

negotiation, the Parties shall endeavor to resolve the dispute by mediation in Mansfield, Connecticut, in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect or as otherwise agreed by the Parties. Request for mediation by a Party shall be filed in writing with the other Party and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, the mediation shall proceed in advance of such arbitration, which shall be stayed pending mediation for the period set forth above, unless otherwise agreed to by the Parties. Both Parties shall each have a representative present at the mediation who has authority to bind it to a written settlement agreement, subject to the requirements and limitations of the charter and ordinances of the Town of Mansfield, and the approval of the Boards of Directors of each private Party. All negotiations and materials provided pursuant to this Section 15.02 are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and the Freedom of Information Act. Positions and statements made by any Party during mediation may not be used against it in later proceedings if the Parties fail to reach a settlement agreement during mediation. Each Party shall bear its own expenses; the Town, on the one hand, and SCA and EDR (and the Developer Entity after it is made a Party to this Agreement) on the other hand, shall pay an equal share of the expenses of the mediator and the fees of AAA. The initial mediation session shall be held promptly (but not more than thirty (30) days following appointment of the mediator). Agreements reached in any mediation proceeding shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 15.03 Arbitration

(a) In the event that the Parties involved in the dispute do not agree to or cannot resolve such dispute through mediation as provided in Section 15.02 within thirty (30) days after the initial mediation conference or if a Party has waived in writing its right to mediate the issues in dispute, such dispute shall be settled by arbitration in Hartford, Connecticut, which arbitration, unless the applicable Parties mutually agree otherwise or except as expressly provided herein, shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") currently in effect (the "Rules") (including the Expedited Procedures thereunder). Any Party may serve upon any other Party a written notice demanding that the dispute be resolved pursuant to this Section 15.03 (an "Arbitration Notice"). In no event shall any mediator be permitted to serve as an arbitrator for that or any other dispute that is not resolved pursuant to mediation pursuant to Section 15.02, unless agreed to by the Parties involved in such dispute. Furthermore, each arbitrator must comply with all disclosure and disqualification procedures applicable to neutral arbitrators under the applicable AAA rules before being sworn to serve or act on the panel. The Parties involved in the dispute shall use a single arbitrator appointed in accordance with the AAA rules for any claim or counterclaim involving less than \$1,000,000, and, unless they agree otherwise, three arbitrators for a claim or counterclaim equal to or exceeding \$1,000,000; the sole arbitrator (or if a panel of 3 arbitrators, at least one of the 3 arbitrators) shall be an attorney licensed to practice law in the State of Connecticut who has at least fifteen (15) years of real estate development legal experience, including advising developers and municipal parties on public-private real estate projects. Each arbitrator must be within two (2) hours commuting distance from the hearing venue, and must be able to commit to contemporaneous blocks of hearing days for completion of arbitration hearings and render an award within no more than four (4) months of delivery of the Arbitration Notice. Any depositions must be completed no later than one month prior to commencement of the arbitration hearing.

(b) The prevailing Party, as determined by the arbitrator(s), shall be entitled to an award of reasonable attorneys' fees only upon the determination of the arbitrator(s) that the claim was frivolous or vexatious. Except as may be required by law, no Party to a proceeding nor any arbitrator

may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of such Parties. The agreement to arbitrate set forth herein shall be specifically enforceable under applicable law in any court of competent jurisdiction and judgment on the award rendered by the arbitrator(s) may be entered in any such court. Neither the arbitrators nor the AAA shall have any jurisdiction, power, or right to vary from the terms of this Agreement without the express written agreement of the Parties involved in such proceeding. Hearings on the merits shall be in accordance with the Rules of Evidence as utilized in the Superior Courts for the State of Connecticut.

(c) Notwithstanding anything to the contrary set forth in this Agreement, in the event that any claim or dispute involves an insurable loss, upon the request of the insurance company providing such coverage, the insured Party shall have the option to litigate the matter in a court of competent jurisdiction instead of having the matter resolved by arbitration.

(d) In any arbitration proceeding, all parties necessary for a complete determination or settlement of any question involved (including any applicable Guarantor) shall be joined and each and every necessary party agrees that it will not object to such joinder. In addition, upon the request of the party and at the discretion of the arbitrator(s), a party demonstrating that it has or claims an interest in the controversy, or any part thereof, may be joined. If more than one arbitration is begun under this Agreement, any Related Agreement or Guaranty and any Party or Guarantor contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator(s) selected in the first filed of such proceedings shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before such arbitrator(s).

Section 15.04 Overriding Principle Regarding Proceedings. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Town be made a party to any arbitration or mediation proceeding which involves a dispute solely among any of SCA, EDR or the Developer Entity that does not involve any claim, controversy or dispute with the Town relating to the Town's obligations hereunder; provided, however, that the Town shall be entitled to participate in any such proceeding at its election if the Town reasonably determines that the claim, dispute or resolution thereof could affect the Town's rights or obligations under this Agreement or any Related Agreement.

ARTICLE 16

REPRESENTATIONS AND WARRANTIES

Section 16.01 Representations and Warranties of Developer Party and Developer Party Affiliates.

(a) Due Authorization. Each Developer Party represents and warrants to the other parties that this Agreement has been duly authorized, executed and delivered by such party, and constitutes the legal, valid and binding agreement of such Developer Party, enforceable against such Developer Party in accordance with its terms.

(b) No Conflict; Legal Compliance. Neither the execution, delivery, nor performance of this Agreement by any Developer Party, nor any action or omission on the part of any Developer Party required pursuant hereto, nor the consummation of the transactions contemplated by this Agreement will (i) result in a breach or violation of, or constitute a default under, any Legal Requirement, (ii) result in a breach of any term or provision of the operating agreement, articles of

organization, by-laws or charter of such Developer Party, or (iii) constitute a default or result in the cancellation, termination, acceleration of, any obligation, or other breach or violation of any loan or other agreement, instrument, indenture, lease, or other material document to which such Developer Party is a party or by which any of the properties of such Developer Party is bound, or give any person or entity the right to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document. No Developer Party is, or will be required to, give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement which has not already been given or obtained.

(c) Insolvency. None of the Developer Parties nor any Guarantor has (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of its assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(d) Litigation and Default. No Developer Party or Guarantor is involved in any legal proceeding, which would prevent or materially impair the ability of any Developer Party or Guarantor to perform its duties and obligations under this Agreement or any of the Related Agreements and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach of any Legal Requirement which could prevent or materially impair the ability of any Developer Party or Guarantor to perform its duties and obligations under this Agreement or any of the Related Agreements.

(e) Financial Statements. Upon reasonable advance written notice from the Town, SCA shall provide access to the financial statements of Leyland for inspection by appropriate Town staff or representatives, provided that assurances of confidentiality are provided to SCA and Leyland.

(f) Good Standing. Each Developer Party represents and warrants that upon execution of this Agreement and at all times until substantial completion of all improvements to be constructed by the Developer Parties pursuant to the terms hereof, each of SCA and Leyland is and shall be a limited liability company (and EDR is and shall be a corporation) validly organized and in good standing under the laws of the state of its formation and, if organized in a state other than Connecticut, authorized to do business in the State of Connecticut, to the extent required to be so authorized.

(g) Control of Real Property. To the best of its knowledge, SCA, directly or indirectly through one or more Developer Party Affiliates, owns or controls, or has valid, legally binding agreements to acquire, the fee title (or the leasehold title with respect to the portion of the Dog Lane Lot to be ground leased for up to 98 years) to all of the real property within Phases 1A and 1B, within the Town Parcels, and within which the Developer Party Infrastructure is to be constructed and any real property on, over, under or through which easements may be reasonably necessary for the development or occupancy of the Developer Party Improvements or the Public Improvements (other than Route 195). The Parties acknowledge, however, that an amendment to the Ground Lease currently in place between the University and SCA is necessary in order to utilize the portion of the Dog Lane Lot as contemplated hereby; the completion of such amendment is a condition of the Parties' obligation to proceed with construction of the Developer Party Improvements and the Public Improvements.

Section 16.02 Town Representations and Warranties.

(a) Due Authorization. This Agreement has been duly authorized, executed and delivered by the Town, and the individuals signing this Agreement and all documents executed pursuant to it, on behalf of the Town are duly authorized to sign such documents on the Town's behalf and to bind the Town to their respective terms, and this Agreement constitutes the legal, valid and binding agreement of the Town, enforceable against the Town in accordance with its terms.

(b) No Conflict; Legal Compliance. Neither the execution, delivery, nor performance of this Agreement by the Town, nor any action or omission on the part of the Town required pursuant hereto, nor the consummation of the transactions contemplated by this Agreement will (i) result in a breach or violation of, or constitute a default under, any Legal Requirement, (ii) result in a breach of any term or provision of the charter documents of the Town, or (iii) constitute a default or result in the cancellation, termination, acceleration of, any obligation, or other breach or violation of any loan or other agreement, instrument, indenture, lease, or other material document to which the Town is a party or by which any of the properties of the Town is bound, or give any person or entity the right to declare any such default, cancellation, termination, acceleration, breach or violation or to exercise any remedy or obtain any other relief under any such loan or other agreement, instrument, indenture, lease, or other material document. The Town is not required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement which has not already been given or obtained.

(c) Litigation and Default. The Town is not involved in any legal proceeding, which would prevent or materially impair the ability of the Town to perform its duties and obligations under this Agreement or any of the Related Agreements and no event has occurred which, with due notice or lapse of time or both, could constitute a material breach of any Legal Requirement which could prevent or materially impair the ability of the Town to perform its duties and obligations under this Agreement or any of the Related Agreements.

ARTICLE 17

RESTRICTIONS ON TRANSFER AND ASSIGNMENT

Section 17.01 Transfers Prior to Substantial Completion.

(a) Except as provided in Section 17.01(b), Section 17.01(c) or Section 17.02, each Developer Party agrees that prior to substantial completion of all of the Developer Party Improvements to be constructed by the Developer Parties pursuant to the terms of this Agreement, (i) no Transfer shall occur with respect to such Developer Party or any real property owned by it and located in Phases 1A and 1B unless approved by the Town in accordance with the provisions hereof.

(b) It is expressly acknowledged and agreed that SCA, EDR and any Developer Entity or Developer Party Affiliate shall be entitled, to enter into individual space leases for any Phase 1A/1B Private Improvement at any time or to grant easements and rights-of-way (over any of such real property other than that to be conveyed to the Town, unless otherwise agreed in writing by the Town) reasonably related to the construction, development and/or operation of Phases 1A and 1B.

(c) SCA, EDR, Developer Entity and any Developer Party Affiliate shall be entitled to consummate the following transactions prior to substantial completion of all of the Developer Party Improvements, provided that the Party consummating such transaction gives the

Town written notice prior to or promptly following such transactions and delivers copies of all documents reasonably required by the Town in connection therewith, including without limitation, reaffirmations of the representations and obligations of the Party consummating such transaction and such Party's Guarantor, if any, under any Guaranty, and the assumption by any such transferee of the obligations under any Related Agreement or Tax Incentive Agreement applicable to the portion of the real property so transferred.

(i) Upon substantial completion of the Commercial Component of any building in any Phase in accordance with the terms of this Agreement and its creation as a separately taxable and assessable condominium unit, such ~~Commercial Component~~commercial condominium unit may be conveyed to SCA or any Person controlled by, controlling or under common control with Leyland;

(ii) Upon substantial completion of the Residential Component of any Phase in accordance with the terms of this Agreement and its creation as a separately taxable and assessable condominium unit, such ~~Residential Component~~residential condominium unit may be conveyed to EDR or any Person controlled by, controlling or under common control with EDR; and

(iii) The real property comprising Phases 1A and 1B may be transferred to the Developer Entity for the purposes of constructing the Developer Party Improvements; provided, however, that such Developer Entity shall assume the obligations under this Agreement that are joint and several obligations of SCA and EDR and shall make the representations and warranties under Section 16.01 for the benefit of the Town, but need not assume the several obligations of either of such Parties nor the obligations under any Related Agreement which is not the joint and several obligation of both such Parties. Following such assumption, such joint and several obligations shall be the joint and several obligations of SCA, EDR and the Developer Entity.

(d) Except as specifically permitted under Section 17.02, any other Transfer prior to substantial completion of all of the Developer Party Improvements to be constructed by the Developer Parties pursuant to the terms of this Agreement shall require the approval of the Town, which approval shall not be unreasonably withheld, conditioned or delayed, so long as the following conditions are satisfied prior to such Transfer:

(i) In the Town's reasonable judgment, the transferee or transferees have the reputation, experience, financial capacity and ability to perform the obligations being assumed by it;

(ii) the transferee or transferees by valid instrument in writing, satisfactory to the Town in its reasonable discretion, shall have expressly assumed, for themselves and their successors and permitted assigns, all obligations of the Party whose interest is being transferred, to commence and complete the construction of the Developer Party Improvements and otherwise comply with all terms of this Agreement and any applicable Related Agreement and have reaffirmed the representations and warranties of the transferring Party set forth in Section 16.01.

(e) Following substantial completion of all of the Developer Party Improvements to be constructed by the Developer Parties pursuant hereto, any Transfer may occur as to any Developer Party or the real property owned by it and located in Phases 1A and 1B, subject to the transferee of any interest in the real property assuming the obligations of the applicable Developer Party under this Agreement which have not been performed and under any Related Agreement

applicable to such real property and subject, in the case of the Residential Component, to the provisions of Section 9.02 relating to the assignment of the Parking Lease.

(f) In no event shall the transferring Party or any Guarantor be relieved of its obligations under this Agreement, any Related Agreement or any Guaranty in connection with or as the result of any Transfer under Section 17.01(c). In no event shall the transferring Party or any Guarantor be relieved of its obligations under this Agreement, any Related Agreement or any Guaranty in connection with or as a result of any Transfer under Section 17.01(d) or Section 17.01(e) without the express written consent of the Town, which shall not be unreasonably withheld after taking into account all obligations that remain to be performed by such Party and its Guarantor and the reputation, experience, financial capability and ability to perform of the transferee assuming such obligations.

Section 17.02 Mortgages.

(a) Notwithstanding any contrary provision contained in this Agreement, SCA and EDR (and any Developer Entity or Developer Party Affiliate) shall have the absolute right, exercisable at any time and from time to time, without the necessity of securing the Town's permission or consent but with prompt written notice to the Town, to grant any mortgage as security for a loan for purposes of completing, developing, equipping, or operating the Project or any part thereof and/or completing the obligations set forth in this Agreement or refinancing such a loan (a "Mortgage") with respect to such Party's interest in the real property owned by it, to assign this Agreement and any Related Agreement as collateral security for such Mortgage(s), and to enter into any and all extensions, modifications, amendments, replacements and refinancings of such Mortgages as such Party may desire. Each Mortgagee shall have the unrestricted right to assign, sell, participate, securitize and otherwise deal with its interest in its Mortgage and its loan without restriction and without the Town's permission or consent. No foreclosure of a Mortgage or deed-in-lieu of foreclosure of a Mortgage or the exercise of any other remedy by a Mortgagee shall constitute a prohibited transfer under Section 17.01 or require the Town's consent thereto. The Developer Party shall make available for inspection by the Town copies of any Mortgage and related Loan Documents in effect from time to time.

(b) The Town's tax levies for property taxes shall be superior in right to any Mortgage encumbering such real property.

(c) The granting of a Mortgage or other security interest pursuant to the terms hereof shall not be deemed to constitute an assignment or transfer of this Agreement or any Related Agreement, nor shall the Mortgagee, as such, be deemed to be an assignee or transferee of this Agreement or any Related Agreement so as to require the Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the mortgagor to be performed under this Agreement or any Related Agreement. However, the purchaser at any sale of the encumbered real property in any proceedings for the foreclosure of the Mortgage, or the transferee of the encumbered real property under any deed in lieu of the foreclosure of the Mortgage, or a Mortgagee taking title by strict foreclosure shall be deemed to be an assignee or transferee permitted hereunder, and shall be deemed to have agreed to perform (subject to the other provisions of this Article 17 and this Agreement) all of the terms, covenants and conditions on the part of the mortgagor to be performed under this Agreement, or under any Related Agreement with respect to such real property, from and after the date of such purchase, foreclosure or transfer, but only for so long as such purchaser or transferee is the owner of such real property and provided further that in any action brought to enforce the obligation of any such transferee as the party under this Agreement or any Related Agreement, the judgment or decree shall be enforceable against such transferee only to the

extent of its interest in said real property and any such judgment shall not be subject to execution on, nor be a lien on, assets of such transferee other than its interest in said real property.

(d) The Mortgagee or other acquirer of said real property pursuant to foreclosure, deed in lieu of foreclosure or other proceedings (an "Acquirer") may, upon acquiring the real property, sell, transfer or assign such real property, as well as its rights under this Agreement and any Related Agreement, and its right, title and interest thereunder on such terms and to such persons and organizations as are acceptable to the Acquirer and thereafter be relieved of all obligations under this Agreement. It is expressly acknowledged by the Town that such Acquirer and any such sale, assignment or transfer shall not be subject to the satisfaction of the terms and provisions of Section 17.01(d). Any subsequent sale, assignment or transfer of any portion of the real property or any transfer of majority ownership or control of such Acquirer (other than of a Mortgagee) or of any subsequent transferee, prior to completion of the Developer Party Improvements, shall be subject to the terms of Section 17.01, including, without limitation, Section 17.01(d).

(e) The Town and each Developer Party and Developer Party Affiliate who is a Party to this Agreement or any Related Agreement agree to amend this Agreement or any Related Agreement in response to a reasonable request made by any Mortgagee or proposed Mortgagee providing financing for any of the Developer Party Improvements, any Grant Party providing grant funds for development of the Public Improvements or any rating agency who requests the same with respect to the rating of the Town's bonds, so long as such amendment does not materially adversely affect any Party's rights or obligations under this Agreement or any Related Agreement.

ARTICLE 18

DEFAULTS AND REMEDIES

Section 18.01 Developer Party Default. The occurrence of any one or more of the following shall constitute a "Developer Party Default" as that term is used in this Agreement:

- (a) Any Transfer in violation of Article 17 of this Agreement;
- (b) If any warranty or representation of any Developer Party contained in this Agreement is untrue in any material respect as of the date made;
- (c) Any Developer Party or any Guarantor shall cease doing business as a going concern, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code"), file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for such Party or Guarantor or of all or substantially all of such Party's or Guarantor's assets or properties, or institutes any proceeding for the dissolution or liquidation of such Party or Guarantor; a case, proceeding or other action shall be instituted against such Party or Guarantor, seeking the entry of an order for relief against such Party or Guarantor, to adjudicate the Party or Guarantor as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against the Party or Guarantor under the Bankruptcy Code or other present or future rule or

regulation, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismissed for sixty (60) days, or within sixty (60) days after the appointment, without the Party's or Guarantor's consent or acquiescence, of any trustee, receiver, custodian or other similar official for the Party or Guarantor or for all or any substantial part of the Party's or Guarantor's assets and properties, such appointment shall not be vacated; or

(d) The material default by any Developer Party of any provision of this Agreement not expressly referenced elsewhere in this Section 18.01 and the failure by such Party to cure such material default within thirty (30) days after notice thereof by the Town to the Party, provided that if such default cannot reasonably be cured within such thirty (30) day time period but is capable of cure, then the defaulting party shall have such additional time as may be reasonably necessary to cure such failure and no Developer Party Default shall be deemed to exist hereunder so long as such defaulting Party commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within a maximum period of one hundred eighty (180) days.

Section 18.02 Town Default. The occurrence of any one or more of the following shall constitute a "Town Default" as that term is used in this Agreement:

(a) If any warranty or representation of the Town contained in this Agreement is untrue in any material respect as of the date made;

(b) The material default by the Town of any provision of this Agreement not expressly referenced elsewhere in this Section 18.02 and the failure by the Town to cure such material default within thirty (30) days after notice thereof by the Developer Party to the Town, provided that if such default cannot reasonably be cured within such thirty (30) day time period but is capable of cure, then the Town shall have such additional time as may be reasonably necessary to cure such failure and no Town Default shall be deemed to exist hereunder so long as the Town commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within a maximum period of one hundred eighty (180) days.

Notwithstanding anything to the contrary contained in this Agreement or any Related Agreement, if any default by any Developer Party or Developer Party Affiliate adversely affects the Town's ability to perform any of its obligations under this Agreement or any Related Agreement, the Town (i) shall not be liable for any damages incurred by any non-defaulting Developer Party or Developer Party Affiliate as a result thereof, (ii) shall not be required to specifically perform any such Town obligation to the extent the Town's ability to perform is adversely affected by such default, (iii) shall not have any obligation to cure such default by the defaulting Developer Party or Developer Party Affiliate, as the case may be, and (iv) if such default relates to a Party's failure to make payment or contribute funds as required under this Agreement, shall not have any obligation to obtain any substitute funding.

Section 18.03 Remedies for Developer Party Defaults. Upon the occurrence of any Developer Party Default, the Town may pursue any of the following remedies:

(a) With respect to any Developer Party Default described in Section 18.01(b), the Town shall be entitled to recover from the Party and/or Developer Party Affiliate any and all actual damages, arising out of or resulting from such default.

(b) With respect to any Developer Party Default described in Section 18.01(a), (c) or (d), the Town may pursue any one or more of the following remedies, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(i) With respect to any Developer Party Default under Section 18.01(d) relating to the Party's construction obligations, exercise any rights the Town may have under any applicable performance bond, in the Town's sole option;

(ii) Pursue an action in a court of competent jurisdiction for specific performance of the Party's obligations under this Agreement;

(iii) Pursue a proceeding under Article 15 for any and all actual damages incurred by or asserted against the Town as a result of the Developer Party Default, arising out of or resulting from such Developer Party Default; and/or

(iv) Exercise or pursue, through an arbitration proceeding under Article 15, any other remedy or cause of action permitted under this Agreement or available at law or in equity.

Section 18.04 Remedies for Town Default. Upon the occurrence of any Town Default, SCA, EDR, and, provided it has been made a party to this Agreement, Developer Entity may pursue the following remedies:

(a) With respect to a Town Default described in Section 18.02 (a) relating to any representation or warranty of the Town, such Party shall be entitled to recover from the applicable Town any and all actual damages, arising out of or resulting from the breach of such representation or warranty.

(b) With respect to a Town Default described in Section 18.02(b), such Party may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

(i) Pursue an action in a court of competent jurisdiction for specific performance of the Town's obligations under this Agreement;

(ii) Pursue a proceeding under Article 15 for any and all actual damages incurred by or asserted against the Party as a result of the Town Default, arising out of or resulting from such Town Default; and

(iii) Exercise or pursue, through an arbitration proceeding under Article 15, any other remedy or cause of action permitted under this Agreement or available at law or in equity.

In no event shall SCA, EDR or any other Developer Party be unjustly enriched by any recovery under this Agreement, at law or in equity resulting from a Town Default by virtue of having multiple Developer Parties as parties to this Agreement.

Section 18.05 Payments. Notwithstanding anything to the contrary contained herein, if the Town or the Developer Party fails to make any payment due under this Agreement in full when due, that portion of the payment that remains unpaid shall bear interest at the interest rate per annum equal to the greater of (a) the prime rate published by the *Wall Street Journal* plus four percent per annum, and (b) nine percent per annum from the date due until paid in full.

Section 18.06 Waiver of Consequential Damages. Notwithstanding anything to the contrary contained herein, the Town and each Developer Party hereby waives consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for claims, disputes, or other matters arising out of or relating to this Agreement or any Related Agreement. This mutual waiver is applicable, without limitation, to all such damages due to the termination of this Agreement pursuant to an arbitration proceeding conducted pursuant to Article 15.

Section 18.07 No Termination of Agreement for Default. The Parties acknowledge that termination of this Agreement is not a remedy provided for herein, and that this Agreement may only be terminated by agreement of all Parties, or pursuant to the decision in an arbitration conducted pursuant to Article 15.

