConn Marching Band, and the Chordials. Additional performances are planned. The Partnership also looks forward to a variety of children's activities. A new addition to the Festival on the Green is a "Teddy Bear Clinic" hosted by the Windham Community Memorial Hospital, who invites children to bring their teddy bear, doll, or other stuffed toy to receive a "check up." The popular "Bike, Tykes, and Trikes" Parade will return, along with inflatable rides and spin art. For adults, there will be a juried art show, cooking demonstrations, and much more. As part of the celebration of E.O. Smith's 50th anniversary, current students will lead guided tours for alumni through the school from 12:00 - 3:00 p.m. Birthday cake will also be served. Planning continues throughout the summer, and many additional events are in the works.

Each year, the Festival on the Green strives to be a low-waste event. The goal for this year is to reduce the amount of garbage generated at the Festival by 90 percent. Several efforts help "Keep it Green," beginning with the waste sta-

tions located around the Festival grounds. There are also cases to collect Hosmer Mountain Soda bottles, which are refillable and will be returned to Hosmer Mountain. The food vendors at Festival on the Green also assist in the low-waste efforts by serving their food on compostable paper plates and with forks, spoons, and knives that look like plastic but are actually made from corn.

The Festival on the Green is made possible by generous donations from local businesses and residents. To date, sponsors include Drs. James Raynor, Louis Cano, and Matthew Raynor; Kahan, Kerensky, and Capossella; LeylandAlliance; Mansfield Pediatrics; Regional School District #19; ReminderNews; Windham Community Memorial Hospital; and a number of individual residents.

For more information about the benefits of sponsoring the Festival, volunteering, or having a booth, contact 429-2740 or mdp@mansfieldct.org.



The Partnership plans to continue the fun of last year's Festival on the Green. File photo.

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Reminder News

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THIRD THURSDAY

A hot night of festivities **PAGE 8**



Bikers return to the Community Center after completing the family ride during the Tour de Mansfield. Photo by Melanie Savage.

TOUR DE MANSFIELD A FAMILY EVENT

Biking the Tour de Mansfield

MELANIE SAVAGE
Staff Writer

Despite temperatures well into the 80s by 7:30 a.m., plenty of bikers turned out for this year's Tour de Mansfield on July 19. "Even with the heat, we had a pretty good turnout," said Sara-Ann Chaine, an event organizer from the Town Manager's office. The Tour de Mansfield offered an opportunity for riders of all ability levels to experience a safe, well-marked route through some of the gorgeous farmland and historic villages of Storrs Center and Mansfield. Organized in collaboration between Mansfield Downtown Partnership, The Mansfield Community Center, and the town offices, with Mansfield OB GYN being a primary sponsor, the event began at the Community Center and offered riders a choice between two routes.

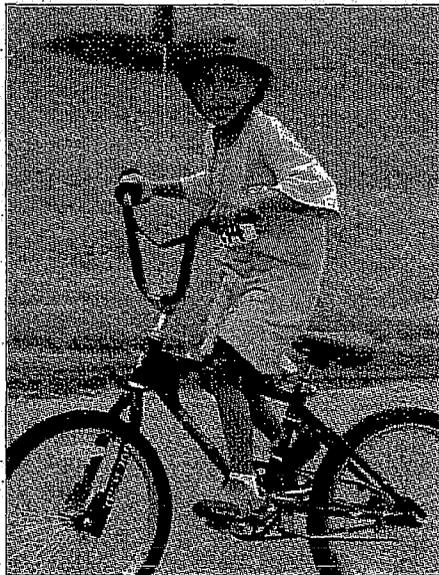
One route took them 20 miles through rolling farmland and quiet residential areas, and then back to the starting point. More ambitious riders could choose to continue along a second route to complete a 40-mile course. Along the way there were rest stops providing water, snacks, and a chance to pause and chat with other riders. Curt Hirsch, from the Planning and Zoning office, was manning the first stop at Mansfield Hollow State Park. Some riders zipped past with a wave. "More experienced riders have plenty of food and water on board, and they don't like to interrupt their ride," explained Hirsch. Others chose to stop for water and a chat with Hirsch. "How're you doing Curt," asked Larry Ross, as he buzzed into the rest stop to down a bottle of cold water. Ross and his riding partner, Mike Taylor, are experienced riders and had brought along plenty of food. Their wives were participating in the ride, as well.

"One of the great things about this event," said Hirsch, "is that it gives people an opportunity to discover the town." Even long-time residents can have limited knowledge of a town. "People follow the same routes to and from work, and they don't see a lot of the town," said Hirsch. "This gives them a chance to really see what Mansfield has to offer."

Bikers checking in at the end of the race seemed pleased with the course



The Khavari family packs up after the five-mile Family Ride. Shown are (L-R): Dawn, Jamshid, Jahan, and Jesse. Photos by Melanie Savage.



Eduardo completes the five-mile ride.



A family returns to the Community Center.

tiful scenery and the well-marked routes. Organizers had even provided participants with a detailed map of the course, complete with step-by-step directions and warnings about obstacles along the way.

To appeal to families with children, the Tour de Mansfield included a 5-mile route through Storrs. Children and parents left the Community Center as a group, and were escorted the entire way by police. The kids are always thrilled

said Chaine. And the parents appreciated the safety precautions. "We had cruisers escorting us, and an officer on a bike for part of the way," said Dawn Khavari, who finished the ride with her husband and two young sons. "It really made you feel that the kids were safe."

At noon, all participants were invited to a barbecue. Many chose to take advantage of showers in the Community Center before sitting down to share lunch and swap stories with other bikers.

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Sara-Ann Chainé

From: Norman Stevens [normanstevens@mac.com]
Sent: Wednesday, August 06, 2008 8:29 AM
To: Town Council
Cc: Town Mngr; Curt A. Vincente
Subject: MCC/RAC

August 6, 2008

143 Hanks Hill Road

Storrs, CT 06268

To: Town Council
Mansfield, CT

From: Nora and Norman Stevens

Helen Koehn was kind enough to send us the material regarding the agreement between RAC and MCC that we had requested earlier. That information has been helpful to us in understanding the reasons behind that agreement and its details. It has also been helpful to us in clarifying our concerns. We chose to write our earlier letter to the Town Council, rather than to the *Chronicle*, because we hoped that our concerns might be taken into account in any review of the matter that the Council might take. We would like to propose the following questions for consideration at the Council's meeting on August 11th.

(1) What is the rationale for the provision in article (5) in the agreement that allows the RAC to retain all of the income from its paid in full members including that which covers that portion of the membership that may be transferred to the MCC?

(2) What is the rationale for the provision in article (7) of the agreement for allowing the RAC to retain 50% of the income generated from the monthly dues of former RAC members for 13 months when it appears that the RAC is providing no ongoing services of any substantial value to either its former members or the MCC?

(3) Unless the MCC offers to its current members the same generous renewal discount to its current members that it has offered to the RAC members, how will it explain the substantial difference in cost? Will that generous renewal discount offer be taken fully into account when "the renewal incentives for existing members" are finalized?

(4) How many members of RAC have become members of the MCC under the terms of this agreement? How many of those members are Mansfield residents?

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