ARTICLE 19

SPECIAL CONDITIONS

Section 19.01 Special Conditions Precedent. The Town shall not be obligated to enter into a construction contract for the Intermodal/Parking Facility unless the following conditions precedent are satisfied to the reasonable satisfaction of the Town prior to the date, if any, on which the Town receives notice that the funds under the DECD Grant Agreement are no longer available for the construction of the Intermodal/Parking Facility:

(a) all building permits necessary for the construction of the Phase 1A Improvements and the Intermodal/Parking Facility have been issued, or are ready for issuance pending payment of the applicable fee therefor;

(b) SCA has acquired fee simple title to all of the real property within the Phase 1 Area (other than portions thereof which are Town Parcels, provided that fee title to such Town Parcels has been conveyed to the Town by the owners thereof), and has acquired fee simple title to, or arranged for conveyance to the Town of fee simple title to, the remaining land on which the Transit Pathway Improvements are to be constructed, and the remaining land on which the Developer Party Infrastructure is to be constructed, and has entered into the amendment to its existing Ground Lease with the University for the portion of the Dog Lane Lot not owned in fee by SCA (as contemplated by Section 16.01(g)), and SCA has conveyed to the Town fee title to the land for the Intermodal/Parking Facility in accordance with Section 3.01 (or caused the University or other party to so convey), together with such construction, utility and access easements as are reasonably requested by the Town in connection with the construction and occupancy of the Intermodal/Parking Facility;

(c) SCA and EDR (or the Developer Entity) has obtained one or more binding construction loan commitments, the aggregate amount of which is at least equal to the projected portion of the costs of development of the Developer Party Improvements to be funded with debt (the "Financing Commitments"), and SCA and EDR have confirmed that they are prepared to fund the balance of the costs of development of the Developer Party Improvements which are in excess of such Financing Commitments, and SCA and EDR have provided evidence reasonably satisfactory to the Town that they are in a position to satisfy on a reasonable basis all conditions precedent to the disbursement of the proceeds of any construction loan, and fund their respective equity contributions (including the fee for the building permits referenced in clause (a), above);

(d) the University Infrastructure Agreements have not been amended in a way that would materially affect the development (including the cost thereof) of the Public Improvements in accordance with the terms of this Agreement or the operation and occupancy of the Public Improvements, or increase the charges for water or sewer service above that which is set forth in the original University Agreements, without the prior approval of the Town (which approval shall not be unreasonably withheld);

(e) no Developer Party Default has occurred and is existing under this Agreement, nor has any fact or circumstance occurred which, with notice or passage of time, would constitute a Developer Party Default;

(f) The approval or modification of the DECD Grant Agreement described in Section 3.02 has been obtained;

(g) Commencement of construction of Phase 1A has occurred and any other conditions to the initial disbursement of funds under the DECD Grant Agreement that may be satisfied solely by one or more of the Developer Parties shall have been satisfied, or such conditions shall have been waived by the Grant Party thereunder; and

(h) SCA and EDR have confirmed that they are prepared to enter into contracts for all of the Developer Party Improvements, and have provided evidence reasonably satisfactory to the Town that they will be able to complete the Developer Party Improvements in accordance with the Phase 1A/1B Schedule, or on an alternate schedule approved by the Town.

The conditions precedent set forth in this Section 19.01 are included solely for the benefit of the Town and the Town Manager may, notwithstanding anything to the contrary contained in this Section 19.01, in his sole discretion, elect to waive or extend the time of performance of any of the conditions precedent set forth in this Section 19.01 by giving written notice to SCA and EDR of such election.

Section 19.02 Special Conditions Precedent to Developer Party's Obligations. The Developer Parties shall not be required to commence construction in Phase 1A or of the Developer Party Infrastructure unless the following conditions precedent are satisfied to their reasonable satisfaction:

(a) all building permits necessary for the construction of the Phase 1A Improvements and the Developer Party Infrastructure have been issued, or are ready for issuance pending payment of the fees therefor;

(b) the Town has confirmed that it is prepared to enter into contracts for all of the Public Improvements, and the Town shall have provided evidence reasonably satisfactory to SCA and EDR that the Town will be able to complete the Public Improvements in accordance with the Phase 1A/1B Schedule, or on an alternate schedule approved by SCA and EDR; and

(c) No Town Default has occurred and is existing under this Agreement, nor has any fact or circumstance occurred which, with notice or passage of time, would constitute a Town Default.

The conditions precedent set forth in this Section 19.02 are included solely for the benefit of the Developer Parties and the Developer Parties may, notwithstanding anything to the contrary contained

in this Section 19.02, elect to waive or extend the time of performance of any of the conditions precedent set forth in this Section 19.02 by giving joint written notice to the Town of such election.

Section 19.03 Financing Commitments.

The Developer Parties covenant to use commercially reasonable efforts to obtain and maintain the Financing Commitments during construction of the Developer Party Improvements.

Section 19.04 Land Conveyances. SCA's obligations to acquire and convey (or to cause the conveyance to the Town of) real property to the Town pursuant to this Agreement, including, without limitation, under Sections 3.01(d), 4.02(c), and 5.02(d), 11.01 and 13.01, shall be limited to real property located within Parcels A-1, A-2, B-1, B-2, B-3, C and F, and 10 Dog Lane and 13 Dog Lane, as described in that certain ALTA Commitment for Title Insurance Number CT3291913C-HT bearing effective date 10/08/2010 (revised through transmittal dated November 10, 2010 at 2:58 p.m.). If reasonably required in order to accommodate the Phase 1A/1B Schedule (as the same may be modified with the Parties' approval), or to satisfy the requirements of the Public Funds Agreements, so long as the Developer Parties are proceeding in accordance with the Phase 1A/1B Schedule (as the same may be modified with the Parties' approval), the Town shall use commercially reasonable efforts to (i) obtain easements directly from the existing property owners for some or all of the Town Dog Lane Improvements or the Transit Pathways Improvements, and (ii) acquire fee title to the portions of Phases 1A and 1B required for the Intermodal/Parking Facility directly from the fee owners thereof, prior to the contemplated acquisition by SCA of such property, but all amounts expended therefor shall be included in the development costs thereof. If the Town obtains any such easements, SCA (or, the University, at the direction of SCA, as to the University real property) shall still be obligated to convey fee title to the Town as required under this Agreement for any area in which an easement was previously granted directly to the Town. If the Town incurs any costs in obtaining any such easements or fee title, such costs shall be included in the development costs of such Public Improvements. Notwithstanding anything to the contrary contained herein, in the event that any Developer Party or Developer Party Affiliate now or hereafter obtains fee title to any portion of the real property within Storrs Center that is needed for the Storrs Road Improvements, the Developer Parties, for themselves and the Developer Party Affiliates agree to convey fee title to the portions that are necessary for such Storrs Road Improvements for \$0 consideration.

Section 19.05 Early Termination or Reformation. Notwithstanding anything to the contrary contained herein, but subject to extension for any Force Majeure Event in accordance with Section 2.03, in the event that the Developer Parties have not commenced construction of the Phase 1A Private Improvements and the Developer Party Infrastructure, or the Town has not commenced construction of the Public Garage, within twenty-four (24) months after the execution of this Agreement (or, if such Party(ies) has so commenced construction within such time period, but, unless and to the extent delayed by a Force Majeure Event, such Party(ies) is not diligently continuing such construction within such time period), which 24 month period shall be subject to extension for up to 24 additional months by approval of the Parties, then the Town (as to the non-performance of any of the Developer Party construction obligations) and the Developer Parties (acting jointly) as to the non-performance of the Town's construction obligations, shall be entitled to submit a request to arbitration for termination of this Agreement; provided, however, that if a performing Party has already undertaken (and is performing) its construction obligations as to any component of its Improvements, the arbitrator shall instead reform the Agreement so that the rights and obligations of the Parties with respect to such component shall continue.

ARTICLE 20

NOTICES

Section 20.01 Notices. Any notice which may be or is required to be given hereunder must be in writing and must be: (i) personally delivered, (ii) transmitted by United States mail, as registered or certified matter, return receipt requested, and postage prepaid, or (iii) transmitted by nationally recognized overnight courier service to the applicable party at its address listed below. Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) two (2) Business Days after the date of posting if transmitted by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) Business Day after pick-up if transmitted by a nationally recognized overnight courier service, whichever shall first occur. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required or permitted to be given. Any Party hereto may change its address for purposes hereof by notice given to the other Parties in accordance with the provisions of this Article, but such notice shall not be deemed to have been duly given unless and until it is actually received by the other Parties. Telephone numbers, facsimile numbers and e-mail addresses are for informational purposes only. Notice to a Party's counsel shall not constitute notice to the Party unless notice is also given to the Party as hereinafter set forth.

Notices hereunder shall be directed as follows:

To the Town:

The Town of Mansfield
Audrey P. Beck Building
Four South Eagleville Road
Mansfield, CT 06268
Attn: Matthew Hart, Town Manager
Telephone: (860) 429-3337
Facsimile: (860) 429-6863
E-mail: townmgr@mansfieldct.org

With copies at the same time to:

Dennis O'Brien, Esq.
Attorneys O'Brien & Johnson
120 Bolivia Street
Willimantic, CT 06226
Telephone: (860) 423-2860
Facsimile: (860) 208-2345
E-mail: dennis.o.brien@snet.net

Day Pitney LLP
242 Trumbull Street
Hartford, Connecticut 06103
Attention: Rosemary G. Ayers, Esq.
Telephone: (860) 275-0185
Facsimile: (860) 881-2525
E-mail: rgayers@daypitney.com

To EDR:

c/o Education Realty Trust, Inc.
530 Oak Court Drive, Suite 300
Memphis, Tennessee 38117
Attn: Thomas Trubiana
Executive VP and Chief Investment Officer
Telephone: (901) 259-2540
Facsimile: (512) 413-2356
E-mail: ttrubiana@edrtrust.com

With a copy at the same time to:

Martin Tate Morrow & Marston, P.C.
6410 Poplar Avenue, Suite 1000
Memphis, TN 38119
Attn: Lee Welch, Esq.
Telephone: (901) 259-2524
Facsimile: (901) 259-2594
E-mail: lwelch@edrtrust.com

To SCA:

Storrs Center Alliance LLC
c/o LeylandAlliance LLC
PO Box 878 – 233 Route 17
Tuxedo Park, New York 10987
Attn: Howard Kaufman, General Counsel
Telephone: (845) 351-2900
Facsimile: (845) 351-2922
E-mail: hkaufman@leylandalliance.com

With copies at the same time to:

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

ARTICLE 21

RESTRICTED USES AND TRANSFERS

Section 21.01 Prohibited Uses. SCA, EDR and their respective successors and assigns, including any Person acquiring any interest in any portion of the Phase 1 Area, shall not use any portion of the Phase 1 Area for any of the following uses, nor shall SCA, EDR or their respective successors or assigns, permit any tenant or any other person or entity occupying such property to use same for any such use: Any facility that would constitute an "adult-oriented establishment" as such term is defined on Schedule 21.

Section 21.02 Restrictions on Transfers to Tax Exempt Entities. For a period of twenty (20) years from the date hereof, each Developer Party agrees, for itself, any Developer Party Affiliate, their respective successors and assigns not to transfer any real property located within the boundaries of the Phase 1 Area to any Person (other than the Town), if upon such transfer the transferred real property would be exempt from real property taxes, without the consent of the Town, which shall not be unreasonably withheld or delayed if, to the extent permitted by law, such party agrees to enter into a Payment in Lieu of Taxes Agreement approved by the Town, which approval shall not be unreasonably withheld or delayed.

Section 21.03 Restrictions Run with the Land. The restrictions contained in this Article 21 shall be set forth in a declaration of restrictive covenants to be recorded against the land included in the Phase 1 Area prior to the conveyance of any portion of the Phase 1 Area by any Developer Party and shall bind the Phase 1 Area and run with the land until the twentieth (20th) anniversary of the date hereof with respect to the restrictions set forth in Section 21.02, and until the fiftieth (50th) anniversary of the date hereof with respect to the restrictions set forth in Section 21.01, shall be appurtenant to the real property on which the Intermodal/Parking Facility is located, the remaining Phase 1 Area and, to the extent permitted by law, the land on the north side of S. Eagleville Road on which the Town municipal buildings are located, unless otherwise waived or released in writing by the Town. The acceptance of a mortgage or deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of any portion of the Phase 1 Area constitutes agreement that the provisions of the this Article 21 are accepted and ratified by such owner, tenant, mortgagee or occupant, and all such provisions recorded on the Land Records of the Town of Mansfield are covenants running with the land and shall bind any Person having at any time any interest or estate in such real property. Termination or expiration of such restrictions shall not constitute any approval for such use that may otherwise be prohibited or limited under any Legal Requirement. SCA shall provide evidence reasonably satisfactory to the Town that such recorded covenant has priority over any liens encumbering the Phase 1 Area.

ARTICLE 22

INSURANCE AND INDEMNIFICATION

Section 22.01 Insurance Obligations.

(a) During the construction of any of the Developer Party Improvements, SCA and EDR (or the Developer Entity), at their sole cost and expense, shall maintain insurance, and during the construction of any of the Public Improvements, the Town, at its sole cost and expense, shall maintain insurance, as provided in Schedule 22 attached hereto. Each Party shall be listed as an additional insured on all liability and property insurance policies.

(b) The Parties shall deliver to one another prior to the commencement of work, certificates signed by a person authorized by the insurer to bind coverage on its behalf, showing the required insurance to be in full force and effect. The certificates shall show or be accompanied by evidence of payment of such premiums, which may include proof of payment of the first installment if payable pursuant to an installment plan. Renewal of expiring certificates shall be delivered no later than thirty (30) days prior to expiration. The Parties reserve the right to require complete, certified copies of all required policies, as well as proof of payment of the then current installment of any premium payable in installments, at any time.

Section 22.02 General Requirements. The insurance required under this Article 22 shall be written for not less than limits of liability specified in Schedule 22 or as required by applicable Legal Requirements, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified are minimum requirements and shall in no way limit or exclude the Parties from additional limits and coverage provided under the policies obtained by the Parties. If any Party fails to purchase or maintain the required insurance, such Party shall bear all reasonable costs (excluding attorneys' fees) properly incurred by the non-defaulting Party with respect to such failure. Each Party hereby waives all rights of recovery against the other Parties on account of loss or damage to their respective property to the extent of available insurance proceeds, and all policies obtained by such Party for such loss or damage shall be endorsed to waive the insurer's rights of subrogation against the other Parties.

Section 22.03 Acceptability of Insurers. All of the policies of insurance required to be carried hereunder by the Developer Parties shall be with reputable companies licensed and authorized to issue such policies in such amounts in the State of Connecticut and having a Best's rating of at least A minus VIII. The Town carries its insurance coverage through the Connecticut Interlocal Risk Management Agency, which is an insurance pool regulated by the State of Connecticut and owned by its members, including the Town of Mansfield. If, in the future, the Town carries its coverage through an insurance company, such company satisfy the criteria specified in the first sentence of this Section 22.04.

Section 22.04 Deductibles and/or Retentions. Each Party shall be responsible to pay all deductibles and/or retentions with respect to its insurance carried under Section 22.01.

Section 22.05 Notice of Cancellation or Non-Renewal. For other than non-payment of premium, each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to each insured. Ten (10) days prior written notice shall be given for non-payment of premium.

Section 22.06 Indemnification of the Town. Each Developer Party shall defend, indemnify and hold harmless the Town from and against any and all demands, losses, judgments, damages, suits, claims, actions and liabilities, at law or in equity, of every kind and nature whatsoever and the reasonable costs and expenses thereof, (excluding attorney's fees) which the Town may suffer or sustain or which may be asserted or instituted against the Town in connection with the construction of the Developer Party Improvements or this Agreement and resulting from, arising out of or in connection with injury or death of any individual person or property damage due to the negligence of such Party, or any of its contractors, construction managers, subcontractors, officers, directors, members or employees. The indemnity set forth in this Section 22.06 shall survive the expiration or earlier termination of this Agreement. The indemnities provided for herein are several as to each Developer Party, except with respect to joint and several obligations of the Developer Parties.

Section 22.07 Indemnification of SCA and EDR. The Town shall defend, indemnify and hold harmless the Developer Parties from and against any and all demands, losses, judgments, damages, suits, claims, actions and liabilities, at law or in equity, of every kind and nature whatsoever and the reasonable costs and expenses thereof (excluding attorney's fees) which the Developer Parties may suffer or sustain or which may be asserted or instituted against any of them in connection with the construction of the Public Improvements or this Agreement and resulting from, arising out of or in connection with injury or death of any individual person or property damage due to the negligence of the Town, or any of its contractors, construction managers, subcontractors, managers or employees. The indemnity set forth in this Section 22.07 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 23

BUSINESS IMPROVEMENT DISTRICT; SCA ASSISTANCE WITH PUBLIC IMPROVEMENTS

Section 23.01 Business Improvement District. The Parties will cooperate in investigating the possibility of forming a special services district or business improvement district within Storrs Center that could provide funds for marketing, enhanced landscaping, and similar functions.

Section 23.02 SCA Assistance with Public Improvements. Upon request from the Town, SCA agrees to provide services to assist the Town in managing the construction of the Public Improvements, as an "Owner's Rep" or as otherwise reasonably requested by the Town. SCA shall provide such assistance, if requested, for reasonable fees and reimbursement of costs incurred, provided that the terms and conditions therefor are set forth in a separate agreement executed by SCA and the Town relating to such subject matter.

ARTICLE 24

MISCELLANEOUS

Section 24.01 Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other genders; (c) references to persons include their permitted successors and assigns; and (d) the headings of articles and sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement. The parties have jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly, it is agreed that no term or provision of this Agreement shall be

construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

Section 24.02 Applicable Law. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Connecticut. Venue for purposes of any actions brought under this Agreement, or under any agreement or other document executed in conjunction herewith, shall be the state or federal courts located within and having jurisdiction over the State of Connecticut.

Section 24.03 Amendment and Waiver; Approvals. This Agreement may be amended or changed only by written instrument duly executed by all Parties and any alleged amendment or change which is not so documented shall not be effective as to any Party. Provisions of this Agreement may be waived by the Party hereto which is entitled to the benefit thereof by written waiver executed by such Party. The failure of any Party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. Whenever an approval or consent is to be provided under this Agreement by any Party, such approval shall not be unreasonably withheld, conditioned or delayed. After all Developer Party Improvements and Public Improvements have been completed, and the relevant Parties have entered into the Parking Management Agreement, the Parking Lease, the Tax Incentive Agreements and the Town Square License Agreement, the Parties shall act reasonably to review the status of this Agreement and determine what rights and obligations remain hereunder that are not covered in a Related Agreement (e.g., under Article 6, and Sections 8.05, 11.02, 12.01, and 21), and shall enter into the supplemental agreement (or the amendment and restatement) contemplated by the last sentence of Section 24.13(b).

Section 24.04 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the Parties hereto as contained herein, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

Section 24.05 Confidentiality of Information. To the extent permitted by law (including, without limitation, the Freedom of Information Act), all information obtained by any Party from any other Party pursuant to this Agreement shall be and remain confidential; provided, however, that the foregoing restrictions shall not apply to the extent such information (a) is now, or hereafter becomes, through no act or failure to act on the part of the Party disclosing such information, generally known or available to the public, (b) was acquired by the disclosing Party before receiving such information from the Party in interest and without restriction as to use or disclosure, (c) is hereafter rightfully furnished to the disclosing Party by a third party, without restriction as to use or disclosure, or (d) is information the disclosing Party can document was independently developed by such Party; provided, however, that the foregoing restrictions shall not prevent any Party from disclosing such information, if any, (i) as may reasonably be required to carry out its obligations hereunder (including without limitation disclosure to its lenders, attorneys, accountants or consultants retained for the purposes of this transaction) or as reasonably requested by potential or current investors or as reasonably requested by a prospective construction lender or permanent lender or rating agency or as may be required in connection with any litigation or alternative dispute resolution proceedings between the parties to this

Agreement, or (ii) as required by applicable law, court order or any rule, regulation or order of any governmental authority or agency having jurisdiction over the Parties or the Project; prior to disclosing any such information pursuant to clause (iii), the disclosing Party shall notify the other Parties, so that the other Parties may seek a protective order or other appropriate remedy.

Section 24.06 Entire Agreement. This Agreement and the Related Agreements set forth all the covenants, promises, agreements, conditions, and understandings between the Town, Developer Parties and any Developer Party Affiliate and there are no covenants promises, agreements, conditions, or understandings, either oral or written between them other than as are set forth herein or in the Related Agreements. The Schedules and Exhibits attached hereto or referred to herein are hereby made a part hereof.

Section 24.07 Estoppels. Each Party shall, without charge, at any time and from time to time but no often than quarterly, within ten (10) days after written request by another Party or by any mortgagee, execute and deliver a certificate or certificates in recordable form (if reasonably requested), evidencing: (a) whether this Agreement is in force and effect; (b) whether this Agreement has been modified, amended or waived in any respect and, if so, submitting copies of or otherwise specifically identifying such modifications or amendments; (c) whether, to the best knowledge of such Party, the other Parties have complied with all of its covenants contained herein and, if another Party has not so complied, identifying with reasonable specificity the nature of such non-compliance; and (d) stating whether or not any notice of default has been given to another Party which has not been cured and, if so, including a copy of such notice.

Section 24.08 Duty to Sign Supplemental Effectuating Documents. At any time or times after the date hereof, each Party hereto shall execute, have acknowledged, and delivered to the others any and all instruments, and take any and all other actions, as the other Parties may reasonably request to effectuate the transactions described herein.

Section 24.09 Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 24.10 No Joint Venture. This Agreement shall not be deemed or construed to create or establish any partnership or joint venture or similar relationship or arrangement between the Parties.

Section 24.11 Mutual Representation. Each of the Parties hereto represents to the other that it has had no dealings, negotiations, or consultations with any broker, representative, employee, agent or other intermediary in connection with this Agreement or the transfers contemplated herein. The Parties agree that each will indemnify, defend and hold the other free and harmless from the claims of any broker(s), representative(s), employee(s), agent(s) or other intermediary(ies) claiming to have represented such Party, or otherwise to be entitled to compensation in connection with this Agreement or the transfers contemplated herein. This provision shall survive any conveyance of real property to the Town.

Section 24.12 Guarantees.

(a) All payment and performance obligations of any Developer Party Affiliate affiliated with EDR under this Agreement, the Parking Lease or any other Related Agreement affecting the Residential Component or any part thereof (if any such party is not EDR) shall be guaranteed by EDR for the benefit of the Town, its successors and assigns, pursuant to a guaranty in the form attached hereto as Schedule 24.12 (the "Guaranty").

(b) All payment and performance obligations of SCA under this Agreement, under the Parking Management Agreement and under any other Related Agreement affecting the Commercial Component or any part thereof (including, without limitation, the Parking Lease) shall be guaranteed by Leyland for the benefit of the Town, its successors and assigns, pursuant to a guaranty in the form of the Guaranty.

(c) Each Guaranty shall be executed and delivered to the Town no later than the date of execution of this Agreement and shall be reaffirmed in writing by the guarantor thereunder at the request of the Town from time to time by such reaffirmation agreement reasonably acceptable to the Town.

Section 24.13 Successors and Assigns; Recording; No Lien; Amendment Pertaining to Developer Entity; Termination.

(a) This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and, subject to the terms of Article 17, the Parties' respective permitted successors and assigns; provided, however, that if title to the Residential Component (or to the Commercial Component) is acquired by more than one Person, unless otherwise approved by the Town in writing, all such Persons acquiring any interest in the Residential Component shall appoint one Person as their authorized representative to exercise all of EDR's approval rights hereunder (or EDR may elect to retain such approval rights) and all such Persons acquiring any interest in the Commercial Component shall appoint one Person as their authorized representative to exercise all of SCA's approval rights hereunder (or SCA may elect to retain such approval rights), and shall provide written notice and evidence of such authority (or EDR and SCA shall provide written notice and evidence of an election to retain such rights) to the Town; provided, however, that this provision shall not be deemed as the Town's agreement to any transfer not permitted under Article 17. The Parking Lease shall include a similar provision.

(b) If required by the Town or any other Party, this Agreement shall be recorded on the Mansfield Land Records (i) against the real property included in the comprising Phase 1 Area, (ii) against the remaining land on which the Transit Pathway Improvements are to be constructed, and (iii) against the remaining land on which the Developer Party Infrastructure is to be constructed, immediately following the recording of the deed(s) of such real property to SCA or any Developer Entity. If required by the Party recording the Agreement, SCA shall provide legal descriptions of such real property to be attached to this Agreement prior to recording same. Following substantial completion of the Developer Party Improvements and the Public Improvements, and at such other times as any Party may reasonably request, the Parties shall execute in recordable form ~~a supplemental agreement~~ (or an amendment/amendments and restatements of this Agreement), mutually approved by the Parties, deleting or terminating those provisions hereof relating to obligations that have been fully paid or performed by the Parties (or waived in writing by the Party(ies) benefiting therefrom), or superseded by any Related Agreement, and the Parties shall record each such supplemental agreement (or amendment and restatement) in the Mansfield Land Records. The Parties agree that this Agreement is being recorded against that portion of the Phase 1 Area not comprised of Phases 1A and 1B for purposes of imposing the restrictions in Article 21 thereon and to ensure that the holders of any interest in said remaining portion of the Phase 1 Area are bound by the covenants set forth in Articles 12 and 14 (and any corresponding provisions of this Agreement necessary to interpret or enforce the same) to enable the expeditious development of the Improvements in accordance with the terms hereof. Further, the Parties agree that the estoppel certificates contemplated under Section 24.07 may, upon reasonable request, also include certifications attesting to the satisfaction of specified

obligations or sections of this Agreement that have been fully paid and performed. The Parties acknowledge and agree that this Agreement and the recording thereof in the Mansfield Land Records, shall not create, or be deemed to create, a lien on the real property comprising Phase 1A and 1B, or any other property.

(c) As stated elsewhere in this Agreement, SCA and EDR plan to form the Developer Entity, which shall be a limited liability company directly or indirectly owned and controlled by SCA (or Leyland) and EDR. Upon formation of the Developer Entity, the Parties shall enter into an amendment to this Agreement whereby the Developer Entity shall become a Party to this Agreement and shall assume the joint and several obligations of SCA and EDR hereunder; by way of example, the obligation to construct the Phase 1A/1B Private Improvements pursuant to Section 8.01 is a joint and several obligation of SCA and EDR which shall be assumed by the Developer Entity. However, the Town acknowledges that EDR and SCA have numerous several obligations hereunder, such as EDR's obligations under the following provisions: Section 5.01(b), with respect to Transit Pathway Matching Funds; Section 8.02(b), with respect to the Developer Party Infrastructure Contribution; and Section 8.05, with respect to the Fire Prevention Services Fee. Similarly, SCA has certain several obligations hereunder, such as SCA's obligations under the following provisions: Article 6, with respect to environmental matters; Section 9.05, with respect to the Parking Management Agreement; Article 10, with respect to Relocation Costs; Section 11.03, with respect to the Town Square License Agreement; and various sections pertaining to conveyance of land to the Town with respect to the Public Improvements. Therefore, the Developer Entity shall assume only those obligations of SCA and EDR hereunder that are joint and several obligations of SCA and EDR, and the Parties agree to act reasonably with respect to preparation of and entering into such contemplated amendment to this Agreement.

(d) This Agreement shall not operate to negate or terminate any common interest community created from any portion of the Project, even if the declaration creating such common interest community or any amendment thereto is recorded after this Agreement is recorded on the Mansfield Land Records.

Section 24.14 Additional Information. SCA and EDR recognize that, in view of (a) the importance of the development of Storrs Center to the general welfare of the Mansfield community; and (b) the substantial efforts being made by the Town for the purposes of making such development possible, including the appropriation of certain public funds, the qualifications and identity of the Project developers are of particular concern to the Town. SCA and EDR further recognize that it is in reliance on such qualifications and identity that the Town is entering into this Agreement with it and, in so doing, is further willing to accept and rely on the obligations of the Developer Parties (and Leyland, as Guarantor of SCA's obligations) for the faithful performance of all undertakings and covenants by it to be performed hereunder. SCA has made available to the Town or its representative for inspection such information, in such form, as the Town has reasonably requested, in order to enable the Town to determine the ownership and control of SCA and the financial condition of SCA and Leyland; Similarly, EDR has provided such information about EDR as has been requested by the Town. SCA and EDR agree to update such information (and to provide reasonable financial information regarding Developer Entity and Leyland) upon request no more often than quarterly for inspection by the Town or its representative. The Parties acknowledge that the provision of such information, to the extent not public, shall be kept in confidence by the Town pursuant to Section 24.05.

Section 24.15 Authorized Representatives.

(a) The Parties hereby appoint the following as their respective Authorized Representatives: (i) for SCA, Howard Kaufman, and for EDR, Thomas Trubiana, each of whom may act individually, and such other persons as may be appointed in writing by them from time to time and with prior written notice of such appointment provided to the Town, (ii) for the Town, the Town Manager, and such other individual as may be appointed by him from time to time. The Parties may substitute individuals to replace such Authorized Representatives, from time to time. If the Town receives conflicting direction or information from SCA and EDR, or is otherwise unclear as to a how to proceed, whether due to a perceived or actual conflict between SCA and EDR, or otherwise, the Town shall so inform SCA and EDR and they shall resolve the matter promptly and so inform the Town.

(b) The Authorized Representatives of the Parties are those individuals having responsibility for the administration and implementation of this Agreement by the Party for whom they act as Authorized Representative. Such Authorized Representative is hereby authorized and directed, on behalf of the Party for whom it acts as Authorized Representative, to administer, implement and waive such Party's rights and obligations under this Agreement and the Related Agreements (including, without limitation, exercising the rights and implementing and/or overseeing performance of the obligations of such Party).

(c) Each Authorized Representative shall be entitled to execute such amendments and supplements to this Agreement on behalf of the Party whom it represents as may be necessary or appropriate: (a) to comply with any Legal Requirement, to correct any inconsistency or scrivener's error or to clarify any ambiguity, or (b) to implement the Project as contemplated herein, provided that no such amendments or supplements (either individually or in the aggregate) shall materially increase the obligations or materially diminish the rights of the Party whose Authorized Representative approves it.

Section 24.16 WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT PARTY MAY HAVE TO TRIAL BY JURY, IN ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT.

SCA:
STORRS CENTER ALLIANCE, LLC

Witnesses:

By: _____
Howard Kaufman
Manager

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Howard Kaufman, Manager of STORRS CENTER ALLIANCE, LLC, a Connecticut limited liability company, on behalf of said limited liability company.

Commissioner of Superior Court
Notary Public
My Commission expires:

JOINDER

The undersigned Developer Party Affiliate hereby joins in this Agreement for the sole purpose of affirming its obligations under the Agreement with respect to the matters described in Section 24.12 thereof.

LEYLAND:
LEYLANDALLIANCE LLC

Witnesses:

By: _____
Howard Kaufman
Manager

STATE OF CONNECTICUT)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, _____, by Howard Kaufman, Manager of LEYLANDALLIANCE LLC, a Delaware limited liability company, on behalf of said limited liability company.

Commissioner of Superior Court
Notary Public
My Commission expires:

Schedule 21

Adult-Oriented Establishment

As used in Section 21.01 of this Agreement, "Adult-Oriented Establishment" includes, without limitation, Adult Bookstores, Adult Motion-Picture Theaters, adult video galleries, Adult Mini-Motion Picture Theaters and further means any premises to which the public, patrons or members are invited or admitted and wherein an entertainer provides Adult Entertainment to a member of the public, a patron or a member, when such Adult Entertainment is held, conducted, operated or maintained for a profit, direct or indirect, or which premises are so physically arranged as to provide booths, cubicles, rooms, studios, compartments or stalls separate from the common areas of the premises for the purpose of viewing adult-oriented motion pictures. An "Adult-Oriented Establishment" further includes, without limitation, any Adult Entertainment studio or any premises that are physically arranged and used as such, whether advertised or represented as an Adult Entertainment studio, rap studio, exotic dance studio, encounter studio, sensitivity studio, modeling studio or any other term of like import. Initial capitalized terms used in this definition of "Adult Oriented Establishment" shall have the meanings ascribed to such terms below.

"Adult Amusement Machine" includes any Amusement Machine that is regularly used for presenting material distinguished or characterized by an emphasis on depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined below, for observation by patrons therein.

"Adult Bookstore" includes an establishment having a substantial or significant portion of its stock-in-trade in books, films, video cassettes or magazines and other periodicals which are distinguished or characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined below, and in conjunction therewith has facilities for the presentation of Adult Entertainment, as defined below, and including adult-oriented films, movies or live entertainment, for observation by patrons therein.

"Adult Entertainment" includes any exhibition of any adult-oriented motion pictures, videos, Adult Amusement Machines, live performance, display or dance of any type, which has as a significant or substantial portion of such performance any actual or simulated performance of specified sexual activities or exhibition and viewing of specified anatomical areas, removal of articles of clothing or appearing unclothed, pantomime, modeling or any other personal services offered customers.

"Adult Mini-Motion Picture Theater" means an enclosed building or space with a capacity of less than 50 persons regularly used for presenting material distinguished or characterized by an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined below, for observation by patrons therein.

"Adult Motion-Picture Theater" means an enclosed building or space with a capacity of 50 or more persons regularly used for presenting material distinguished or characterized by an

emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas, as defined below, for observation by patrons therein.

“Amusement Machine” includes any machine which, upon the payment of a charge or upon the insertion of a coin, slug, token, plate or disk, may be operated by the public for the use as a game, entertainment or amusement, whether or not registering a score and whether or not electronically operated, and shall include, but not be limited to, such devices as pinball machines, skillball, mechanical grab machines, electronic baseball, football, hockey or basketball machines, any and all air propelled machines or games, pool tables, shooting games, any and all video games and all other games, operations similar thereto under whatever name they may be indicated, including video monitoring machines. This definition shall not apply to those items generally described as jukeboxes or billiard tables or pool tables in billiard or pool parlors solely designated as such and permitted under all applicable laws, ordinances and regulations.

“Sexual Activities” is not intended to include any medical publications or films or bona fide educational publication or films, nor does it include any art or photography publications which devote 25% of the lineage of each issue to articles and advertisements dealing with subjects of art or photography; nor does this definition apply to any news periodical which reports or describes current events and which, from time to time, publishes photographs of nude or seminude persons in connection with the dissemination of the news; nor does this definition apply to publications or films which describe and report different cultures and which, from time to time, publish or show photographs or depictions of nude or seminude persons when describing cultures in which nudity or semi-nudity is indigenous to the population.

“Specified Anatomical Areas” means less than completely and opaquely covered: human genitals; pubic regions; buttocks; female breasts below a point immediately above the top of the areola; and human male genitals in a discernibly turgid state, even if completely opaquely covered.

“Specified Sexual Activities” means human genitals in a state of sexual stimulation or arousal; acts of human masturbation, sexual intercourse or sodomy; fondling or erotic touching of human genitals, pubic region, buttock or female breasts.

Schedule 22

INSURANCE REQUIREMENTS

Developer Party Insurance:

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile Liability and Physical Damage Coverage: \$ 1,000,000 combined single limit per occurrence

Umbrella Liability: \$10,000,000 per occurrence.

Workers' Compensation: Workers' compensation Connecticut statutory limits.

Property Insurance: Builder's Risk and/or multi-peril hazard insurance for loss or damage by fire, lightning, explosion, earthquake, collapse, theft, terrorism, sprinkler leakage, wind, flood, vandalism and malicious mischief, and such other perils as are included in so-called "all-risks" or "extended coverage" and against such other insurable perils as, under good insurance practices, from time to time are insured against for properties of similar character and location at commercially reasonable rates, such insurance shall be not less than one hundred (100%) percent of the full replacement costs of the Phase 1A/1B Improvements without deduction for depreciation, said policy to contain replacement cost and stipulated value endorsements. An additional limit for demolition and increased cost of construction and debris removal shall be endorsed for all coverage. Notwithstanding the foregoing, earthquake and terrorism coverage shall be required only if available at commercially reasonable rates.

Town Insurance:

Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate

Automobile Liability and Physical Damage Coverage: \$ 1,000,000 combined single limit per occurrence

Umbrella Liability: \$10,000,000 per occurrence.

Workers' Compensation: Workers' compensation Connecticut statutory limits.

Property Insurance: Builder's Risk and/or multi-peril hazard insurance for loss or damage by fire, lightning, explosion, earthquake, collapse, theft, terrorism, sprinkler leakage, wind, flood, vandalism and malicious mischief, and such other perils as are included in so-called "all-risks" or "extended coverage" and against such other insurable perils as, under good insurance practices, from time to time are insured against for properties of similar character and location at commercially reasonable rates, such insurance shall be not less than one hundred (100%) percent of the full replacement costs of the Intermodal/Parking Facility (or, if the Public Garage is separate from the intermodal hub, the Parking Garage) without deduction for depreciation, said policy to contain replacement cost and stipulated value endorsements. An additional limit for demolition and increased cost of construction and debris

removal shall be endorsed for all coverage. Notwithstanding the foregoing, earthquake and terrorism coverage shall be required only if available at commercially reasonable rates.

Document comparison by Workshare Professional on Thursday, December 23, 2010 9:34:26 AM

Input:	
Document 1 ID	interwovenSite://HARTDMS/HARTFORD/42149994/23
Description	#42149994v23<HARTFORD> - Development Agreement (POST 12/2/10 - HK Edits 12.1.10/DP Edits 12/2/10)
Document 2 ID	interwovenSite://HARTDMS/HARTFORD/42149994/27
Description	#42149994v27<HARTFORD> - Development Agreement (DP EDITS 12.23.10)
Rendering set	Opt5 - Dbl Underline, Strike, Moves

Legend:	
<u>Insertion</u>	
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Style change	
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Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	57
Deletions	32
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	89
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MEMORANDUM

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Cherie Trahan, Director of Finance;
Cynthia van Zelm, Mansfield Downtown Partnership Executive Director
Date: December 27, 2010
Re: Storrs Center Fiscal Impact Analysis, Municipal Operating Costs

Subject Matter/Background

At the previous meeting, Council requested additional information regarding the November 2010 Fiscal Impact Analysis for Phases 1A/1B of the Storrs Center Project. That analysis was prepared by the consulting firm of AECOM, with Mr. Shuprotim Bhaumik serving as our principal advisor. In particular, Council asked for a more detailed explanation of the analysis used to estimate expenditures in three categories:

- Marginal operating costs (Table 8)
- Marginal capital costs (Table 9)
- School children costs (Table 10)
- One time net revenue estimates (Table 11)

As part of its analysis, AECOM reviewed the Town's projected revenues, marginal operating costs and marginal capital costs. AECOM's evaluation of revenues and costs included interviews by with Town departments including Building and Housing Inspection, Education/Mansfield Public Schools, Fire and Emergency Services, Police and Public Works. As noted above, AECOM's analysis (available on the Town's website at www.mansfieldct.org) provides a summary of these projected revenues and costs in Tables 8-11.

Departmental Narratives

In order to provide the Council with the information that the members have requested, I have provided below a brief narrative from the various department heads to explain the methodology that they used to calculate their anticipated costs associated with Phases 1A/1B of Storrs Center.

Department of Building and Housing Inspection

- *Anticipated costs:* \$87,360 (1.0 FTE, Assistant Building Official) (Table 11)
- *Narrative/methodology:* With respect to revenue, staff estimated the cost estimate of construction based on the square footage size of buildings provided by the developer, taking into consideration an assumed construction type and use groups pursuant to the Building Code. That data was applied in a formula that is provided by the International Code Council for the assumed criteria. Staff

then determined a total construction cost of Phases 1A and 1B and multiplied the construction cost by the Town's permit fee to arrive at a revenue estimate. We used a fairly robust construction type to provide a conservative revenue estimate.

With respect to expenses, we calculated the required staffing to administer the Building Code for the project while maintaining the department's day-to-day responsibilities. Staff averaged the construction value in Mansfield over the past five years and divided that number by the current staff FTE equivalent. This calculation indicated that for each 9.5 million dollars of construction value, the department needs one full time inspector. This result was then factored into the construction value for Storrs Center to achieve anticipated staff requirements.

Education/Mansfield Public Schools

- *Anticipated net cost:* \$157,507 per year at full program (Table 10)
- *Narrative/methodology:* It is most likely few school age children will reside at Storrs Center, the project may generate school children enrolled in the public school system. The analysis uses conservative student generation factors and estimates approximately 38 new school children will live in Storrs Center and attend public schools. The analysis estimates that it will cost \$371,300 (2011\$) per year to serve these students, inclusive of both ongoing operating expenses and hiring of additional staff as needed. State aid will provide \$213,800 (2011\$) of those costs resulting in a net cost of \$157,500 (2011\$) per year. Based on discussions with school officials, the analysis estimates that half these costs will be incurred in 2015 for Phase 1A and ramp up to 100 percent by 2017. Similarly, the analysis estimates half these will be incurred in 2016 for Phase 1B and ramp up to 100 percent by 2018.

Fire Prevention Services

- *Anticipated costs:* \$122,000 (1.22 FTE, Fire Marshal) (Table 11)
- *Narrative/methodology:* With respect to revenue, staff estimated the cost Fire Prevention Services that are required by statute or regulation to include: site plan review and approval for fire department access (fire lane ordinance) and exit discharge to public way; water supply for fire suppression; architectural and engineering plan reviews and approvals for compliance with the Connecticut Fire Safety Code, Connecticut Fire Prevention Code and applicable general statutes; and review and approval of shop drawings and change orders. Also needed are progress inspections to verify compliance with approved drawings and plans for: fire and public safety access; water supply systems; special requirements for occupancies and use groups; fire rated construction and separation assemblies; means of egress; illumination (normal and emergency); fire protection systems (sprinkler systems, detection systems and alarm systems); any required smoke control systems or heat vents; fire department connections; fire pumps; fire command systems (if required); commercial cooking equipment and associated hoods and ducts; mechanical systems (HVAC and fuel fired equipment); interior finish; electrical systems; safeguards during construction; and specific requirements for occupancy fire safety.

It is anticipated that the project will generate approximately \$372,000 in revenue, with the labor related costs of providing direct services for fire prevention totaling approximately \$122,000. Labor costs are based on an estimated 4,420 hours of labor devoted to providing fire prevention services for Phases 1A and 1B of the Storrs Center Project.

Fire Department Services

- *Anticipated costs:* \$215,560 per year (1 career firefighter per shift) (Table 8)
- *Narrative/methodology:* The Fire Department's anticipated costs associated with Storrs Center Phases 1A and 1B include the staffing of an additional on-duty firefighter position. While the current level of four (4) on-duty firefighters is below nationally recognized staffing level standards, the community is well served by our volunteer firefighters. However, on-duty staffing levels are strained at times due to providing emergency medical services. Because of the density associated with Storrs Center, an environment is created that will influence the strategy and tactics the fire department employs on the initial response to an emergency. Upon a response to Phases 1A or 1B of Storrs Center, the department will need first arriving units with adequate numbers of personnel in order to effectively utilize and support building systems (e.g. automatic sprinkler, standpipe and alarm systems) while concurrently conducting reconnaissance to determine the type of emergency or reason for a call for service. The department's estimate anticipates an automatic aid response agreement with the UCONN Fire Department that establishes a first response commitment of personnel and apparatus to calls for service to Storrs Center. We also anticipate a response by neighboring fire departments that are part of the Tolland County Mutual Aid system.

Police

- *Anticipated costs:* \$100,000 per year (1.0 FTE, State Trooper) (Table 8)
- *Narrative/methodology:* Storrs Center will require additional police to provide public safety services for the new residents, shoppers, and business owners in the development. The Town of Mansfield receives police services from the Connecticut State Police. Current trooper staffing levels equate to 1.0 FTE per 2,810 residents based on the total population of 25,298 and 1.0 FTE per 1,539 residents based on the estimated year-round population of 13,851. Staff estimates the number of new residents and workers will total 700-850 at full build-out of Phase 1A/1B. Under AECOM's analysis, the Town would initially hire a half-time equivalent state trooper in 2015, when the project is operational and stabilized. By 2017, the analysis assumes upgrading service to a full-time equivalent state trooper which will depend on the Town's assessment of required safety services at that time. A full-time equivalent state trooper will cost \$100,000 (2011\$) per year.

Public Works

- *Anticipated costs:* \$76,700 per year (1.0 FTE) and \$10,000 per year (Material and Equipment) (Table 8); \$16,200 per year (90 lights at \$180 apiece) (Table 8); \$23,097 per year (capital costs) (Table 9)
- *Narrative/methodology:* To maintain the Storrs Center roads and public spaces, the Department of Public works estimates it will need \$100,000 for smaller snow removal equipment, \$16,200 per year for lighting, \$10,000 a year in material and equipment maintenance costs and one full-time equivalent maintainer-type position. This position will most likely be utilized as two people for half-days to handle snow removal, litter patrol, small square planting maintenance and sweeping.

Summary

I trust that the information provided above will assist the Council in its review of the anticipated municipal costs associated with Phases 1A/1B of the Storrs Center Project. As we pointed out in the recent public presentations concerning the project, the cost estimates are intentionally conservative in order to ensure that the Town would have sufficient revenue to cover our operating and capital costs associated with the development as well as any economic incentives (e.g. tax abatement) that we may provide to the developer. Moving forward, the Town Council will have considerable flexibility to address these future operating costs and to structure our municipal budgets accordingly.

Attachments

- 1) AECOM Fiscal Analysis of Phases 1A and 1B for Storrs Center

Table 1: Program Comparison

Use	Net SF		Units	
	Previous Program	Current Program	Previous Program	Current Program
Retail	157,556	72,000	-	-
Office	22,463	-	-	-
Residential Rental	288,195	205,322	320	288
Residential For-Sale	385,320	-	370	-
Total	853,534	277,322	690	288

Source: Leyland Alliance; AECOM

Table 2: Fiscal Impact Summary (Full Program, 2011\$)

<u>Annual Revenues</u>	
Real Estate	\$983,207
Personal Property	\$37,483
Motor Vehicle	\$56,648
Total Annual Revenues	\$1,077,339
<u>Existing Annual Revenues</u>	<u>(\$29,224)</u>
Incremental Annual Revenues	\$1,048,115
<u>Annual Costs</u>	
<u>Average Costs</u>	
New Residents	\$57,620
New Workers	\$3,027
<u>Marginal Costs</u>	
Operating Costs	\$418,460
Capital Costs	\$23,097
<u>Net School Costs</u>	
Total Annual Costs	\$659,712
Annual Net Fiscal Impact	\$388,403

Source: AECOM

Table 3: Fiscal Impact Summary by Fiscal Year

Fiscal Year	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21
Revenues										
<i>Residential Real Estate Tax Revenues</i>										
Phase 1A	\$84,000	\$347,000	\$357,000	\$368,000	\$379,000	\$390,000	\$402,000	\$414,000	\$426,000	\$439,000
Phase 1B	\$0	\$98,000	\$406,000	\$418,000	\$431,000	\$443,000	\$457,000	\$470,000	\$485,000	\$499,000
<i>Retail Real Estate Tax Revenues</i>										
Phase 1A	\$28,000	\$113,000	\$117,000	\$120,000	\$124,000	\$128,000	\$131,000	\$135,000	\$139,000	\$144,000
Phase 1B	\$0	\$47,000	\$195,000	\$201,000	\$207,000	\$213,000	\$219,000	\$226,000	\$232,000	\$239,000
Real Estate Tax Revenues	\$112,000	\$606,000	\$1,074,000	\$1,107,000	\$1,140,000	\$1,174,000	\$1,209,000	\$1,245,000	\$1,283,000	\$1,321,000
<u>Other Property Tax Revenues</u>	<u>\$11,000</u>	<u>\$59,000</u>	<u>\$103,000</u>	<u>\$106,000</u>	<u>\$109,000</u>	<u>\$112,000</u>	<u>\$116,000</u>	<u>\$119,000</u>	<u>\$123,000</u>	<u>\$127,000</u>
Total Revenues	\$123,000	\$665,000	\$1,177,000	\$1,213,000	\$1,249,000	\$1,286,000	\$1,325,000	\$1,365,000	\$1,406,000	\$1,448,000
Costs										
Foregone Real Estate Tax Revenues	\$8,000	\$31,000	\$32,000	\$33,000	\$34,000	\$35,000	\$36,000	\$37,000	\$38,000	\$39,000
Average Costs	\$15,000	\$48,000	\$66,000	\$68,000	\$70,000	\$72,000	\$75,000	\$77,000	\$79,000	\$82,000
Marginal Costs	\$0	\$67,000	\$138,000	\$319,000	\$420,000	\$527,000	\$543,000	\$559,000	\$576,000	\$593,000
<u>School Costs</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$56,000</u>	<u>\$120,000</u>	<u>\$171,000</u>	<u>\$194,000</u>	<u>\$200,000</u>	<u>\$206,000</u>	<u>\$212,000</u>
Total Costs	\$23,000	\$146,000	\$236,000	\$476,000	\$645,000	\$805,000	\$847,000	\$873,000	\$899,000	\$926,000
Annual Net Fiscal Impact	\$100,000	\$519,000	\$941,000	\$736,000	\$604,000	\$481,000	\$478,000	\$492,000	\$507,000	\$522,000

Source: AECOM

Table 4: Proposed Fixed Abatement

Fiscal Year	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19	FY 20	FY 21	
Developer Benefits											
<u>Phase 1A</u>											
Residential Real Estate Tax Revenues	\$84,000	\$347,000	\$357,000	\$368,000	\$379,000	\$390,000	\$402,000	\$414,000	\$426,000	\$439,000	
Proposed Abatement Schedule	0%	93%	95%	90%	75%	70%	65%	60%	0%	0%	
Proposed Abatement	\$0	\$321,000	\$339,000	\$331,000	\$284,000	\$273,000	\$261,000	\$248,000	\$0	\$0	
<u>Phase 1B</u>											
Residential Real Estate Tax Revenues	\$0	\$98,000	\$406,000	\$418,000	\$431,000	\$443,000	\$457,000	\$470,000	\$485,000	\$499,000	
Proposed Abatement Schedule	0%	0%	93%	95%	90%	75%	70%	65%	60%	0%	
Proposed Abatement	\$0	\$0	\$376,000	\$397,000	\$387,000	\$333,000	\$320,000	\$306,000	\$291,000	\$0	
PV of 1A Abatement (@ 8%)	\$1,439,000	Full Cash Value of 1A Abatement					\$2,057,000				
PV of 1B Abatement (@ 8%)	\$1,561,000	Full Cash Value of 1B Abatement					\$2,410,000				
Total Developer Benefits	\$3,000,000	Developer Benefits - Cash Value					\$4,467,000				
Town Benefits											
Annual Net Fiscal Impact	\$100,000	\$519,000	\$941,000	\$736,000	\$604,000	\$481,000	\$478,000	\$492,000	\$507,000	\$522,000	
Abatement	\$0	(\$321,000)	(\$715,000)	(\$728,000)	(\$671,000)	(\$606,000)	(\$581,000)	(\$554,000)	(\$291,000)	\$0	
Net Revenue Accruing to Town	\$100,000	\$198,000	\$226,000	\$8,000	(\$67,000)	(\$125,000)	(\$103,000)	(\$62,000)	\$216,000	\$522,000	
One-Time Permit Fee Revenue	\$758,625										
Public Infrastructure Improvements	(\$371,933)										
Storrs Center Corpus, cumulative balance (@ 1.25%)	\$486,692	\$690,776	\$925,410	\$944,978	\$889,790	\$775,913	\$682,611	\$629,144	\$853,008	\$1,385,671	

Source: AECOM

Table 5: Local Property Tax Revenues

	Real Estate	Personal Property	Motor Vehicle	Total
<u>Phase 1A (2011\$)</u>				
Retail	\$106,902	\$4,075	N/A	\$110,978
Residential Rental	<u>\$326,766</u>	<u>\$12,457</u>	<u>\$26,514</u>	<u>\$365,738</u>
Total	\$433,668	\$16,533	\$26,514	\$476,715
<u>Phase 1B (2011\$)</u>				
Retail	\$178,170	\$6,792	N/A	\$184,963
Residential Rental	<u>\$371,369</u>	<u>\$14,158</u>	<u>\$30,134</u>	<u>\$415,661</u>
Total	\$549,540	\$20,950	\$30,134	\$600,624
<u>Full Program (2011\$)</u>				
Retail	\$285,072	\$10,868	N/A	\$295,940
Residential Rental	<u>\$698,135</u>	<u>\$26,615</u>	<u>\$56,648</u>	<u>\$781,398</u>
Total	\$983,207	\$37,483	\$56,648	\$1,077,339
Total Revenue Per SF				
Current Program	\$7.99	\$0.30	\$0.46	\$8.75
Previous Program	\$4.35	\$0.18	\$0.38	\$4.95
Total Revenue Per SF (Residential Rental Only)				
Current Program	\$7.26	\$0.28	\$0.59	\$8.13
Previous Program	\$2.56	\$0.11	\$0.27	\$2.97

Source: Town of Mansfield; Leyland Alliance; AECOM

Table 6: Budget Utilized for Average Cost

	2010-2011 Proposed Budget	Utilized for Average Cost	Note
Government Operations	\$2,276,815	\$0	Project will not materially impact general government operations
Public Safety	\$2,780,310	\$0	Accounted for in Marginal Cost Analysis
Public Works	\$1,920,830	\$0	Accounted for in Marginal Cost Analysis
Community Services	\$1,531,010	\$1,531,010	Includes Youth Services, Library, and Senior Services
Community Development	\$484,310	\$0	Project will not materially impact ongoing inspection, planning operations
Mansfield Board of Education	\$20,588,160	\$0	Accounted for in School Cost Analysis
Town-Wide Expenditures	\$2,500,860	\$0	Project will not materially impact general government operations
Other Financing Uses	\$1,530,760	\$0	Project will not materially impact existing debt and partnerships
<u>Contributions to Region 19</u>	<u>\$9,924,230</u>	<u>\$0</u>	Accounted for in School Cost Analysis
Total General Fund	\$43,537,285		
Total Utilized for Average Cost		\$1,531,010	

Source: Town of Mansfield; AECOM

Table 7: Average Cost per Resident and Worker

Total Budget Utilized for Average Cost		\$1,531,010
Cost Per Resident		
Portion of Budget Attributable to	87%	\$1,330,594
Town Population	13,851	
<i>Cost Per Resident</i>		\$96
Cost Per Worker		
Portion of Budget Attributable to	6%	\$97,902
Number of Workers	10,216	
<i>Cost per Worker</i>		\$10

Source: Town of Mansfield; ESRI; US Census Bureau; AECOM

Table 8: Marginal Operating Costs (2011\$)

Marginal Costs	Total Annual Cost
Public Safety	
State Trooper ¹	\$100,000
Fire Services ²	<u>\$215,560</u>
Total Public Safety	\$315,560
Public Works	
Roadway and Town Square Maintenance FTE ³	\$86,700
Lighting ⁴	<u>\$16,200</u>
Total Public Works	\$102,900
Marginal Operating Costs Total	\$418,460
<i>Portion Attributable to Residents</i>	93% <i>\$389,781</i>
<i>Portion Attributable to Workers</i>	7% <i>\$28,679</i>

Source: Town of Mansfield; AECOM

¹ Reflects 1 State Trooper FTE at \$100,000 per year.

² Reflects one career firefighter on duty per shift staffed using part-time and full-time firefighters. Assumes automatic aid response from Uconn to provide first response services.

³ Reflects 1 maintenance FTE at \$76,700 per year and \$10,000 material and equipment costs per year.

⁴ Reflects 90 lights at \$180 per year to maintain

Table 9: Marginal Capital Costs (2011\$)

Public Safety¹		
Capital Costs	\$0	
Financing Term	5	
<u>Interest Rate</u>	5.0%	
Public Safety Annual Debt Service	\$0	
Public Works		
Capital Costs	\$100,000	
Financing Term	5	
<u>Interest Rate</u>	5.0%	
Public Works Annual Debt Service	\$23,097	
Marginal Capital Costs Annual Debt Service Total	\$23,097	
<i>Portion Attributable to Residents</i>	93%	\$21,514
<i>Portion Attributable to Workers</i>	7%	\$1,583

Source: Town of Mansfield; AECOM

¹ Public safety capital costs are included as part of the marginal operating costs for Public Safety.

Table 10: School Children Costs (2011\$), Full Program

	Students		New Students	New Students (Adjusted) ¹	Grade Distribution			Cost ²	State Aid	Net Cost
	Units	Per Unit			PK-4	5-8	HS			
Rental Residential										
0 Bedroom	36	0.092	3.3	1.7	0.6	0.5	0.5	\$15,992	\$9,209	\$6,784
1 Bedroom	80	0.062	5.0	2.5	0.9	0.8	0.8	\$23,950	\$13,791	\$10,159
2 Bedroom	138	0.262	36.2	18.1	6.7	5.5	5.9	\$174,583	\$100,526	\$74,057
<u>3 Bedroom</u>	<u>34</u>	<u>0.955</u>	<u>32.5</u>	<u>16.2</u>	<u>6.0</u>	<u>4.9</u>	<u>5.3</u>	<u>\$156,785</u>	<u>\$90,278</u>	<u>\$66,507</u>
Total	288		76.9	38.4	14.2	11.6	12.6	\$371,310	\$213,803	\$157,507

Source: HR&A; Town of Mansfield; Leyland Alliance; AECOM

¹ Storrs Center will be located adjacent to the UConn campus and is expected to attract students, faculty, staff as well as residents without any affiliation to the University. It is most likely very few schoolage children will reside at this development. To account for this mismatch with the traditional multipliers, a 50% reduction factor is applied.

² Per student costs based on October 2008 HR&A and Town of Mansfield study. Reflects teacher hiring, supply needs, and special education costs attributable to new students.

Table 11: One-Time Net Revenue Estimate

<u>Fire</u>	
<u>Revenues</u>	
Fire Prevention Permit Fees	\$371,933
<u>Costs</u>	
Fire Marshal FTEs	1.22
FTE Salary and Benefits	\$122,000
Fire Prevention Service Costs	\$148,840
<i>Net Permit Revenue</i>	\$223,093
<u>Planning & Zoning Related</u>	
<u>Revenues</u>	
Planning and Zoning Special Permit/Site Modification (1A)	\$250
Anticipated Zoning Regulation Change (1A)	\$500
<u>Zoning Permit Phase 1A</u>	
New Commercial Building	\$150
126 Multifamily Units	\$6,300
<u>Zoning Permit Phase 1B</u>	
New Commercial Building	\$150
126 Multifamily Units	\$8,050
<i>Net Permit Revenue</i>	\$15,400
<u>Construction Inspection</u>	
<u>Revenues</u>	
Permit Fee (net of State Educational Fee)	\$570,666
<u>Costs</u>	
Cost of Assistant Building Official per hour	\$48
Hours per year per Inspector	1,820
<u>Number of New Inspectors Required</u>	1.0
Cost of Inspection	\$87,360
<i>Net Permit Revenue</i>	\$483,306
<u>Tenant Improvements - Fire, Construction Inspection</u>	
<u>Revenues</u>	
Fire	\$15,572
Construction Inspection	\$21,254
<i>Net Permit Revenue</i>	\$36,826
<u>Total One-Time Permit Fees</u>	
Fire	\$371,933
Planning & Zoning	\$15,400
Construction Inspection	\$570,666
<u>Tenant Improvements - Fire, Construction Inspection</u>	\$36,826
Total	\$994,825
<u>Total One-Time Net Revenues</u>	
Fire	\$223,093
Planning & Zoning	\$15,400
Construction Inspection	\$483,306
<u>Tenant Improvements - Fire, Construction Inspection</u>	\$36,826
Total	\$758,625

Source: Town of Mansfield; AECOM

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Tim Veillette, Project Engineer; Cynthia van Zelm, Mansfield Downtown Partnership Executive Director
Date: December 27, 2010
Re: Town Easement for Storrs Road Improvements Project

Subject Matter/Background

The administrative work that the Town needs to complete for the various Storrs Center public infrastructure project includes the acquisition of properties and easements where the improvements will be constructed. Staff is now working to acquire the land needed to make the improvements to Storrs Road and Dog Lane.

While the Town already owns the frontage along Storrs Road in front of the Town Office Building, the Connecticut Department of Transportation (ConnDOT) will require the Town to provide itself with an easement to construct the Storrs Road Improvements. These improvements include the construction of a new, wider walkway; new curbs; minor grading; the installation of new lighting; and the construction of a few on-street parking places.

Financial Impact

The Town has allocated the costs to prepare the necessary legal documents for the subject easement within the grant-funded budget for the Storrs Road Improvements Project.

Legal Review

The documents have been reviewed by our legal Counsel (Attorney Dennis Poitras), who has also completed the required title searches.

Recommendation

Council's authorization to grant this easement using the following resolution is respectfully requested.

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the easement entitled EASEMENT (Storrs Center – Town of Mansfield), which easement will convey for highway purposes approximately 9,088 square feet of land along the east side of Storrs Road in the vicinity of the Audrey P. Beck Building together with a right to install a sedimentation control system and a right to grade.

Attachments

- 1) Easement (Storrs Center – Town of Mansfield)
- 2) Easement Map (serial # 6)

EASEMENT (Storrs Center – Town of Mansfield)

The Town of Mansfield, acting herein by its Town Manager, Matthew Hart, or his duly authorized representative, at the request of the TOWN OF MANSFIELD (Grantor), acting pursuant to _____, for consideration of One Dollar (\$1) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the Town of Mansfield in Connecticut (Grantee), the right to construct, maintain, replace, remove and rebuild driveways, walkways, stone walls, drainage pipes and structures, lighting, signal supports and electrical conduit, grading, sedimentation control systems and related appurtenances on, across, over and under the land on Storrs Road (State Route 195) and South Eagleville Road (State Route 275), Mansfield, Connecticut and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain said facilities.

Said Easement Area is located on the Grantor's lands on the West side of Storrs Road (State Route 195) and the North side of South Eagleville Road (State Route 275), Mansfield, Connecticut, comprising 9,088 square feet of land as more particularly described on the map entitled "TOWN OF MANSFIELD, MAP SHOWING EASEMENT ACQUIRED FROM TOWN OF MANSFIELD BY TOWN OF MANSFIELD, Serial No. 6, Prepared by Jennifer Marks, P.L.S., Land Surveyor – BL Companies, SCALE 1" = 40', Dated April, 2010" which map has been or will be filed in the office of the Town Clerk of said Town of Mansfield, Connecticut.

Together with the following:

1. The right to install a Sedimentation Control System in an area containing 77± L. Ft., as shown on said map.
2. The right to grade an area containing 1,198± Sq. Ft., as shown on said map.

The Grantor agrees, except with the written permission of the Grantee, that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no planting of trees or shrubbery upon the Easement Area or outside of the Easement Area within five (5) feet from any facilities or appurtenances installed to provide services to any structures erected on the Grantor's premises, and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this Easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of the damage to or destruction of any said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee further agrees, by the acceptance of this Easement, that as long as and to the extent that the facilities and appurtenances located on said land pursuant to this Easement are used as roadways, driveways, walkways or parking areas, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said facilities, the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this Easement.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever to their own proper use.

IN WITNESS WHEREOF, the Town of Mansfield, acting through its duly authorized Town Manager or his duly authorized designee, has caused his hand to be hereunto set and her seal to be hereunto affixed, being hereunto duly authorized on this ___ day of _____, in the year of two thousand and ten.

Signed, Sealed and Delivered
In the presence of:

GRANTOR
TOWN OF MANSFIELD

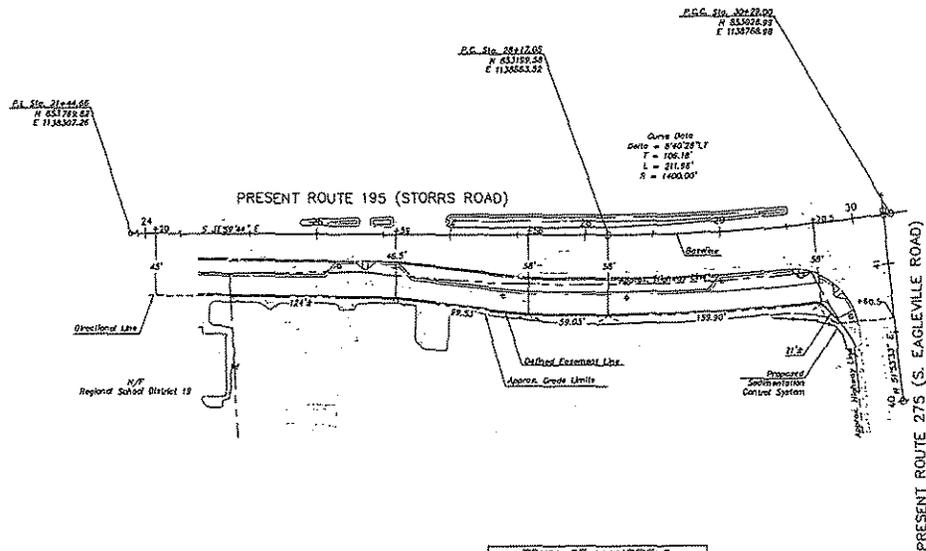
BY: _____
Its Town Manager (Matthew Hart)
Or his Designee

STATE OF CONNECTICUT)
)
COUNTY OF TOLLAND)

ON this ___ day of _____, 2010, before me, the undersigned officer, personally appeared Matthew Hart, known to me to be the person whose name is subscribed to the above instrument, who subscribed and swore to the same before me on this date and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires: _____



MAP REFERENCES:

CONNECTICUT STATE HIGHWAY DEPARTMENT RIGHT OF WAY MAP TOWN OF MANSFIELD VILLAGIC - STORRS ROAD FROM THE FIRST BAPTIST CHURCH NORTHERLY ABOUT 8,000 FEET, ROUTE NO. 95 - SCALE 1"=10' NUMBER 7-08 SHEET 3 OF 3 DATE JUNE 20, 1993

MAP SHOWING PROPERTY TO BE CONVEYED BY THE UNIVERSITY OF CONNECTICUT - STATE OF CONNECTICUT TO THE WELLSVILLE TRUST COMPANY - ON SOUTHERLY SIDE OF DODD LAKE IN STORRS, TOWN OF MANSFIELD, CONNECTICUT SURVEY NO. 1982 SCALE 1"=100' FT. THOMAS S. DANIELSON, ENGINEER FILED 1-10-83 RALPH C. ANDRZEJCZAK, TOWN ENGINEER

BOUNDARY PLAN PREPARED FOR STORRS ASSOCIATES CORP., HIGHWAY RTE. 95, MANSFIELD, CONN. SCALE 1"=50' DATE 1-18-86 FILE NO. B3203 SHEET 1 OF 3 REVISED 9-3-86 R.A. BY VEENAN ASSOCIATES MANCHESTER, CT

BOUNDARY PLAN PARCEL TO BE CONVEYED TO THE WELLSVILLE TRUST, THE DODD LAKE MANSFIELD, CONN. SCALE 1"=100' DATE 1-17-1990 FILE NO. B2090 SHEET 1 OF 2 REVISION 5-19-1993 BY VEENAN ASSOCIATES MANCHESTER, CT

GENERAL NOTES:

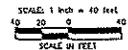
- THIS MAP WAS PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENTS, SECTIONS 20-200A-1 THROUGH 20-200A-20 AND THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, ETC. ON SEPTEMBER 26, 1996.
- THE BASELINE LINE FROM WHICH THIS PROPERTY TRANSACTION IS REFERENCED CONFORMS TO CLASS A-2 HORIZONTAL ACCURACY.
- THE PROPERTY AND STREET LINES DEPICTED HAVE BEEN COMPILED FROM VARIOUS SOURCES AND ARE NOT TO BE CONSIDERED AS NECESSARILY BEING OBTAINED AS THE RESULT OF A FIELD SURVEY, NOR DO THEY REPRESENT A PROPERTY/BOUNDARY OPINION.
- THE TYPE OF SURVEY PERFORMED IS A RIGHT OF WAY SURVEY AND IS INTENDED TO DETECT THE LINES OF PROPERTY TRANSACTION FOR THE PROJECT REFERENCED HEREON.
- NORTH ARROW AND BEARINGS BASED ON THE CONNECTICUT STATE PLANE COORDINATE SYSTEM (HAD 1927) AND REFER TO CGS MONUMENTS 5496 AND 5497.
- THE FEATURES DENOTED HEREON ARE THE RESULT OF THE GENERAL LOCATION SURVEY FOR THE PROJECT, OR AS MAY BE REFERENCED HEREON.

TOWN OF MANSFIELD

Easement for Highway Purposes Acquired
Defined Easement Area = 5,088± Sq. Ft.

Right to Install Segmentation Control System Acquired
Right = 77± L.F.

Right to Grade Acquired
Right Area = 1,188± Sq. Ft.



RIGHT-OF-WAY SURVEY
TOWN OF MANSFIELD
MAP SHOWING EASEMENT ACQUIRED FROM
TOWN OF MANSFIELD

BY
TOWN OF MANSFIELD

SCALE 1"=40'

APRIL 2010

TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

P.L.S. #17832
(VOID WITHOUT LIVE SIGNATURE AND EMBOSSED SEAL)

TOWN NO. 77
PROJ. NO. 223
SERIAL NO. 5
SHEET 1 OF 1

JENNIFER MARKS P.L.E.
TITLE LAND SURVEYOR-EL COMPANIES
DATE

OWNER BY SHE DATE
OWNED BY SH/M DATE
FILE

DATE	REVISION	REV. BY

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works
Date: December 27, 2010
Re: Laurel Lane Bridge Project, First Supplemental Agreement

Subject Matter/Background

The Town will be required to complete additional work for the design of the Laurel Lane Bridge in order to prepare an individual Army Corps of Engineers permit application. (This additional work is necessary due to a minor change in the floodway near the bridge.) The Connecticut Department of Transportation (ConnDOT) has authorized this work and will reimburse the Town for 80-percent of the \$13,625 (plus \$1,500 in direct expenses) in additional design fees. To obtain this reimbursement, the Town must sign a supplemental agreement with ConnDOT to increase the total amount of the grant for design.

Financial Impact

The Town has appropriated the local match for this project through previous capital improvement budgets and the recent November 2010 bond referendum. The 20-percent local share for this additional design work amounts to about \$3,000.

Legal Review

Because this is a standard ConnDOT agreement that is similar to what the Town has executed for all of our federally funded, highway-related projects, we have not requested a separate legal review of the document.

Recommendation

In order to receive the funding necessary to complete the additional design work related to this project, staff recommends that the Town Council authorize the Town Manager, by name, to execute the supplemental agreement. The proposed resolution (in suggested ConnDOT format) is as follows:

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the agreement entitled First Supplemental Agreement between the State of Connecticut and the Town of Mansfield for the Development of Contract Plans, Specifications and Estimates Required in conjunction with the Replacement of the Laurel Lane Bridge (Bridge No. 05366) over the Mt. Hope River Utilizing Federal Funds.

Attachments

- 1) Laurel Lane Bridge Project, First Supplemental Agreement

**FIRST SUPPLEMENTAL AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE TOWN MANSFIELD
FOR THE DEVELOPMENT OF CONTRACT PLANS, SPECIFICATIONS AND ESTIMATES
REQUIRED IN CONJUNCTION WITH THE REPLACEMENT OF
THE LAUREL LANE BRIDGE (BRIDGE NO. 05366)
OVER THE MT. HOPE RIVER
UTILIZING FEDERAL FUNDS**

State Project No. 77-214

Federal Project No. 6077(006)

THIS FIRST SUPPLEMENTAL AGREEMENT, concluded at Newington, Connecticut, this day of _____, 2010, by and between the State of Connecticut, Department of Transportation, Jeffrey A. Parker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the State, and the Town of Mansfield, Audrey P. Beck Municipal Building, 4 Eagleville Road, Mansfield, Connecticut 06268, acting herein by Matthew W. Hart, its Town Manager, hereunto duly authorized, hereinafter referred to as the Municipality.

WITNESSETH, THAT,

WHEREAS, the Municipality has requested that improvements be made to the Laurel Lane Bridge over the Mt. Hope River, which improvements are identified as State Project No. 77-214 and Federal Project No. 6077(006), hereinafter referred to as the Project; and

WHEREAS, said improvements include, but are not limited to, the replacement of the Laurel Lane Bridge and roadway construction related to the bridge approaches; and

WHEREAS, the Federal Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) provides funding authorization for highways, bridges and mass transportation programs; and

WHEREAS, Section 13a-165 of the General Statutes of Connecticut, as revised, provides that the Commissioner of Transportation is authorized ". . . (b) to apply for and to obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof ."; and

WHEREAS, the Municipality is qualified to receive federal funding for the Project; and

WHEREAS, the parties hereto executed an Agreement, No. 7.11-01(06), dated July 13, 2006, hereinafter referred to as the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to reflect revisions in the "Total Preliminary Engineering Cost", "Federal Share", and "Municipal Share" thereof and changes in Administrative and Statutory Requirements.

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

1. That the first sentence of Article 7 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

"Submit invoices on the State voucher form entitled "Invoice and Summary Processing" (ISP) form for reimbursement of participating costs and expenses incurred for the development of plans, specifications and estimates for maximum periods of sixty (60) days during active design periods of the Project."

2. That the second paragraph of Article 16 of the Original Agreement is hereby amended by deleting the amount "One Hundred Forty-Four Thousand Dollars (\$144,000)" appearing therein and substituting the amount "One Hundred Seventy-Two Thousand Dollars (\$172,000)" in lieu thereof.

3. That Article 23 of the Original Agreement is hereby deleted and the following is substituted in lieu thereof:

23. That the Preliminary Engineering cost estimate for this Project is as follows:

A. Estimated Municipal Cost (Total P.E. Cost)	\$ 215,000
B. Estimated Federal Share (80% of A)	\$ 172,000
C. Estimated Municipal Share (20% of A)	\$ 43,000
D. Estimated Reimbursement to the Municipality (80% of A)	\$ 172,000

4. That Articles 1 and 14 of Exhibit A, entitled "Administrative and Statutory Requirements," attached to and made part of the Original Agreement, are hereby deleted in their entirety.

5. That Article 6 of Exhibit A, entitled "Administrative and Statutory Requirements," attached to and made a part of the Original Agreement, is hereby deleted and the following is substituted in lieu thereof:

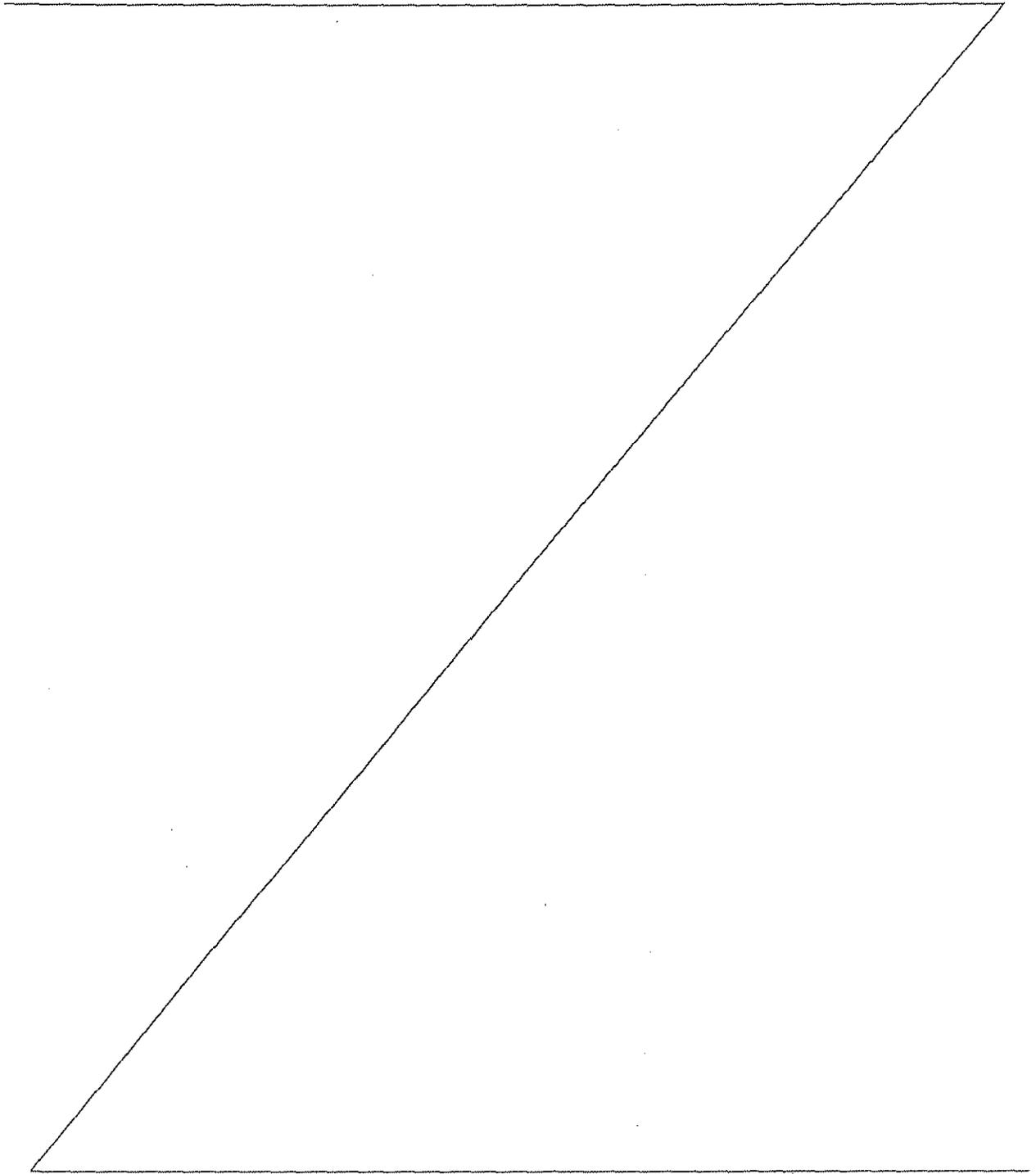
6. The Municipality hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement Policy No. F&A-10, Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.

6. That Article 22 of Exhibit A, entitled "Administrative and Statutory Requirements," attached to and made part of the original Agreement, is hereby deleted and the following is substituted in lieu thereof:

22. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Newington, Connecticut.

Nothing herein shall be construed to waive any of the State's immunities.

7. That all other terms, provisions and conditions of the Original Agreement not specifically amended, modified or deleted herein, shall remain in full force and effect.



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

WITNESSES:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
JEFFREY A. PARKER, COMMISSIONER

Name:

By _____ (Seal)
Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and Construction

Name:

Date: _____

WITNESSES:

TOWN OF MANSFIELD

Name:

By _____ (Seal)
Matthew W. Hart
Town Manager

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Kevin Grunwald, Director of Human Services
Date: December 27, 2010
Re: Human Services Advisory Committee

Subject Matter/Background

At the August 23, 2010 Town Council meeting Councilor Moran, Chair of the Committee on Committees, updated members on the Committee's effort to revamp the Human Services Advisory Committee. The advisory committee originally created in 1972 as the Social Services Advisory Committee and has been inactive for several years.

At their recent meeting on December 20, 2010, the Committee on Committees endorsed various changes to the charge of the advisory committee for adoption by the Town Council. The proposed changes represent an effort to make the focus of this advisory committee broader and more inclusive of the human service needs of all Mansfield citizens.

Recommendation

If the Town Council supports the changes proposed by the Committee on Committees, the following resolution would be in order:

RESOLVED, effective December 27, 2010, to approve the following charge to the Human Services Advisory Committee:

PURPOSE/CHARGE: Serve as an advisory committee to the Department of Human Services in support of the department's mission to enhance the well-being and to help meet the basic human needs of all residents of Mansfield. Basic needs include, but are not limited to, income, housing, food security and health/behavioral health. The Committee advises the Director in matters of policy, program development and external funding requests. The Committee also advocates for the human service needs of the Mansfield community through collaboration with other advisory groups and by identifying and informing Town government regarding emerging needs.

COMPOSITION/MEMBERSHIP: The Committee will be composed of nine (9) members: one representative each from the Youth Service Advisory Board, Mansfield Advocates for Children, the Commission on Aging, the Advisory Committee for the Needs of

Persons with Disabilities, the Senior Center Association, Mansfield Housing Authority; a Mansfield resident affiliated with WAIM; and two "at large" members.

ROLES AND RESPONSIBILITIES:

- *Discusses trends in human services and "cross-over" issues, and assumes an advisory role regarding issues critical to the delivery of human services in the town of Mansfield.*
- *Provides input into departmental and advisory committee goals and objectives.*
- *Serves as an advocate regarding the human service needs of the residents of Mansfield.*
- *Participates in periodic strategic planning initiatives focused on improving the overall scope and delivery of Human Services in the Town of Mansfield.*
- *Reviews and recommends non-profit agency funding requests.*

MEETINGS: The Committee will meet monthly. Two years after inception, the Committee on Committees will review the effectiveness and composition of the Advisory Committee; the Committee on Committees will report its findings to the Town Council and offer any recommended changes for improvement.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Andrea Epling, Registrar;
 Beverly Miela, Registrar
Date: December 27, 2010
Re: Registrar and Deputy Registrar Compensation

Subject Matter/Background

Currently, the Town of Mansfield has two Registrars. Registrars are elected by the public and serve for two-year terms. The upcoming term for the Registrars begins January 1, 2011 and expires December 31, 2012. Mansfield also has two Deputy Registrars whom are appointed by and serve at the will of the Registrars.

Registrars and Deputy Registrars work part-time and hours fluctuate based on elections, primaries and referendums. The current hourly rate of pay for the Registrars is \$20.42/hour and the Deputy Registrars current hourly rate of pay is \$15.32/hour. The Registrars do not receive any benefits or compensation outside of their hourly rate.

If Council wishes to adjust the Registrars rate of pay for the 2011-12 term, now would be an appropriate time to take such an action. Previous Town Attorney Daniel Lamont provided an opinion that the Registrars, as elected officials, cannot receive raise(s) mid-term pursuant to the State Constitution, Article XIX. Consequently, the Council would need to approve a pay increase as a one time wage adjustment for the period of January 1, 2011 through December 31, 2012.

Financial Impact

Assuming that the Council would look to implement a raise that is consistent with that awarded to other Town employees, staff would recommend a one time 3.5-percent adjustment at the start of the two year term. Over the length of the two-year term, this one-time adjustment would be equivalent to two 2.25-percent raises awarded separately on January 1, 2011 and January 1, 2012. If the Town awarded a 3.5-percent increase, the new hourly rate for would total \$21.11/hour for the Registrars and \$15.84/hour for the Deputy Registrars.

We have been budgeting 2,500 hours per fiscal year for the Registrars (hours combined, not per Registrar). The wage increase would add a cost of \$750¹ per year or

¹ \$725 in wages, \$25 in FICA alternative and Medicare tax

\$1,500² for the full two-year term. Some additional funds were budgeted for the Registrars salaries in the event that a wage increase was approved for the term beginning January 1. Between these funds and salary savings in the Deputy Registrar line item, there should be sufficient funds to cover the increase.

Deputy Registrars are used infrequently. This fiscal year, the Town has spent approximately \$500 on Deputy Registrar salaries. The anticipated impact of the recommended pay increase for the Deputy Registrars would be less than \$25 this fiscal year.

Recommendation

If Council wishes to adjust the Registrars rate of pay for the 2011-12 term, and supports a 3.5% increase effective January 1, 2011, the following motion is in order:

Move, effective January 1, 2011, to set the pay rate for the Registrars at \$21.14 per hour, and the pay rate for Deputy Registrars at \$15.86 per hour.

² \$1,450 in wages, \$50 in FICA alternative and Medicare tax



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to the Town Manager; Cherie Trahan, Director of Finance
Date: December 27, 2010
Re: FY 2011/12 Budget Review Calendar

Subject Matter/Background

For your reference, I have attached a copy of the Fiscal Year 2011/12 Budget Review Calendar. Please review the calendar and let me know by consensus if this meets the Council's approval.

Attachments

- 1) FY 2011/12 Budget Review Calendar

**BUDGET REVIEW CALENDAR
FOR BUDGET YEAR 2010-11**

<u>DATE</u>	<u>TIME</u>	<u>ITEM</u>
Mar. 23	Wen 7:00 PM	Budget Presented to Town Council - Council Chambers - Beck Building - Introduction to the Budget & Review of Process
Mar. 24	Thu 7:00 PM	Council Budget Workshop - Council Chambers - Beck Building - Major Cost Drivers - Policy changes & initiatives (Issue Papers) - Discussion questions
Mar. 30	Wed 6:30 PM	Council Budget Workshop - Council Chambers - Beck Building - Board of Education budget - General Fund Revenue Review - Programmatic Review (review narratives) = General Government/Town Wide (Including Contrib. To Area Agencies) = Public Safety = Community Services = Community Development = Public Works
Mar. 31	Thu 7:00 PM	Public Information Session #1 on Mgr's budget - Council Chambers - Beck Building
Apr. 4	Mon 6:30 PM	Council Budget Workshop - Question & Answer Session - Buchanan Auditorium - Mansfield Public Library - Operating Transfers to Other Funds = Parks & Recreation Fund = Debt Service Fund = Downtown Partnership - Internal Service Funds - Health Insurance, Worker's Compensation & Management Services = Health Insurance Fund = Worker's Compensation Fund = Management Services Fund - Other Agencies/Funds = Day Care Fund = Eastern Highlands Health District = Cemetery Fund/Long Term Investment Pool
Apr. 7	Thu 7:00 PM	Council Budget Workshop - Council Chambers - Beck Building - Capital Improvement Program - Capital Nonrecurring Fund - Solid Waste Fund and Town Aid Road Fund - Sewer Funds
Apr. 11	Mon 7:30 PM	Public Hearing on Budget Council Chambers - Audrey P. Beck Municipal Building
Apr. 14	Thu 6:30 PM	Council Budget Workshop Board of Education discussion with Board (before Board's regular meeting) Council Chambers - Beck Building
Apr. 18- 22		School Break
Apr. 20	Wen 7:30 PM	Adoption of Budget and Recommended Appropriations Council Chambers - Beck Building
Apr. 21	Thu 7:30 PM	Adoption of Budget and Recommended Appropriations (if necessary) Council Chambers - Beck Building
Apr. 28	Thu 7:00 PM	Public Information Session #2 Council Chambers - Beck Building
May 3	Tue 6AM - 8PM	Region #19 Budget Referendum Held in the towns of Ashford, Mansfield and Willington
May 10	Tue 7:00 PM	Annual Town Meeting Mansfield Middle School Auditorium



COMMITTEE ON COMMITTEES
November 15, 2010 @ 6:00 p.m.
Special Meeting
Room B

1. CALL TO ORDER

The meeting was called to order by Toni Moran, Chair of the Committee.
Present: Toni Moran, Bill Ryan, Meredith Lindsey

2. OPPORTUNITY FOR PUBLIC COMMENTS
No comments offered

3. APPROVAL OF MINUTES
Mr. Ryan moved and Ms. Moran seconded to approve the minutes of the October 4, 2010 meeting as presented. Motion passed.

4. ETHICS BOARD TERMS OF APPOINTMENT
The Committee discussed the terms of office assigned to those members appointed in 2008. The Town Clerk presented information which clarified the terms.
Members agreed to recommend the appointment of Saul Nesselroth as a full member to fill the remaining term of Nancy Cox. Ms. Moran will contact the lawyers suggested by Judge of Probate Claire Twerdy to see if any of them would be interested in serving. It was noted that one of new members must be a Republican.

5. DISCUSSION OF LETTER FROM MR. SIKOSKI
Committee on Committee members discussed the letter sent to Council members by Mike Sikoski regarding his FOI request for communications among Committee members, the Town Manager and the Assistant to the Town Manager. The Town Clerk reported on her conversation with Tom Hennick, Education Specialist from the Freedom of Information Commission.

6. REVIEW OF COMMITTEE FOLLOW UPS
Ms. Moran will call George Cole regarding a position on the Ethics Board. The students recommended for the Recreation Advisory Committee will be invited to the next meeting of the Committee to ascertain their interest in serving.

7. COMMITTEE APPOINTMENTS
Members agreed to recommend the following to the Town Council:
Gloria Bent to the Advisory Committee on Persons with Disabilities,
Susan Westa as an alternate on the Open Space Committee,
and Esther Roberts to the Mansfield Advocates for Children.

8. 2011 MEETING SCHEDULE

By consensus members agreed to schedule their meetings for 7:00 p.m. on the third Monday of each month unless a holiday occurs on that day in which case the meeting will be scheduled for the following Tuesday.

9. FUTURE AGENDA ITEMS

The draft for the proposed Human Services' Advisory Committee as offered by Town Manager Matt Hart and the draft proposed changes to the charge of Mansfield Parks Advisory Committee will be discussed at the next meeting.

10. ADJOURNMENT

Mr. Ryan moved and Ms. Moran seconded to adjourn the meeting.
Motion passed unanimously.

Mary Stanton, Town Clerk

**Mansfield Board of Education Meeting
November 18, 2010
Minutes**

Attendees: Mark LaPlaca, Chair, Shamim Patwa, Vice-Chair, Martha Kelly, Holly Matthews, Randy Walikonis, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin
Absent: Min Lin, Katherine Paulhus, Carrie Silver Bernstein

The meeting was called to order at 7:31pm by Mr. LaPlaca.

HEARING FOR VISITORS: Middle School students attended to discuss the German and Chinese Exchange Trips and the Fiddlehike.

Min Lin arrived at 7:40pm.

Carrie Silver-Bernstein arrived at 7:56pm

COMMUNICATIONS: None

ADDITIONS TO THE PRESENT AGENDA: None

Katherine Paulhus arrived at 7:59pm

COMMITTEE REPORTS: Policy Committee: Ms. Patwa reported the committee met to review policy revisions recommended by MBOE Attorney, Anne Littlefield. MOTION by Ms. Patwa, seconded by Ms. Matthews to adopt the FMLA policy revision. VOTE: Unanimous in favor. MOTION by Ms. Paulhus, seconded by Ms. Matthews to adopt the Field Trips/Field Studies Policy. Discussion followed with the following amendment to the motion; MOTION by Mrs. Kelly, seconded by Ms. Patwa to amend the proposed Field Trips/Field Studies Policy to require trip insurance purchased by parents. VOTE: Mrs. Kelly in favor. Mr. Walikonis, Ms. Matthews, Ms. Lin, Ms. Patwa, and Ms. Silver-Bernstein opposed. Mrs. Paulhus abstained. MOTION failed. MOTION to adopt the Field Trips/Field Studies Policy: VOTE: Mr. Walikonis, Ms. Matthews, Ms. Lin, Ms. Patwa, Mrs. Paulhus and Ms. Silver-Bernstein in favor; Mrs. Kelly opposed. MOTION passed. MOTION by Ms. Patwa, seconded by Ms. Matthews to adopt the Code of Conduct policy revision. VOTE: Mr. Walikonis, Ms. Matthews, Ms. Lin, Mrs. Kelly, Ms. Patwa, Mrs. Paulhus in favor. Ms. Silver-Bernstein opposed. MOTION passed.

Dorothy Goodwin Bequest Committee: Mrs. Kelly reported the committee met and there were no applications for funds. Committee recommends extending deadline for submitting applications with fliers distributed at schools and sent home with students. Next meeting of the committee is January 11, 2011. MOTION by Mrs. Paulhus, seconded by Mrs. Kelly to extend the deadline for students to submit application until December 31, 2010. VOTE: Unanimous in favor.

Budget Preparation Meeting: Mr. LaPlaca reported he met with Mr. Baruzzi, the Mayor, Town Manager, and Director of Finance to discuss the 2011-2012 budget.

- District Wellness Policy Advisory Committee: Mr. LaPlaca reported he attended the district's committee meeting and asked them to review requests made by parents at a recent Board meeting and to recommend to the Board of Education next step(s) the committee felt were appropriate for the district.

REPORT OF THE SUPERINTENDENT:

- Quarterly Financial Statement: Cherie Trahan reported that expenditures and revenues were as expected. MOTION by Ms. Patwa, seconded by Mr. Walikonis to accept the Financial Statements for the quarter ending September 30, 2010. VOTE: Unanimous in favor.
- Budget Items: Professional and Technical Services; Substitutes: Mr. Baruzzi reviewed the 2009-2010 expenditures.
- Travel Abroad: Mr. Cryan reported the Chinese sister school has invited MMS students to visit. The Board authorized Mr. Cryan to research details of the proposed trip and report his findings to the Board. Mr. Cryan also reported MMS French students will be traveling to Quebec this winter.
- Strategic School Profile: The district has not received the report from the State Department of Education.

- Consolidated Grant: Mr. Baruzzi reported on the 2010-2011 District Consolidated Application for ESEA Federal Grants. MOTION by Mrs. Kelly, seconded by Ms. Lin, to approve the District's Consolidated Grant Application. VOTE: Unanimous in favor.
- Concussion Training and Testing: Mr. Baruzzi reported there is no legal compulsion for such testing.
- Vaccinations: Mr. Baruzzi reported the percentage of unvaccinated children in the district is minimal.
- Healthy Food Certification: Mr. Baruzzi reported the State Department of Education commended the district on the excellent job with HFC documentation materials.
- District Fall Assessments: Mr. Baruzzi reviewed the results and addressed questions by the Board. He indicated there would be a district review of these assessments during the 2010-2011 school year.
- UCONN Schools as Clinics Agreement: MOTION by Ms. Patwa, seconded by Ms. Silver-Bernstein, to continue as a Professional Develop School with the University of Connecticut. VOTE: Unanimous in favor.
- Community Conversations: Mr. Baruzzi will conduct meetings at each school in morning and evening during the week of November 29, 2010.
- 2011 Meeting Calendar: MOTION by Mr. Walikonis, seconded by Mrs. Paulhus to adopt the 2011 Board of Education Meeting Calendar. VOTE: Unanimous in favor.
- Enhancing Student Achievement: Mr. Baruzzi reviewed three additional proposals which will be implemented at the schools in support of this activity.
- Class Size/Enrollment: The principals reported no significant change in class size or enrollment.

NEW BUSINESS: None

CONSENT AGENDA: MOTION by Mr. Walikonis, seconded Ms. Paulhus that the following items for the Board of Education meeting of November 18, 2010 be approved or received for the record. VOTE: Unanimous in favor.

That the Mansfield Public Schools Board of Education approves the minutes of the October 21, 2010 Board meeting.

That the Mansfield Public Schools Board of Education accepts the retirement of Vicki Daniels, Southeast School Nurse, effective December 31, 2010.

That the Mansfield Public Schools Board of Education accepts the resignation of Karen Despres, Mansfield Middle School Guidance Counselor effective November 24, 2010.

That the Mansfield Public Schools Board of Education approves the request for maternity and unpaid child rearing leave of Jocelyn Dunnack beginning January 3, 2011 through the remainder of the 2010-2011 school year.

That the Mansfield Public Schools Board of Education approves the request for maternity and unpaid child rearing leave of Danielle Heersink beginning March 25, 2011 through the remainder of the 2010-2011 school year.

That the Mansfield Public Schools Board of Education approves the request for maternity and unpaid child rearing leave of Kelly Villar beginning February 10, 2011 through May 2, 2011.

HEARING FOR VISITORS: None.

SUGGESTIONS FOR FUTURE AGENDA: Mr. LaPlaca invited Representative-Elect Greg Haddad 54th District to discuss budget and school construction

MOTION by Ms. Matthews to adjourn at 9:52pm. **VOTE:** Unanimous in favor.

Respectfully submitted,

Celeste Griffin, Board Clerk



TOWN OF MANSFIELD HOUSING CODE BOARD OF APPEALS

MINUTES of REGULAR MEETING

December 9, 2009

I. CALL TO ORDER

Chairman Richard Pellegrine called the meeting of the Town of Mansfield Housing Code Board of Appeals to order at 5:04 p.m. in Conference Room C at the Audrey P. Beck Building.

II. ROLL CALL

All members were present: Richard Pellegrine, Brian McCarthy and Will Bigl. Housing Code Enforcement Officer, Derek Debus and the Board secretary, Jennifer Thompson, were also present at the meeting.

The terms for Francis Halle and Robert Kremer expired September 25, 2009. There are currently no alternate members serving on this Board. Two positions for alternate members remain vacant. The Committee on Committee should give this issue its attention.

III. APPROVAL / REVISION OF MEETING AGENDA

Chairman called for motion to revise or approve the agenda, motion in favor to accept the agenda as presented was made by Brian McCarthy and seconded by Will Bigl. All being in favor, motion passed.

IV. BUSINESS MEETING

a. Approval / Revision of Meeting Minutes

Chairman called for a motion to accept or revise the minutes of the December 8, 2008 meeting. Motion was made by Brian McCarthy to accept the minutes and seconded by Richard Pellegrine. Will Bigl abstained as he was not member of the Board at the time of the 2008 meeting. All others being in favor, motion passed.

b. Building & Housing Inspection Department Report

Housing Code Enforcement Officer, Derek Debus, reported that no applications for appeals have been received to date for 2009 year. There are currently 1190 units subject to Housing Code Certification within the certification zone based on a two-year implementation cycle. This does include the various types of properties - single-family, two-family, three-family, multi-family and apartment dwellings. Certificates are valid for a period of two years before another inspection process is necessary. If a complaint is received from a tenant whether the subject property is in or outside the certification zone, then an inspection and any violation follow-up will be done relative to that complaint. The only change to the Code over the past year was the modification of septic cleaning/pumping from 2 years to now 4 years. There has been no revision to water testing or other Code requirements. The addition of new rental properties to the implementation schedule upon transfer of a property to new owner, change of use from owner-occupied to rental, or

removal when rental sold to new owner who occupies the residence was explained. The trend of expansion of single family dwelling as rental properties has slowed in its progression. Brian McCarthy noted the present real estate market and location close to the University affect to the previous trend. Suggestion was made by Richard Pellegrine to have one or two meetings proceed during the year even if no appeals are received in order to provide opportunity for update by the Building and Housing Inspection Department regarding the status of the program and answer member questions. Brian McCarthy stated that the inactivity of the Board and lack of appeals is a credit to Housing Code Enforcement Officer Debus and the entire Department. All present agreed that representative attendance at this meeting was very helpful and at least an annual update at each December meeting would be sufficient. Members felt that the operations of the Department are positive and serve as a good model for other towns. The secretary was instructed to keep a representative report as part of the annual meeting agenda.

c. Review / Approval of 2010 Regular Meeting Schedule

Secretary provided members with a proposed draft schedule and listing of the legal holidays in the state. It was noted the Will Bigl will be out of town the entire month of May, 2010, so he would be unable to attend any possible hearing for an appeal which may arise during that time. General discussion ensued regarding secretary letter to members at end of a term to inquire about willingness to continue in position and referral of matter to Committee on Committee for their recommendation to Town Council to renew an appointment or solicitation of new members. Brian McCarthy moved to accept the regular meeting schedule for 2010 as proposed, Will Bigl seconded. All being in favor, motion passed.

d. Selection of Chairman for 2010

Chairman called for nominations of new Chairman. Will Bigl nominated Richard Pellegrine to continue service in this position. Brian McCarthy seconded. Appreciation was expressed to Richard Pellegrine for serving over the course of the past year. Richard Pellegrine accepted the nomination. Nominations were closed. Vote was taken, all being in favor, the motion was carried. Richard Pellegrine shall serve as Chairman of the Housing Code Board of Appeals for the 2010 year.

V. ADJOURNMENT

Secretary provided a brochure from Town Manager's office entitled "Freedom of Information Guidelines for Boards, Commissions, and Committees" to each member. Chairman confirmed receipt of this document.

There being no further business to be presented to the members, Will Bigl moved to adjourn the meeting, Richard Pellegrine seconded. Motion passed unanimously and the meeting adjourned at 5:25 p.m. All were dismissed with thanks for their attendance and participation.

Respectfully submitted,
Jennifer Thompson, Secretary

Town of Mansfield
CONSERVATION COMMISSION
Meeting of 17 November 2010
Conference B, Audrey P. Beck Building
MINUTES

Members present: Joan Buck (Alt.), Peter Drzewiecki (from 7:45), Neil Facchinetti (Alt.), Quentin Kessel, Scott Lehmann, John Silander. *Members absent:* Robert Dahn, Joan Stevenson, Frank Trainor.

1. The meeting was **called to order** at 7:32p by Chair Quentin Kessel.
2. The draft **minutes of the 20 October meeting** were approved as written.
3. **2011 meeting schedule.** In 2011 the Commission will meet, as usual, on the third Wednesday of each month.
4. **Proposed revisions to subdivision regulations.** The proposed revisions of the subdivision regulations discussed at the October meeting have been revised anew. The pre-application Site and Neighborhood Features Plan and Conceptual Yield & Layout Plans would now be referred to the Commission for comment (5.2(a)(2) and 5.2(b)). Promoting cluster development has been added to the list of objectives that the PZC may consider in deciding whether to permit or require common driveways (7.10(a)(3) and 7.10(b)(4)).

Silander observed that reducing forest edges is a desirable design objective that might be included in 7.10(b)(3). Lehmann wondered whether clauses 1-3 in 7.10(a) were to be read disjunctively or conjunctively. {The previous wording of 7.10(a) is disjunctive, as indicated by "or" in the first sentence.} He also wondered whether requiring the PZC to "consider" 1-4 in 7.10(b) before approving common driveways serving 4-5 lots was strong enough, suggesting that such approval require finding that allowing a common driveway to serve 1-2 additional lots would "significantly promote" some of the objectives 1-4. {To considerations 1-3 of 7.10(a), 7.10(b) adds vehicular and pedestrian safety.} After some discussion, the Commission agreed to suggest revising the second paragraph of 7.10(b) to read:

By a three-quarters (3/4) vote of the entire Commission (seven (7) votes), the maximum number of residential lots served by a common driveway may be increased to four (4) or five (5) lots, but only if the Commission finds that doing so would significantly (1) reduce environmental impacts, (2) enhance vehicular or pedestrian safety, (3) protect and preserve natural and man-made features, scenic views and vistas, interior forests, and/or other existing and potential conservation areas identified in the Plan of Conservation and Development (see map 21), or (4) promote cluster development and other design objectives of these regulations.

5. **Agronomy Farm.** After the 9/14 Town-Gown Committee meeting, the Storrs Heights Neighborhood Association submitted a number of follow-up questions to the University. The Dean of the College of Agriculture replied in a letter dated 10/28, indicating willingness to engage an independent hydrologist, if one could be hired at reasonable cost, but not to monitor neighborhood wells (too costly) or to test for a wide range of hazardous substances (ditto). The Neighborhood Association would like to negotiate a memorandum of understanding on agronomy farm water issues with the University, but the Town-Gown Committee appears to have lost interest and is now claiming it lacks jurisdiction.

6. Natchaug River Basin Conservation Compact. This document is still a work in progress, so the Commission is not yet in a position to recommend that the Town Council agree to it. Kessel distributed another draft, but the Commission deferred discussion to the December meeting, hoping that a final version would be available by then.

7. Open Space. Mansfield voters have approved \$1M bonding authority for open space over the next three years. Since it takes about two years to acquire land or conservation easements, the Open Space Preservation Committee is considering priorities. After some discussion, the Commission agreed unanimously (**motion:** Kessel, Silander) on the following general recommendation:

To maximize area protected per unit cost, the Open Space Preservation Committee and the Town should consider using a significant portion of the open space bonding authority to purchase development rights to interior forestland.

8. Adjourned at 8:52p. Next meeting: 7:30p, Wednesday, 15 December 2010

Scott Lehmann, Secretary, 18 November 2010; approved 15 December 2010.

Town of Mansfield
Sustainability Committee
Minutes of the Meeting – November 17, 2010

Present: Stoddard (chair), Miller (UConn Office of Environmental Policy), Sherman (EO Smith), Williams (Energy Education Committee), Hart, Loxsom, Hultgren (staff), Walton (staff)

The meeting was called to order by chair Stoddard at 5:08 PM.

The minutes of the October 27th meeting were approved on a motion by Miller/Stoddard.

Miller reported that the tour of UConn's composting facility was very successful with three bus loads of students, faculty, staff and residents touring the facility. He went on to explain the composting operation as well the operation of Spring Manor farm where students are learning to grow and sell organic produce.

The committee's priorities for the coming year were discussed and organized into 5 broad categories for further discussion at the next meeting. These were (1) staffing, (2) gathering data/informed planning, (3) raising public awareness and educating residents, (4) engaging and participating in Town projects and issues and (5) economic sustainability. Items 1 through 4 were more particularly discussed as follows:

Staffing –

- Resource person from neighbor to neighbor grant
- Grant funding for a sustainability coordinator
- Reorganizing existing staff
- Collaboration/shared staffing with UConn
- Models of how to share resources – job descriptions/grant application

Data & Informed Planning

- Use data to set goals and objectives
- Using data gathered for climate action plans
- Flexibility to assist with Town decisions and opportunities
- Various data formats ICLEI, STAR energy data, STCC, etc.
- Comparisons with other communities
- Using goals/objectives to inform the Town's Capital Improvement Program

Public Awareness and Education –

- Reaching a broader audience
- Sustainability section on the Town's website
- Information to residents on all aspects of sustainability (info and links)
- Social media
- Specific PR programs and efforts

Engaging in Town Projects and Issues

- Be ready to mobilize when opportunities arise in the course of Town business (example – school siting deliberations)
- Recycling
- Water supply
- Alternative Transportation
- Strategic Planning
- Storrs Center

Schools
PZC regulation changes
Land care and Town fields

Economic Sustainability

This topic will be discussed at the next meeting – exactly what is it, and how does it differ from environmental sustainability?

Walton gave a brief introduction to the hydropower proposal of the Kirby Mill owners in Mansfield Center, which will be discussed at the next meeting.

The next meeting was set for December 15th at which time the committee's priorities will be further discussed, the subject of economic sustainability will be understood and the hydropower proposal will be discussed.

The meeting was adjourned at 6:27 PM

Respectfully submitted,

Lon Hultgren
Director of Public Works

**Town of Mansfield Parking Steering Committee for Storrs Center
Tuesday, October 12, 2010
Mansfield Downtown Partnership Office
1244 Storrs Road (behind People's United Bank in Storrs Commons)**

6:00 PM

Minutes

Members Present: Karla Fox (Chair), Martha Funderburk, Matthew Hart, Meredith Lindsey, Ralph Pemberton, Mindy Perkins (on behalf of Paul Aho), Michael Taylor

Ex-Officio Members Present: Lon Hultgren, Carrie Krasnow, Macon Toledano and Howard Kaufman, Cynthia van Zelm

1. Call to Order

Chair Karla Fox called the meeting to order at 6:04 pm.

2. Approval of Minutes of June 22, 2010

Mike Taylor made a motion to approve the minutes of June 22, 2010. Ralph Pemberton seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

Karla Fox referred to the October 12 memo from Cynthia van Zelm and Carrie Krasnow which outlined issues related to Storrs Center parking. Ms. Fox said the memo follows the order of the agenda.

4. Committee Discussion of Issues for Storrs Center Parking (Parking Financial Structure, Management and Operations, Enforcement, Storrs Center Surrounding Parking)

Ms. Fox outlined the four main issues of Parking Financial Structure, Management and Operations, Enforcement and Storrs Center Surrounding Parking.

Ms. Fox asked what the Committee's role is with respect to surface parking since it will be a privately owned lot. Matt Hart said while it will be private, the goal is to integrate it into the entire parking system so it is managed as one system.

Howard Kaufman said that some financial decisions on parking will be business decisions by the development team.

Ms. Fox said her feeling is the largest concern from townspeople is that the parking break even and not lose money. It will be important to understand all the costs and revenues.

Mr. Kaufman agreed that parking needs to break even. One of the developer's concerns is that they meet the parking needs of the residential and commercial tenants.

Matt Hart noted that the Town and Leyland Alliance are contemplating Leyland managing the Storrs Center parking operations for an initial period of years. Leyland would probably subcontract with a third-party operator (professional parking operator) which the Town would need to approve. The residential developer, EDR, would lease some of the parking spaces for a number of years for its tenants. Mr. Hart said a management agreement would need to be developed by the Town and Leyland.

Mr. Kaufman said the concern was whether there would be any negative drain on the Town. If Leyland manages the parking, it takes the risk off the Town.

Mr. Hart said he is proceeding with discussions with Leyland under the following principle – that parking operations break even. He said the Town is fortunate that there is no debt on the garage with the State's grant. As Mr. Kaufman mentioned, the proposal would be for Leyland to take on management of the parking, and, consequently, any potential risk.

Mike Taylor asked Public Works Director Lon Hultgren if he had any concerns with Leyland potentially managing the parking. Mr. Hultgren said, on behalf of the Town, he would like to review any contract with a third-party operator.

Ms. Fox referred to one of the outstanding issues as described in the memo about on-street parking. Should it be free or paid?

Ralph Pemberton expressed his concern that paid on-street parking would lead people to park in the EO Smith High School lot.

Carrie Krasnow said she recognizes the appeal of free parking, but is concerned that once those spaces fill there will be overspill to surrounding areas anyway. She noted that free parking still requires enforcement. On-street parking is often metered because it is premium parking and charging causes people to move in and out more quickly.

Mr. Taylor asked about whether all on-street parking could be very short-term (15 to 30 minutes). Ms. Krasnow said there are probably too many spaces to allow this to work effectively.

Mr. Kaufman said he recognizes the concerns about metered parking particularly from commercial tenants who may be used to providing free parking to their customers.

Mr. Taylor said currently his only recourse with respect to enforcement is to tow cars. He feels that paid on-street parking will exacerbate issues on his lot. He is less concerned about the garage and surface lot as people will use those parking options for longer stays.

Ms. Fox asked whether enforcement can be done comprehensively across public and private lots.

Mr. Hultgren noted that revenue from meters typically goes to pay for enforcement.

Ms. Fox said that the University has enforcement officers. If Storrs Center can have an enforcement district, perhaps costs could be spread across the property owners. A third-party operator could take on the enforcement of all parking. Ms. Fox said that one idea (as previously discussed) was that private property owners would pay into the enforcement.

Mr. Taylor said that his goals would be that parking would be free on-street, it would be limited to 1 hour, enforcement would cover all lots, and his employees would supplement the enforcement.

Ms. Krasnow said that a Pay on Foot system in the garage and surface lots would eliminate a lot of enforcement costs. This would free up people to do more enforcement on the street.

Ms. Krasnow said she would be concerned about the revenue that would be sacrificed with no meters on approximately 100 on-street spaces.

Mr. Taylor expressed concerns about the additional enforcement costs for the private property owners. Mr. Hultgren said if a district could be formed, with enforcement, the private property owners should get some relief.

Macon Toledano asked about what type of enforcement could be done on a private lot? Ticketing? Chalking tires?

Cynthia van Zelm said that she, Mr. Hart, and Mr. Hultgren will follow-up on what type of enforcement might be possible by a third party and/or municipality on a private lot.

Ms. Krasnow said there are various enforcement options in addition to meters: chalking tires, mounted cameras to record the license of a car and sensors in the pavement that can both monitor how long a car has been parked. There is a higher labor cost with chalking tires vs. meters. Mr. Taylor asked for confirmation on whether ticket revenue can go into enforcement and Ms. Krasnow replied in the affirmative. Ms. Krasnow said that sometimes enforcement can get lax around ticketing because ticketing is so frowned upon by the public.

Mr. Hart asked Ms. Krasnow to provide information on how much estimated revenue would be generated by on-street meters in Storrs Center. Ms. Krasnow will put together an estimate.

Mr. Pemberton asked how enforcement would work at night in the EO Smith lot since enforcement of lots does not typically go into the night. He said that at night, with events at the school, parking can overflow into Mr. Taylors' lot.

Ms. Fox summarized the discussions from the meeting:

A likely outcome is that LeylandAlliance will take on the responsibility/risk for management of the parking system.

The two main issues appear to be whether on-street parking should be free or paid, how should it be enforced; and how enforcement in surrounding lots to Storrs Center may be structured so enforcement is not untenable for property owners.

5. Review of next meeting date

The Committee tentatively set a next meeting date of November 9 at 6 pm. Ms. van Zelm will follow-up with Chair Fox on next steps and meeting dates.

Ms. Fox said she wanted to ensure that all Committee members could make a next meeting to come to some conclusion on recommendations to the Town Council.

6. Public Comment

Steve Squires noted that he did not think the public would be upset if they were ticketed if they went over the allotted time period for parking (in a free on-street parking situation).

David Freudmann said that enforcement is a labor cost. He noted that Willimantic took out meters and the city does a good job of providing free parking. He does not feel that the Storrs Center area has a captive audience for parking as the University does.

Mr. Freudmann noted that some good progress has been made with the proposal of Leyland taking on the management of the parking.

Ms. Fox noted that all the Committee members had received Mr. Freudmann's letter.

7. Adjourn

The meeting adjourned at 7:40 pm.

Minutes taken by Cynthia van Zelm.

**MANSFIELD DOWNTOWN PARTNERSHIP
PLANNING AND DESIGN COMMITTEE
Mansfield Downtown Partnership Office
1244 Storrs Road**

Tuesday, November 16, 2010

MINUTES

Members: Steve Bacon, Karla Fox, Manny Haidous, Jon Hand, Chris Kueffner, Frank McNabb, Peter Millman, Ruth Moynihan, and Pene Williams

Staff: Cynthia van Zelm and Kathleen Paterson

Guests: Geoff Fitzgerald (BL Companies); Andy Graves (BL Companies); Howard Kaufman (LeylandAlliance); Lou Marquet (LeylandAlliance); Greg Padick (Town Director of Planning); Alexandria Roe (Partnership Board); Bob Sitkowski (UConn); Macon Toledano (LeylandAlliance); and Antoinette Webster (Partnership Board)

1. Call to Order

Steve Bacon called the meeting to order at 5:05 pm.

2. Public Comment

There was no public comment.

3. Approval of Minutes from October 19, 2010

Frank McNabb made a motion to approve the October 19, 2010 minutes. Peter Millman seconded the motion. The motion was approved unanimously.

4. Review of Preliminary Plans for Phases 1A and 1B

Mr. Bacon introduced the members of the development team who would present on Phases 1A and 1B. He reviewed the process vis a vis the Committee's role and the need for a future recommendation to the Board of Directors. Mr. Bacon noted that the Committee may need to schedule a special meeting in the near future.

Macon Toledano presented the overall plan for Phase 1A, the parking garage, and Phase 1B. He said that between now and the spring, zoning permits and building permits for each building in the first two phases must be approved. Mr. Toledano explained that the development team will apply for Phases 1A and 1B as one big package to keep the process moving forward and that the second package will include the parking garage and Village

Street projects. He added that the projects in the second package are both Town projects and that designers for the parking garage and intermodal transportation center had just recently been brought on board. Mr. Toledano explained the anticipated sequence of construction, beginning with Phase 1A and the garage. He then explained the focus of the presentation would be looking at the buildings and how they relate to the vision and regulations as described in the Storrs Center Special Design District. He noted that the development team will continue to work on the plans following this meeting.

Ruth Moynihan asked about a reported application to the Planning and Zoning Commission for a zone change.

Mr. Toledano explained that the change applied for is to make the former DL-1 building consistent with the Storrs Center Special Design District (SC-SDD). He reviewed the history of the DL-1 building from the initial plan for it to be a building for relocating tenants to the decision that the building was not cost-effective to the current plan to incorporate DL-1 into DL-2. He said that, because DL-2 is part of the SC-SDD, the goal is to have DL-1 be consistent with the SC-SDD. Mr. Toledano explained that the change will allow the building height and composition of DL-1 to match the adjoining DL-2.

Geoff Fitzgerald presented an overall view of the civil aspects of Phases 1A and 1B. He reiterated that members of the development team are actively designing the buildings and so the presented plans are not yet final. Mr. Fitzgerald reviewed the plans for the UConn parking lots adjacent to Phases 1A and 1B and noted that they are independent of the SC-SDD. He said that the package that will be presented to the Town will include erosion control plans and other construction specifics. Mr. Fitzgerald then reviewed the proposed adjustments to DL-1 and the Dog Lane realignment plans. He pointed out the temporary road which will connect to the Bolton Road intersection during construction prior to the demolition of the Storrs Automotive building.

Jon Hand asked if the new building for Storrs Automotive as shown in Phase 1A would be a permanent building.

Mr. Fitzgerald answered that yes, the new Storrs Automotive building will be the permanent location. He then reviewed the streetscape plans to match the SC-SDD and noted parking and service locations behind DL-1/2.

Mr. Millman asked for clarification on UConn's parking situation in the adjacent lots.

Mr. Fitzgerald explained that because some current parking lots would be included in the land used for Phase 1A, the development team will build and expand two new and current UConn lots in the area and relocate the basketball and volleyball courts.

Alexandria Roe confirmed that the amount of parking currently offered would remain with the planned changes.

Manny Haidous asked if DL1/2 would be a double-sided building.

Andy Graves explained that TS-1 (located at the corner of Storrs Road and Dog Lane) would have front to back retail on the first floor with the entrances at the front of the building and

services at the back. He then explained that DL-1/2 would have retail entrances at both the front and back of the building because it will include tenants that required smaller spaces.

Antoinette Webster inquired about a driveway cut shown to the north of TS-1.

Mr. Fitzgerald explained that that the driveway cut is an existing service entrance to Buckley Hall dormitory and will remain but will not be labeled as an entrance to the project.

There was some discussion about the likelihood of people using that entrance as a shortcut through the project. The general consensus was that, while this is a probability, the service access for Buckley and TS-1 and DL-1/2 was necessary.

Frank McNabb expressed concern with the amount of traffic on Dog Lane and pedestrian safety. He asked whether the speed bumps which are currently on Dog Lane could be continued farther west.

Mr. Fitzgerald commented on the streetscape plans for Dog Lane and referred to the Master Plan for efforts to ensure pedestrian safety.

Lou Marquet added that the siting of the larger buildings closer to the road, the on-street parking, and other visual cues have been shown to be more effective methods of traffic calming than speed bumps.

Mr. Fitzgerald added that speed bumps could be installed at a later date if, once the project was finished, it was determined that such a change was needed.

Mr. Toledano reminded the Committee that Dog Lane will no longer have a lighted intersection at Storrs Road and noted that the emphasis for through traffic will be the lighted Bolton Road intersection. He said the intent is for Dog Lane to be more of a local road.

Mr. Fitzgerald told the Committee that, from a suggestion at the previous meeting, they will add a pedestrian crosswalk near the parking garage. He added that the plan is to have a raised pedestrian crosswalk at the connection point with the Daily Campus (between TS-1 and DL-1/2).

Mr. Millman asked whether Dog Lane would be connected to Storrs Road through the construction time period.

Mr. Fitzgerald answered that Dog Lane will have access through and following construction. He reviewed the road plans and noted that, at times, Dog Lane may need to be only one lane to accommodate construction.

Pene Williams asked about the proposed Dog Lane traffic pattern.

Mr. Fitzgerald reviewed the plans for Dog Lane to continue to have access to Storrs Road. He said that traffic leaving Dog Lane onto Storrs Road will be restricted to north-bound (right turns) only and that traffic entering Dog Lane may come from either north- or south-bound lanes on Storrs Road.

Ms. Williams expressed concern regarding the lack of a south-bound (left turn) option from Dog Lane to Storrs Road.

Mr. Fitzgerald explained that motorists wishing to head south-bound from Dog Lane would be directed around the Town Square to the lighted intersection at Bolton Road.

Kathleen Paterson commented on the current traffic flow problems between the Bolton Road – Storrs Road – Dog Lane intersections and that the new pattern would be a safer option for motorists and pedestrians.

Mr. Marquet explained that the new pattern meets requirements from the Connecticut DOT.

Mr. Fitzgerald added that once the full project is complete, there will be multiple means of accessing the project and Storrs Road.

Ms. Moynihan inquired about the status of the Thai restaurant and expressed her concern that it remain in the area. She commented that it is a very good restaurant, and she is very much in support of keeping it there.

Mr. Toledano replied that LeylandAlliance continues to work with the owners of the Thai restaurant to find a suitable solution for both parties. He added that an agreement had been reached with Select Physical Therapy, which will temporarily move into the former Phil's building until space in the new building is ready.

Mr. Graves reviewed the plans for TS-1 and reiterated that the first floor retail will be front to back with entrances at the front and service access at the back. He noted that the mechanical elements will be on the roof.

Mr. McNabb asked whether the sidewalk was stepped.

Mr. Graves said that the sidewalk slopes by TS-1 but that there are steps in addition to a sloped sidewalk farther up on Dog Lane.

Mr. Marquet noted that the plans are ADA compliant in regards to slopes and widths.

Mr. Toledano referred to the design guidelines for sidewalk widths and noted that not only is activity on the sidewalks permitted, it is encouraged in the guidelines.

Mr. Haidous suggested that some of the retail uses or restaurants should have doors that fold open for access to sidewalk seating.

Mr. Graves explained that, because of budget concerns, there are currently no plans for such amenities. However, he noted that individual tenants may choose to incorporate such doors or similar options in which case they can add those in at their own expense.

Mr. Graves then reviewed the plans for a typical residential floor in TS-1. He noted that TS-1 will have one floor of commercial uses with four floors of residential uses above. He explained that the design follows both what is permitted in the SC-SDD design guidelines and

what is requested by the housing developer EDR. Mr. Graves noted that each building will have a mix of residential units.

Mr. Toledano explained the idea of creating a higher density closer to the Town Square as part of the plans to create an active, vibrant public space. He also noted that there will be a mix of residential unit sizes in each building. Mr. Toledano added that the residential units are open to anyone who would like to live there.

Mr. Graves reviewed the basic sizes of each type of unit: Studio – 450 sq ft; 1 bedroom – 550 sq ft; 2 bedroom – 600-700 sq ft; 3 bedroom – 1100 sq ft (all approximate).

Ms. Moynihan expressed her concern about the cost of additional bathrooms and that affordable housing is needed in town.

Mr. Millman said that, from his professional experience, there are families to whom a three bedroom, higher end rental unit would be appealing. He explained that he often has clients looking for similar options but that there are few currently in town.

Mr. McNabb asked for clarification on the balconies and whether the description of 18 inches was correct.

Mr. Toledano explained that the balconies are to accommodate full height windows to allow more natural light and fresh air into the units. He said the narrow design allows windows or French doors to open but prevents the balconies from being put to other uses.

Mr. Graves agreed and noted that these “Juliet” balconies are the only ones included in the plans. He then reviewed the elevation diagrams with the Committee. He noted three main focal points around the Town Square: the corner of Dog Lane and Storrs Road, the corner of Bolton Road and Village Street, and the façade of TS-2 that faces the Town Square.

Mr. Fitzgerald pointed out the entrances to the residential floors which are designed to be noticed as different from the retail without competing with other façade elements.

Ms. Webster asked if the façades will be staggered.

Mr. Graves answered yes, they will be. He then discussed the different materials that will be used for the façades.

Ms. Roe expressed concern regarding the use of fiber cement clapboards and questioned whether the type called for in the plans are prohibited in the design guidelines.

Mr. Toledano referenced the design guidelines and quoted the types of permitted materials, including fiber cement board.

Mr. Haidous asked if all the other buildings will be the same.

Mr. Graves explained that he will next review the plans for DL-1/2 and TS-2 but that no other buildings have been designed yet. He also noted that the design teams for subsequent buildings will be selected at a future time.

Mr. Bacon asked if the awnings depicted over the commercial units would be optional.

Mr. Graves said yes, the choice of whether or not to have an awning would be up to individual tenants and be limited to those approved in the SC-SDD design guidelines. He explained that the guidelines specify what types and sizes of awnings may be used as well as regulate signage and other decorative additions.

Ms. Moynihan questioned the use of vinyl windows and expressed concern as to their durability.

Mr. Graves explained that the windows selected are of a high quality product with a 0.3 rating or better. He acknowledged that the cost was a factor in choosing the type of window but noted that vinyl is permitted according to the design guidelines.

Mr. Marquet added that the goal is to maintain consistency throughout the project and that the cost of wood windows can be as much as 50% more than vinyl.

Mr. Bacon reminded the Committee that the purpose of the meeting is to review the current plans as they relate to the SC-SDD design guidelines. He noted that there may be some things that do not match individual tastes but follow the guidelines.

Ms. Williams asked if solar panels could be installed on the buildings.

Mr. Graves answered yes, that the buildings could be retrofitted for solar panels.

Mr. Marquet said the goal is to make the buildings as energy-efficient as they can be – following the Sustainability Guidelines – through means such as the insulation and other prep items that can be done now.

Karla Fox asked about the colors for the façades.

Mr. Graves said that the development team had not yet decided on colors as the focus continues to be on the design of the building interiors and façades.

Ms. Roe referred to the design guidelines and expressed concern that the buildings looked too monolithic.

Mr. Toledano explained that the team is still working on how to break up the façades more and are examining several options.

Mr. Graves then gave an overview of DL-1/2, beginning with the commercial floor. He explained the need for commercial access at both the front and the back of the building due to the greater number of smaller tenants. He showed the Committee the group of smaller spaces linked together with a lobby on the first floor and a separate lobby for the residential units. Mr. Graves then presented an overview of a typical residential floor.

Ms. Moynihan questioned the inclusion of three bathrooms in the three bedroom units and expressed a concern for water usage.

Mr. Graves explained that EDR, who will develop, manage, and own the residential units, had requested one bathroom per bedroom in those units. He then explained that water usage is determined by the number of people in a given unit rather than the number of bathrooms.

Ms. Webster asked whether the façades of DL-1/2 would be staggered, to which Mr. Graves replied in the affirmative.

Ms. Moynihan expressed concern about students living in the three bedroom units.

Mr. Toledano reviewed the laws regarding housing and explained that EDR and LeylandAlliance plan for a mix of residents based on the market studies conducted in the area.

Ms. Webster questioned whether or not the brick façade for DL-1 was real brick.

Mr. Graves replied that the brick is real but thin. He then explained the elevation diagrams and noted the plans for outdoor seating and a mezzanine. He showed the Committee a tower facing Town Square; where façades step up the hill; and how storefronts will be reworked. He explained that the building has a one-story base, a three-story body, and a one-story "hat." He pointed to where the tower piece stuck out from the façade. Mr. Graves added that the storefronts would be wrapped with wood trim for a more traditional feel.

Mr. Haidous asked whether the buildings would be lighted at night.

Mr. Graves commented that the design guidelines include specific restrictions on the lighting options and added that he did not think it would be appropriate to fully light the façades but that there would be strategic lighting.

Mr. Fitzgerald reminded the Committee that the streetscape plans would include street lighting similar to what is currently found along the pedestrian walkway near the Town Hall.

Mr. Marquet added that the large windows on the retail level will help animate the space as light will be visible from those windows.

Mr. Graves said that the team is still working on the façades and that many options within what is allowed by the design guidelines are being examined.

Mr. Toledano explained that the team is trying to find a balance; they do not want a long, uninterrupted building but they also do not want the building to look fake or contrived.

Chris Kueffner asked if other options for the backs of the buildings would be examined, including possibly changing the sizes of windows.

Ms. Webster commented that the selection of different trims could aid in differentiating the façades.

Mr. Toledano agreed with the sentiments and took note of the suggestions. He added that the plans being reviewed are more "big picture" and that once those are more set, then the finer details can be fully worked out.

Mr. Toledano then introduced the Committee to TS-2 and recapped the evolving history of the building. He noted that the building has two big jobs to perform: 1) TS-2 will anchor Town Square, and 2) it will obscure the parking garage.

Mr. Graves reviewed the basic plans for the first floor including the orientation and basic details of the mechanical elements. He pointed out two lobbies, one around the corner and the other facing EDR's planned management office in DL-1/2. He noted that, at this time, the tenants for TS-2 remain largely undefined.

Mr. Toledano said the main concern is that the façade facing the Town Square have a more formal presence as it addresses a main public space.

Mr. Haidous asked whether the building would abut the garage.

Mr. Graves said yes, it would be adjacent to the garage and separated by a seismic joint. He explained the intermodal transportation center (which has not yet been designed) will include entries to both the building and the garage so that residents have access to both.

Mr. Graves then reviewed the plans for the upper residential floors with the Committee. He said that a major difference between TS-2 and the other buildings is the inclusion of a courtyard. He explained that the first floor retail floor will extend from the front of the building to the garage but that the residential floors will not extend the entire way back. Instead, he showed the Committee a courtyard that would be built above the first floor with the upper floors looking down on it. He said that the second floor residential units will have direct access to the courtyard while the upper floors will have access through a community entrance.

Mr. Millman asked for details on the garage's exterior walls that will face the courtyard.

Mr. Toledano explained that the garage will be owned by the Town, who received the state grant for it. He said that the designer for the garage had just recently been selected, so the final design is not yet known. He added that because the garage and TS-2 will have different owners (the Town and Leyland, respectively), there are zoning regulations which will apply along those property lines. He said that, in effect, these regulations mean that there will need to be a solid wall between the garage and TS-2 even in those areas where the courtyard is located.

Mr. Kueffner asked whether the prominent placement of elevators was consistent with the Sustainability Guidelines and other efforts to promote environmental sustainability.

Mr. Graves explained the choice of the elevators was based on energy efficiency and the number was determined by the expected wait times in each building.

Mr. Fitzgerald commented that the elevators meet ADA requirements.

Mr. Millman asked whether there was a way to make the stairways pleasant areas to encourage use. He mentioned ventilation, functioning windows, and other opportunities for the stairs.

Mr. Graves replied that the stairways would be built to code and that, as with the other public areas, would be air-conditioned. He said there would be opportunities to brighten the stairways through paint choices as well.

Mr. Bacon asked whether the residential units on the upper floors of TS-2 would have decks or balconies opening up to the courtyard area.

Mr. Graves said that only the second floor units would have courtyard decks. He said that the courtyard would be fairly narrow and the design team wanted to avoid having upper decks or balconies shading the courtyard below.

Mr. Haidous asked about fire plans for TS-2 and the garage.

Mr. Graves explained that all of the buildings would be built according to the building code and that accommodating regulations for fire safety had directed the design of TS-2 to some extent.

Mr. Haidous asked if the exterior lighting would be consistent from Storrs Road up Dog Lane and along Village Street.

Mr. Toledano replied that yes, the lighting would be consistent. He explained that there will be a streetscape plan to create a pleasant environment.

Mr. Fitzgerald added that the plan is to use the same type of lighting that was used along the pedestrian walkway/downtown connector near Town Hall.

Ms. Paterson asked that the light poles include electrical outlets.

Mr. Toledano added that the light poles should include banner arms and hardware.

Mr. Graves reviewed the current plans for the exterior of TS-2 and explained that the façade as depicted was a "work in progress." He reiterated that the façade for TS-2 will be a major focal point as it will face the Town Square. Mr. Graves pointed out important details including roof lines, window sizes, trims, and a parapet that will all help to emphasize the corner without competing with neighboring buildings.

Ms. Roe commented that she feels variety makes spaces lively and active. She cited examples of Prague and other cities wherein many different façades exist side-by-side to create an engaging space despite competing with each other. She expressed her preference for more variety in the façades.

Mr. Millman commented that what is missing when looking at the preliminary design plans is a three dimensional view.

Mr. Fitzgerald agreed and referred to the master plan and design guidelines which included more three dimensional renderings.

Greg Padick reminded the Committee that street trees and other landscaping elements will be a part of the final design.

Mr. Hand asked if all of the residential units in the buildings reviewed would be rentals and whether for sale units were still part of the plan

Mr. Toledano answered yes to both questions. He explained that the current market is more favorable towards rentals, which is what is planned for the first phase. He added that the plan is for for-sale units in later phases, which will be determined by the market as well.

Ms. Moynihan asked if there were still plans for office spaces.

Mr. Toledano answered yes, there will be office spaces in the downtown and added that the development team has been approached by some people who are interested. He noted that no one has yet signed a letter of intent for office space.

Mr. Haidous asked what the transition plan for the demolition area once Phases 1A and 1B are built.

Mr. Toledano said that the short term plan is just to get the area cleared; a transition plan has not been finalized.

Mr. Fitzgerald said the area could just be seeded as an extension of the green until construction starts.

Mr. Marquet said that, as the Phase 1A and 1B buildings go up, general interest in the project will increase, and Phase 1C will begin to take clearer shape.

Ms. Williams asked about the live/work concept.

Mr. Toledano explained that the idea behind live/work is that a commercial tenant would also have a residential unit directly above the commercial. He gave examples of dentist offices or law offices as typical iterations of the live/work concept. He said that the development team would still be open to having such units, particularly along the Village Street.

Mr. Toledano then recapped the discussion and said that the development team will take the Committee's feedback and continue to work on the plans.

Mr. Haidous asked about the next steps.

Mr. Bacon said that the timing has not yet been determined, but eventually the Committee will need to make a recommendation to the Board regarding the plans. He reminded the Committee that a special meeting will need to be scheduled in the coming weeks and encouraged the Committee members to make sure they can attend.

5. Adjourn

The meeting adjourned by consensus at 7:45 pm.

Minutes prepared by Kathleen M. Paterson.



TOWN OF MANSFIELD
OFFICE OF THE YOUTH SERVICES BUREAU

Patricia Michalak, MA
Youth Service Bureau Coordinator

Mansfield YSB Advisory Board
Minutes

Tuesday, November 9, 2010
12:00 noon @ Mansfield Town Hall
Conf. Rm. B

Board Members

Present:

Ethel Mantzaris, Chair
Frank Perrotti, Co-Chair
Patricia Michalak, YSB Coordinator
Kathleen McNamara, YSB Senior Social Worker
Kevin Grunwald, Director of Human Services
Jerry Marchon, Retired Mansfield Police Officer
Chuck Leavens, EOS Counselor
Eileen Griffin, Social Worker, LCSW
Sevan Angacian, UConn Ph.D. Candidate

Absent:

Candace Morrell, Assistant Principal MMS
Teri Hebert, Educational Consultant
Jeff Smith, Resident
Jay O'Keefe, Parks & Recreation
Jennifer Abele, EOS Student
Jane Griffin, EOS Student

Guests:

Matthew Lawrence

Proceedings:

I. Call to Order

Meeting called to order at 12:01PM by Chair, Ethel Mantzaris

II. Approval of minutes: September 14, 2010

Meeting minutes from October 12, 2010 were accepted and approved

III. Reports

Coordinator's Report - Pat Michalak:

- i. Conference on domestic violence;
 - 1- Conference highlighted the importance of services in communities to support victims of domestic violence.
 - 2- Discussed alert-bracelets for these victims and perpetrators
 - 3- Discussed new laws and acts that were passed
- ii. Big Friends:
 - 1- 50 + kids went to pumpkin patch
 - 2- UConn paid for the drivers and van
 - 3- Frank suggested we thank UConn Community Outreach with a note
- i. During holiday, Big Friends will bring kids over to arcade at UConn
- iii. LIST Meeting:
 - i. Subcommittee for the LIST committee was formed
 - 1- They are meeting today, 11/9/10, to discuss possibility of shared regional review board
 - ii. Our YSB Board is interested in doing this regionally
- iv. Work-Study Student from UConn:
 - i. Alexis is a UConn freshman who is helping with input of data
 - 1- Sevan and Pat are working on analyzing the inputted data and making sense of it to guide future work and help with budgeting
- v. Friends of Youth Service Award:
 - 1- Mansfield honored Jerry Marchon with this award; Jerry has served on the board for 23 years, and has 35 years working in the town!
- vi. Football Tickets:
 - 1- 25 football tickets were given to Mansfield families to attend the UConn, West Virginia game
- vii. Adventure Learning, Holiday Hill:
 - i. Matt Lawrence is assisting with this group and he will be facilitating a group with 6th grade boys
- viii. Kathy hosted another dinner for the women's group in October
 - i. Another will be held in December
- ix. Monthly meetings are taking place now with Dr. Barton from Psych Services, who sees some of YSB children
 - i. Advancing with note-taking process and sharing of information through the help of IT Director, Jamie Russell

Director's Report – Kevin Grunwald:

- x. NECASA grant came through for prevention activities – \$3,300
 - i. Majority of the money goes to COPE group
 - ii. Discussed Safe Grad and funding for students to attend
- xi. Grant from the William Casper Gradstein Foundation:
 - i. Survey was developed on community connectedness
 - Survey was sent to 2,000 people and over 500 were returned as of today
- xii. Holiday Program for families:

- i. Department has reached the deadline for applications
 - Over 80 applications were sent out

IV. Old Business

- a. Challenge Budget: Kevin Grunwald
 - i. Needs a larger conversation around the Challenge program
 - ii. No commitment has been made as of yet by Fred Baruzzi and Bruce Sylvia for anything beyond a one-time basis
 - iii. Frank offered to help Kevin with this work
 - 1. Kathy suggested a sub-committee come together to have a plan for funding of Challenge:
 - a. Subcommittee would include Frank, Kevin, Chuck, Jerry
 - b. Kevin will set a date for a meeting.
- b. YSB is requesting the use of a Universal In-take Form for the department:
 - i. Kevin said the intake form is on hold since last time we met
 - 1. No Human Service meeting has taken place since last Advisory Board meeting.
 - 2. Will update the group at the next meeting

V. New Business

- a. YSB Budget:
 - i. Youth work/employment
 - 1. Pat would like to be able to offer some money to student workers to extend YSB services
 - ii. Advocating for the interests of kids with regard to YSB budget
 - iii. Louis DeLoreto – contact for program from E.O. Smith about funding for students doing community service or work/study-like jobs

VI. Adjournment

- Meeting adjourned at 12:56PM
- Minutes submitted by Sevan Angacian

TOWN/UNIVERSITY RELATIONS COMMITTEE

Tuesday, November 9, 2010
Audrey Beck Municipal Building
Council Chambers

Minutes

Present: P. Barry, M. Beal, J. Hintz, R. Hudd, J. Knecht, C. Richards, E. Paterson, J. Saddlemire,
W. Simpson, R. Schurin, C. Paulhus, N. Silander,

Staff: M. Capriola, J. Jackman, G. Padick (Town)
W. Wendt, A. Roe (UCONN)

1) Call to Order

The meeting was called to order at 4:00p.m. Introductions of members were offered.

2) October 12, 2010 Meeting Minutes

The minutes of October 12, 2010 were approved unanimously as presented.

3) Updates:

a) *Spring Weekend 2010*. Mr. Saddlemire provided an update.

b) *Mansfield Community Campus Partnership*. Mr. Hintz notified members that the next Community Campus Partnership meeting has been rescheduled to November 18th (November 11th is in conflict with Veterans Day).

c) *Mansfield Downtown Partnership*. Mr. Padick provided an update on the Storrs Center project as follows: Storrs Road/Dog Lane road improvements, intermodal improvements, parking facility, building phases 1A and 1B. Construction is expected to begin on the mixed use buildings in March 2011. Phase 1A buildings, roads, and the parking facility are expected to be completed by the summer of 2012.

4) Presentation – UCONN Landscape Master Plan

Ms. Roe provided an overview of the UCONN Landscape Master Plan which was commissioned in 2008. The Plan provides for standardized elements and guidelines regarding items such as sidewalks, lighting, planting, streets, walls, and fences. Projects currently underway in the study, design, or construction phase were reviewed. The landscape master plan can be viewed online by going to http://fas.uconn.edu/about/Landscape_Master_Plan_and_Design_Guidelines.pdf.

5) 2011 Regular Meeting Schedule

Mr. Simpson made a motion, seconded by Mr. Richards to adopt the regular meeting schedule as presented. The motion passed unanimously. The Committee will meet the second Tuesday of the month at 4pm except for the months of January and July.

6) Other

Ms. Capriola reminded members that the online police services study is underway and encouraged members to participate.

7) Opportunity for Public to Address the Committee

None.

8) Adjournment

The meeting adjourned at 4:50p.m.

Respectfully Submitted,

Maria E. Capriola, Assistant to Town Manager, Town of Mansfield

TOWN OF MANSFIELD
Energy Education Team
Minutes of the Meeting
October 19, 2010

Present: Britton (chair), Hoyle, Williams, Milius, Walton (staff)

The meeting began at 7:11 pm.

The minutes from the September 28, 2010 meeting were reviewed and accepted.

Williams gave a 20by2010 google group report. The solar thermal incentive has increased its benefit primarily for businesses making it a very good deal. Opower, has been hired by the CT Energy Efficiency Fund to provide a service to 24,000 CL&P customers which will give them monthly written reports, an interactive website detailing their energy usage and compare it to their neighbors.

Walton reported that the Santasiere household, one of the Mansfield Energy Challenge winners, has made purchases of a rain barrel, ceiling fan and foam insulation. None of the challenge households that were offered CleanEnergyOptions free for the first year has responded. Walton will make follow-up calls.

The start date for the Neighbor to Neighbor Challenge has been moved to January 2011. Residents were notified about the challenge in the trash bill inserts. Walton has received calls from several interested residents. The next step is to set-up a brainstorming meeting with Roger Smith and neighboring towns. Tentative dates for the meeting are Tuesday, November 9 or Wednesday, November 10, 2010. Walton will work on arranging a meeting time and place.

Milius reported that 136 people promised to hang out their wash on 10/10/10. Southeast School and Goodwin had clothes line displays. Sally spoke about "Hang Out With Us" on National Public Radio's *Where We Live* program. Denise Merrill presented a citation from the State Legislature at the Storrs Farmer's Market on October 9, 2010. Names were drawn for the raffle prizes. Alisa Bray from Chaplin won the clothes line and Maria Proser from Glenridge won dinner for two at Jao Praya Thai Restaurant. The Chronicle will include pictures of Hang Out With Us in their photo album. Milius will send thank you cards to Willards, Mansfield Supply, Bill Lennon, Denise Merrill, Friendly's, Starbucks, EcoHouse and Jao Praya Thai Restaurant for their donations.

Hoyle stated that on November 21, 2010 the interreligious Eco-Justice group will be awarding churches that did an exceptional job of reducing energy as a result of the "This Old House of Worship" energy audit training. "Beyond Transforming Our Communities for the 21st Century," a program focused on how communities can transition off of fossil fuels, will be held in Hamden on October 24, 2010.

The next meeting will be held November 16. The meeting was adjourned at 8:20 pm.

Respectfully,

Virginia Walton

ARTS ADVISORY COMMITTEE
 Meeting of Tuesday, 05 October 2010
 Mansfield Community Center (MCC) Conference Room

MINUTES

1. The meeting was called to order at 7:00p by Jay Ames. *Members present:* Jay Ames, Tom Bruhn, Kelly Kochis, Scott Lehmann, Blanche Serban. *Members absent:* Kim Bova. *Others present:* Jay O'Keefe (staff).
2. The minutes of the 14 September 2010 meeting were approved as written.
3. **Committee vacancies.** The AAC is now short (only) one member. Kelly Zimmerman had expressed some interest in serving on the Committee to Jay O'K, but she has not yet followed up by attending a meeting. Terese John may be interested, according to Jay A.
4. **MCC exhibits.**
 - a. Jay A. will remind **Michael Allison** that he is scheduled to display sculptural wooden bowls in the fall quarter. Kim should see that the Festival on the Green pieces are removed by 14 October. Jay O'K reported that two of the glass shelves in the right-hand case (as you enter) were cracked during the MCC's closure for maintenance in August; his request for replacements is working its way through the Town's purchasing procedures. Jay A. thought that Allison would not need these shelves for his exhibit.
 - b. **Reneé Raucci** has yet to be contacted about her watercolor exhibit. Scott will e-mail her, asking whether she would prefer showing in the upper sitting room area (available now for the foreseeable future) or waiting for floor-level space (available 01 June 2011).
 - c. **Helen Dewey** has applied to show watercolors; she submitted photos of three sample works (waterscapes). Jay O'K. will let her know that she needs to submit photos of everything and that the earliest exhibit period would be next fall (or possibly 01 June to 15 August 2011, if Ms. Raucci does not want that slot).
 - d. Tom will indeed contact **Suzy Staubach** about exhibiting ceramics in the winter 2011 quarter.

Exhibit Period	Entry cases		Sitting room		Hallway	
	Double-sided	Shelves	Upper (5)	Lower (3)	Long (5)	Short (2)
15 Aug – 14 Oct	<i>Festival on the Green</i> (advertising, art show winners)		<i>MCC cleaning & painting 8/22-8/28</i>			
15 Oct – 14 Jan	<i>Michael Allison</i> (colored wooden bowls)		<i>Renee Raucci</i> 9/1-4/15? (watercolors)	<i>DCF Heart Exhibit 10/1 – 12/31</i> (photos of children needing adoption)		
15 Jan – 14 Apr				<i>Martin Calverly</i> (New England photos)		
15 Apr – 31 May	<i>Mansfield School Art?</i>					
01 Jun – 15 Aug			<i>Renee Raucci?</i> (watercolors)			

5. **November meeting date?** The Committee agreed to move the next meeting, scheduled for Election Day, to 09 November.

6. **Annual report.** The annual report (for FY 2009-10: 07/01/09 to 6/30/10) is due. Scott will write it up.

7. **Sculpture Park?** Tom observed that good, low-maintenance sculpture is expensive – maybe more than the Town can afford. Is any part of the Storrs Center a state project subject to the “1% for art” rule? Jay O'K will ask Cynthia van Zelm about this.

8. **Adjourned** at 7:55p. Next meeting: 7:00p, Tuesday, 09 November 2010 – **note change of date!**

Scott Lehmann, Secretary, 07 October 2010; approved 09 November 2010.

MANSFIELD ZONING BOARD OF APPEALS –REGULAR MEETING
MINUTES
JULY 14, 2010

Vice-Chairman Singer-Bansal called the meeting to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building.

Present: Members – Fraenkel, Katz, Singer-Bansal, Wright

Alternate – Accorsi, Clauson, Gotch

Absent: Members – Pellegrine

JAMES DIXON & LISA HOLLE – 7:00 PM

To hear comments on the application of James Dixon & Lisa Holle for a Variance of Art VIII, Sec A to construct a one-car garage which would be located 18' from the front property line where 60' is required at 7 Storrs Hgts Rd.

The applicants said that they would like to install a single bay, prebuilt garage and that the location they chose is the only logical place for it due to the location of the septic system. The actual size of the garage is 13'2" x 21'2" with a height of 10'6".

A Neighborhood Opinion Sheet was received showing no objections from abutters. Natalie Miniutti, president of the neighborhood association in Storrs Heights, contacted Curt Hirsch to ask for a continuance of the hearing in order to give her more time to contact association members. He told her that she should submit her request in writing but that request was never received. The applicant said that she was notified verbally just prior to the hearing that all association members had been notified and that they would not be asking for the continuance.

BUSINESS MEETING

Fraenkel made a motion to approve the application of James Dixon & Lisa Holle for a Variance of Art VIII, Sec A to construct a one-car garage which would be located 18' from the front property line where 60' is required at 7 Storrs Hgts Rd for a one bay garage measuring 13' x 21', according to the submitted application with landscaping to be maintained between the garage and the front property line and not to exceed 10 ½' in height, seconded by Wright.

Alternate Accorsi acted as a voting member of the Zoning Board of Appeals for this hearing.

In favor: Accorsi, Fraenkel, Katz, Singer-Bansal, Wright

Motion passed unanimously.

Reasons for approval:

- topographical – no other place for garage
- size of lot
- location of septic

APPROVAL OF MINUTES FROM JUNE 9, 2010

Wright moved to approve the minutes of June 9, 2010 as presented, seconded by Fraenkel. All in favor.

ADJOURNMENT

Meeting was adjourned at 7:25 p.m.

Respectfully Submitted,

Sarah Accorsi, Secretary

PAGE
BREAK

**TOWN OF MANSFIELD
OFFICE OF PLANNING AND DEVELOPMENT**

Item #7

GREGORY J. PADICK, DIRECTOR OF PLANNING

Memo to: Town Council, Zoning Board of Appeals, Conservation Commission,
Open Space Preservation Committee, Eastern Highlands Health District,
Assistant Town Engineer, Fire Marshal, Zoning Agent
From: Gregory Padick, Director of Planning 
Date: Monday, December 13, 2010
Re: Proposed Revisions to the Mansfield Subdivision Regulations-
January 18, 2011 Public Hearing

The Planning and Zoning Commission has scheduled a Public Hearing for Tuesday, January 18, 2011 at 7:45 p.m. to hear comments on the attached Commission proposed 12/1/10 draft revisions to Mansfield's Subdivision Regulations. For inclusion in the Commission's pre-meeting packet, comments must be received in the Planning Office by Wednesday, January 12, 2011. Except for technical information from staff, no comments can be received after the close of the public hearing.

It is noted that explanatory notes are provided within the draft to help explain the proposed revisions. The attached legal notice highlights the most important draft revisions.

For more information, please contact the Planning Office at 860-429-3329.

LEGAL NOTICE

The Mansfield PZC will hold a Public Hearing on Tuesday, January 18, 2011 at 7:45 p.m. in the Council Chambers, A.P. Beck Bldg., 4 S. Eagleville Rd, to hear comments on PZC-proposed 12/1/10 draft revisions to numerous sections of the Mansfield Subdivision Regulations.

Proposed Subdivision Regulation revisions include:

1. Revisions to Sec. 3 (Definitions) including new definitions for conceptual layout plan, significant trees, view and vista;
2. Revisions to Sec.4 (General Provisions) including new referral requirements;
3. Replacement of existing Sec. 5 (Preliminary Plan) with new provisions (Subdivision Design Objectives/Design Process). The proposed design objectives revise and supplement provisions currently in Sec. 7. The proposed design process includes three (3) specific pre-application steps that are recommended for all subdivisions but specifically required for subdivisions with new streets or four (4) or more lots. The draft details submission requirements and review processes;
4. Revisions to Sec. 6 (Final Plans) including revised provisions regarding map submissions, depiction of significant trees, submittal of digital data for approved subdivisions and requirements for sidewalks, bikeways, trails and/or other improvements designed to encourage and enhance bicycle and pedestrian use;
5. Revisions to Sec. 7 (Additional Subdivision Criteria) including new provisions to enhance the preservation of stonewalls and historic features and revised common driveway provisions that add new construction and signage requirements and authorize approval of common drives serving up to five (5) residential lots;
6. Revisions to Sec. 8.7 that provide more flexibility for requiring potential improvements along existing streets;
7. Revisions to Sec. 9 (Sidewalks/Bikeways/Trails) including new provisions that require in certain locations specific pedestrian improvements unless waived by a three quarters (3/4) vote of the Commission;
8. Revisions to Sec. 13.8 to clarify the Commission's right to require specific park and trail improvements in association with subdivision open space dedication requirements;
9. Revisions to Sec. 14 (Completion of Improvements/Bonding/As-Built Plans) including new and revised completion requirements for subdivision improvements and provisions that link Zoning Permits and Certificates of Compliance with the completion of subdivision improvements.

At this Hearing, interested persons may be heard and written communications received. No information from the public shall be received after the close of the Public Hearing. Additional information, including the exact wording of the proposed Subdivision Regulations is available in the Mansfield Planning and Town Clerks Offices and at www.mansfieldct.org.

R. Favretti, Chair
K. Holt, Secretary

TO BE PUBLISHED Wednesday, January 5 and Thursday, January 13, 2011

****PLEASE CHARGE TO THE MANSFIELD PZC/IWA ACCOUNT**

December 1, 2010 DRAFT

Proposed Revisions to the Subdivision Regulations

(New provisions are underlined or otherwise indicated)

(Deletions are bracketed or otherwise indicated)

(Explanatory Notes are provided to assist with an understanding of the proposed revisions. These notes are not part of the proposed zoning revisions.)

1) In Section 3, Definitions, incorporate the following revisions:

a. **3.9 Natural and Manmade Features**

Significant trees, [specimens or groupings;] standing singly or in groves; agricultural lands including open fields and pastures; water, including ponds, lakes, brooks, streams, rivers, and cascades; ledges, and large rock outcroppings or formations, large hills or ridges, or expanses of valley floors; visible historic sites or features, such as stone walls, individual buildings or groupings of buildings, cemeteries, cellar holes, foundations, or similar features.

b. **3.10 Plan, [Preliminary] Conceptual Layout**

[The preliminary drawing(s) and any supporting data indicating the proposed manner and layout of the subdivision (see Section 5.0 for requirements)]

A plan prepared after analyzing off-site influences and site and neighborhood features and indicating potential streets, lots, open space areas and other site alterations. Conceptual plans, which are required for subdivisions with potential streets and/or four (4) or more lots, are reviewed by the planning staff pursuant to Section 5.

c. **3.18 [Trees (specimen and groups of trees)**

Specimen: a fully developed tree, standing singly or in a group, exceeding 9" (nine inches) d.b.h. (diameter breast height) on a proposed lot or 6" (six inches) d.b.h. within an existing or proposed street right-of-way. Groups of trees, ranging from 6" to 12" (six to twelve inches) d.b.h., of hardwoods or evergreens, especially as they stand along roadsides or boundaries or properties or lots, so as to serve as privacy screens or buffers, or to enhance a public road or way. Groups or masses of trees may be indicated on a plan as a mass, and each tree need not be delineated.]

Trees, Significant

A healthy, well formed, individual tree nine (9) inches or greater d.b.h. (diameter breast height) on a proposed lot or within an existing or proposed street right-of-way, and/or a grove of trees of any size, especially as they stand along streets or boundaries of existing or proposed lots, that add scenic character or serve as privacy screens or buffers.

d. **3.20 View**

[A sight or prospect of some landscape or extended scene; an extent or area covered by the eye from one vantage point, whether on or off a subdivision site.]

Scenery that exceeds one-hundred and eighty (180) degrees in width as observed from a vantage point.

e. **3.21 Vista**

[A view seen through a long or restricted passage, such as between rows or groups of trees or buildings.]

Scenery that is less than one-hundred and eighty (180) degrees in width as observed from a vantage point and is framed by trees, landforms, buildings or other vertical features.

f. **3.23 Yield Plan**

A map or maps containing a lot and site improvement layout and additional information, as required by these regulations (see Section 6.10.a.6), that demonstrates: compliance with the zoning Schedule of Dimensional Requirements provisions for standard lot size, lot frontage and building setbacks; compliance with all other zoning requirements, including minimum lot area requirements for new lots; and compliance with all subdivision requirements, including the Design Objectives of Section 5.1, the [Design Criteria of Section 7] lot size and configuration provisions of Section 7.4 and the Open Space requirements of Section 13.

A yield plan must be submitted whenever a subdivider seeks a reduction or waiver of minimum lot frontage (see Section 7.6) or in the R-90 and RAR-90 zones, a lot size of less than 90,000 square feet.

Explanatory Note: The revised definitions are associated with new design process provisions in Section 5 and revised provisions in Sections 6.5 and 7.8 regarding the identification and preservation of significant trees; views and vistas.

2) In Section 4, General Provisions, incorporate the following revisions and renumber Sections 4.7 through 4.9 to 4.5 through 4.7.

a. **4.2 Zoning Regulations**

No subdivision plan shall be approved unless it conforms to the Zoning Regulations of the Town, as adopted, as may be amended hereafter (copy on file in the Office of the Commission). [Pursuant to Article III, Section A of the Zoning Regulations, Mansfield has adopted a Temporary and Limited Moratorium on receiving and acting upon certain subdivision and resubdivision applications. See Article III, Section A of Mansfield's Zoning Regulations for specific details.]

b. Relocate, without revision, Section 4.5 (Subdivisions in Flood Hazard Areas) to a new Section 7.1.

c. Relocate, without revisions, Section 4.6 (Solar Access-Energy Efficient Design) to a new Section 7.2.

- d. Relocate, without revision, Section 6.17 (Submission to Regional Planning Commission) and Section 6.18 (Notification to Adjoining Towns) to new Sections 4.8 and 4.9.
- e. Relocate, with the following revisions, existing Section 6.19 to a new Section 4.10

4.10 **[6.19] Windham Water Works/Connecticut Department of Public Health Notification**

When an applicant files with the Planning and Zoning Commission an application concerning a subdivision that is within an aquifer protection area delineated pursuant to Section 22a-354c of the State Statutes or which is within the watershed of the Willimantic Water Works or other water company as defined in Section 25-32a of the General Statutes, the applicant shall provide written notice of the application to the water company and the Commissioner of Public Health in a format prescribed by the Commissioner (provided such water company or said Commissioner has filed a map showing the boundaries of the watershed on the Mansfield Land Records and with the Mansfield Planning and Zoning Commission or the aquifer protection area has been delineated in accordance with Section 22a-354c, as the case may be). Such notice shall be made by Certified Mail, Return Receipt Requested, and shall be mailed within seven days [of] after the date of the application. The Willimantic Water Works or other such water company and the Commissioner of Health may, through a representative, appear and be heard at any hearing on any such application.

- f. Relocate, with the following revisions, existing Section 6.20 to a new Section 4.11

4.11 **[6.20] Notification of Abutting Property Owners**

The applicant shall be responsible for notifying all property owners abutting the site of a proposed subdivision, including property owners across the street from a subject subdivision (as measured at right angles to straight street lines and radial to curved street lines). Said notification, which shall be sent by Certified Mail, [Return Receipt Requested,] within seven (7) days of the Commission's receipt of the application, shall include mapping that depicts the proposed subdivision. The notice also shall reference the fact that the complete application is available for review in the Mansfield Planning Office. Notification forms (available in the Mansfield Planning Office) shall be utilized for notifying abutting property owners.

- g. Add a new section 4.12 to read as follows:

Referrals to Staff/Mansfield Boards and Committees

All subdivision applications and related mapping shall be referred to the Director of Planning, the Town Engineer or designee, the Fire Marshal, Eastern Highlands Health District, the Conservation Commission, the Open Space Preservation Committee and any other agency or organization the Commission deems appropriate including but not limited to: the Design Review Panel, the Agriculture Committee, the Parks Advisory Committee, the Recreation Advisory Committee and the Town Council.

Explanatory Note: The revisions to Section 4 eliminate an expired moratorium reference and incorporate statutory requirements regarding notification to the CT.

Department of Public Health and to abutting property owners. A number of existing sections involving referrals have been relocated to this section and a new subsection has been added to address referrals to staff and Town Boards and Committees.

3) Delete Existing Section 5 in its entirety and add new Sections 5* as follows:

*(Section 5.1 modifies existing provisions currently contained in Section 7.1 and proposed revisions have been indicated. Section 5.2 is all new but to enhance clarity new provisions have not been underlined)

Section 5.0 Subdivision Design Objectives/Design Process

5.1 Design Objectives

Subdivisions shall be designed in a manner that protects the public's health and safety, promotes goals, policies and [objectives] recommendations contained in Mansfield's Plan of Conservation and Development, addresses the provisions of Section 1 of these Regulations (Purpose and Authority) and complies with all specific requirements contained or referenced in these regulations. To address these objectives, [accordingly] primary considerations in designing streets, walkways/bikeways and other public improvements, lot layouts, proposed locations for houses, driveways, sanitary systems and other site work and identifying appropriate open space preservation areas shall be:

- a. The protection and enhancement of vehicular [bicycle] and pedestrian safety through the appropriate siting of streets, driveways, walkways, bikeways and trails;
- b. The protection and enhancement of existing and potential public water supply wells and ground water and surface water quality through appropriate design and installation of sanitary systems, roadways, drainage facilities, house sites and other site improvements;
- c. The protection and enhancement of natural and manmade features, including wetlands, watercourses, aquifer areas, agricultural lands, hilltops or ridges, historic sites and features, expanses of valley floors, [and features along existing roadways] interior forests, significant trees and scenic views and vistas on and adjacent to the subdivision site. Wherever appropriate, site features shall be protected through a clustering of streets and house sites and the identification and preservation of significant open space areas including agricultural lands, interior forests and other land without physical limitations.
- d. The [use]utilization of a site's natural terrain, avoiding unnecessary re-grading, filling and removal activities.
- e. The promotion of energy efficient patterns of development and land use, energy conservation and the use of solar and renewable forms of energy through the appropriate siting of streets, driveways and house sites and, whenever appropriate, bikeway and walkway/trail connections to neighboring streets and neighborhoods; existing and planned commercial areas; schools parks, and other public facilities and town designated walkway or bicycle routes.

5.2 Design Process

All prospective subdividers are encouraged to meet with the Director of Planning or other Planning Office Staff to review zoning and subdivision approval criteria and application submission requirements.

To help achieve the design objectives of Section 5.1, to expedite application reviews, to help reduce application submission costs and to help ensure compliance with all applicable provisions of Mansfield's Zoning and Subdivision Regulations, Mansfield has established a comprehensive pre-application design process. This design process, which is recommended for all subdivisions, includes mandatory pre-application submissions for all subdivisions with new streets or four (4) or more lots. The process has the following steps:

- Step 1 Preparation of an Off-Site and Neighborhood Influences Inventory Plan and preparation of a Site Analysis Plan (see Section 5.2.a)
- Step 2 Preparation of a Conceptual Yield Plan and a Conceptual Layout Plan (see Section 5.2.b)
- Step 3 Testing and Preparation of Final Subdivision Plans (See Section 5.2.c and Section 6)

It is important to note that any pre-application comments and/or recommendations provided to a prospective subdivider by Mansfield's Director of Planning, other staff member or Mansfield Commission or Committee member, shall not be binding on the applicant, the Planning and Zoning Commission or any other authority, agency or official having jurisdiction to review and act upon the subject subdivision.

a. Off-Site and Neighborhood Influences Inventory Plan and Site Analysis Plan

1. Off Site and Neighborhood Influences Inventory Plan

Regional, town-wide and neighborhood characteristics and influences shall be inventoried and considered with respect to the subject subdivision site and the Design Objectives of Section 5.1. State and regional land use plans, Mansfield's Plan of Conservation and Development, local knowledge and other sources of information should be considered in conducting this inventory of off-site influences.

While all prospective applicants are encouraged to submit and review with the Planning Staff an inventory of off-site and neighborhood influences, whenever a subdivision proposal includes new streets or four (4) or more lots, this inventory is mandatory and shall be submitted by a Connecticut Licensed Landscape Architect in association with the Site Analysis Plan requirements of Section 5.2.b. Where required, this inventory shall be presented in the form of a plan showing the location of the project site, area factors such as roads and transportation networks, noteworthy topographical and natural resource features, proximate commercial, recreational, educational and cultural land uses and any other external site features that could influence development on the project site. This plan may be displayed as a cover sheet for the set of final subdivision plans.

2. Site Analysis Plan

Natural and man-made features on or adjacent to a potential subdivision site shall be inventoried and considered in association with the design objectives of Section 5.1 and other provisions of these regulations. While all prospective applicants are encouraged to submit and review with Planning Staff a Site Analysis Plan (as described below), whenever a subdivision proposal includes new streets or four (4) or more lots, the submittal of a Site Analysis Plan is mandatory. Where required, a Connecticut Licensed Landscape Architect shall prepare and submit to the Director of Planning five (5) copies of a Site Analysis Plan containing the information listed below as applicable to the subject site. This plan shall be submitted in association with an Off-Site and Neighborhood Influences Inventory Plan as per Section 5.2.a.1.

The submitted Off-Site and Neighborhood Influences Inventory Plan and the Site Analysis Plan shall be reviewed by Mansfield staff members and shall be referred to the Conservation Commission and the Open Space Preservation Committee. As deemed appropriate by the Director of Planning, the above referenced plans also may be referred to other advisory committees for review and comment. Additionally, the Planning and Zoning Commission shall be informed in writing and provided with an opportunity to receive the submitted information for review and comment. The Director of Planning shall within forty-five (45) days of receipt provide review comments on the submitted plans to both the applicant and the Planning and Zoning Commission and any reviewer who provided comments to the Director. No final subdivision plan involving new streets or four (4) or more lots shall be considered complete and approvable by the Commission unless the Off-Site and Neighborhood Influences Inventory Plan and the Site Analysis Plan requirements have been met.

The following information shall be included, as applicable to the subject site, on all required Site Analysis Plans:

1. North arrow, date and scale. All plans shall be drawn at a scale of one (1) inch equals forty (40) feet (1" = 40') or less. The Director of Planning shall have the right to permit different scales for larger parcels provided the scale used shall also be used for the final subdivision plan. Use of the same scale will facilitate a transfer of information.
2. Name of subdivider and subdivision and the name and seal of the Landscape Architect who prepared the plan.
3. Boundaries of tract to be subdivided.
4. Existing contours at two (2) foot intervals. All slopes over 20 percent and watershed divides should be indicated.
5. Existing streets, easements, fences, walkways, bikeways, trails, structures both onsite and immediately adjacent to the site.
6. Wetlands and watercourses including intermittent streams both onsite and immediately adjacent to the site.
7. One Hundred (100) year flood plains, including base flood information on any portion of the land being subdivided which is within flood hazard areas as shown on the Zoning Map and in greater detail in the flood insurance study dated July 1980, and the most current Federal Emergency Management "Floodway" and Flood Insurance Rate Maps.
8. Aquifer areas and public drinking water wells on or within 500 feet of a site.

9. Soil type classifications as per the current U.S.D.A. Natural Resource Conservation Service Soil Survey for Tolland County, CT.
10. On-site and adjacent historic features including: all structures, wells and other utility features, walls and fences regardless of their condition, existing or former walks, paths, drives, trails, etc., curbs and pavement, man-made elements inserted into the ground such as hitching posts, garden or enclosed areas, significant vegetation, remains of old foundations, rip-rapping, arbors, trellises, etc., and any other historic features observed.
11. On-site and adjacent agricultural land with existing uses identified.
12. Areas with potential State and Federally-listed endangered, threatened or special concern species as per the current State and Federal Listed Species and Natural Communities Map published by the Connecticut Geological and Natural History Survey of the Connecticut Department of Environmental Protection; and significant natural flora and fauna communities as per Mansfield's Plan of Conservation and Development mapping.
13. Other natural and man-made features, including rock ledges and rock outcropping, significant trees, tree or shrub groves or masses of groundcover and obvious wildlife habitats.
14. Desirable scenic and/or historic views and vistas into or out of the site, desirable internal vistas and views and any undesirable views and vistas both off and on-site.
15. On-site and adjacent open space and recreational land with existing uses identified.
16. Off-site nuisances to be screened.
17. Negative site conditions such as dangerous and dilapidated buildings, dead and falling trees, diseased plants, infestation of invasive species, areas of stripped top soil, deposits or junk and refuse.
18. Objectionable noises or odors and their sources both on and off site.
19. Particular micro-climatic conditions that may affect development.
20. Directions of prevailing winter winds and summer breezes.
21. Horizontal angles of the sun (azimuth) on December 21 and June 21.
22. Primary directions of off-site traffic flow and relative volumes; points of connection of site with sidewalks, bikeways and trails, if any.
23. Logical points of ingress and egress to the site; sight lines of possible driveway to road; locations of all trees over 9 inches in diameter (d.b.h.) within sight lines.
24. Tentative notations of possible preservation and conservation areas (areas where development should be discouraged).
25. Tentative identification of areas that are better suited for development.

An example of a site analysis plan is contained in Appendix A of these regulations.

In situations where the Director of Planning becomes aware of a planned subdivision but the mandatory submittal of an Off-Site and Neighborhood Influences Inventory Plan and a Site Analysis Plan are not required, the Director is encouraged (subject to privacy considerations or other factors) to notify other staff members, the Conservation Commission, the Open Space Preservation Committee and, as appropriate, other advisory committees that a subdivision is being considered for the subject property. This notification provision is

designed to facilitate the communication of useful information to a potential applicant at an early stage of the subdivision design process.

In situations where an Off-Site and Neighborhood Influences Inventory Plan and Site Analysis Plan have not been submitted but the Director of Planning has notified staff and advisory Committees of a potential subdivision application, the Planning and Zoning Commission shall be informed in writing and provided an opportunity to comment. Any pre-application review comments from staff members, commission or committee members shall be incorporated into a report from the Director of Planning, which shall be submitted to the applicant, the Planning and Zoning Commission and any reviewer who provided comments to the Director. Any comments from the Commission shall not be binding on the applicant, the Commission or any other authority, agency or official having jurisdiction to review and act upon the subject subdivision.

b. Conceptual Yield Plan and Conceptual Layout Plan

Following the analysis and review of off-site and neighborhood influences and site features, the next step in designing a Mansfield Subdivision shall be the preparation of a Conceptual Yield Plan and a Conceptual Layout Plan. These plans shall take into account all comments received in association with the initial step as described in Section 5.2.a.

All applicants are encouraged to submit to the Planning Office a Conceptual Yield Plan and Conceptual Layout Plan for review prior to the submittal of final plans. However, whenever a subdivision proposal includes new streets or four (4) or more lots, a Connecticut Licensed Landscape Architect shall prepare and submit to the Director of Planning five (5) copies of a Conceptual Yield Plan and a Conceptual Layout Plan. Several concept plans may be submitted concurrently. The submitted plans shall be reviewed by Mansfield staff members and, shall be referred to the Conservation Commission, the Open Space Preservation Committee and the Design Review Panel. As deemed appropriate by the Director of Planning, the plans also may be referred to other advisory committees for review and comment. Additionally, the Planning and Zoning Commission shall be informed in writing and provided with an opportunity to receive the submitted plans for review and comment. The Director of Planning shall within forty-five (45) days of receipt provide review comments on the submitted plans to both the applicant and the Planning and Zoning Commission and any reviewer who provided comments to the Director. No final subdivision plan involving new streets or four (4) or more lots shall be considered complete and approvable by the Planning and Zoning Commission unless these conceptual plan requirements have been met. All review comments on conceptual plans shall not be considered as a commitment to approve final plans which are subject to independent review and approval pursuant to Section 6 and compliance with all applicable approval criteria contained in these regulations.

The Conceptual Yield Plan, which shall be drawn to a scale best suited to the site and allows appropriate review, shall identify potential streets (where applicable), potential lots and potential open space areas that could be developed with standard frontages and lot sizes pursuant to all applicable zoning and subdivision approval criteria. Mansfield's Subdivision Regulations require a yield plan to determine the maximum number of lots that could be developed on a subject site (see Section 6.10.a.6 for yield plan provisions).

The Conceptual Layout Plan, which shall be drawn to a scale best suited to the site and allows appropriate review, shall identify potential streets (where applicable), potential lots and potential open space areas that could be developed pursuant to all applicable zoning and subdivision approval criteria, including Mansfield's "Cluster Development" provisions. Section 7.4 of the Subdivision Regulations authorizes the Commission to require new subdivisions to be clustered with reduced lot sizes and larger areas of preserved open space. Section 7.6 includes provisions to reduce or waive lot frontage and setback requirements. A submitted Conceptual Layout Plan should reflect an applicant's intended final plan submission subject to soil testing and obtaining more specific site information.

c. Testing/Preparation of Final Subdivision Plans

Following the receipt of review comments on all submitted conceptual plans, applicants shall conduct all required testing pursuant to State Health Code requirements and permits issued by Eastern Highlands Health District. Following on-site testing and further analysis, applicants can elect to resubmit conceptual plans pursuant to Section 5.2.b. or prepare final plans pursuant to Section 6. The final plan shall take into account all information obtained through Mansfield's design process.

Final Subdivision plans shall depict proposed streets, lot lines, building and development area envelopes, house locations, well and septic system locations, open space areas, natural and manmade resources and other details required by Section 6 and other provisions of these Regulations. The final subdivision plan shall address the minimum lot size provisions of the Zoning Regulations, and the number of proposed lots shall be no greater than the number depicted on a finalized yield plan prepared pursuant to Section 6.10.a.6.

Explanatory Note: The revisions to Section 5 include the relocation and expansion of subdivision design objectives and the establishment of a new pre-application process designed to promote compliance with the design objectives and all applicable subdivision submission and approval standards. For subdivisions involving four (4) or more lots or new streets, the proposed regulations require applicants to submit to the Director of Planning, and as deemed appropriate, other staff members and advisory committees, an inventory of regional, town-wide and neighborhood characteristics and influences and a site analysis plan before preceding to the preparation of conceptual yield and layout plans which also must be submitted for review and comments. Any subdivision application submitted to the Planning and Zoning Commission pursuant to Section 6, that involves four (4) or more lots or new streets, would be incomplete if the new pre-application requirements have not been met. The new pre-application process is expected to expedite Planning and Zoning Application reviews and help reduce application revisions and associated processing costs.

4) In Section 6, Final Plans, incorporate the following revisions:

- a. Revise Section 6.1 to read as follows:

Plan Required

[Except as provided for in Section 4.9,] In order for land to be subdivided, all procedures and requirements of this Section (6.0) and other applicable sections of these regulations, including the subdivision design process of Section 5 [design criteria of Section 7,] must be complied with. Only final plans approved by the Commission may be filed in the office of the Town Clerk.

- b. Revise section 6.2 to read as follows:

Complete Application

The subdivision application shall be considered complete by the Commission when it determines the subdivider has complied with the design process provisions of Section 5 and all submission provisions of Section 6 [all the plan requirements]. If an application involves activities within regulated areas as defined by the Mansfield Inland Wetland Agency (IWA), the application shall not be received unless a license application for said activities has been received by the IWA and is currently under IWA review; or unless a license for said activities has been approved by the IWA; or unless the proposed activities have been ruled by the IWA to be exempt from licensing requirements. The date of the meeting at which the Commission determines the application is complete shall be designated the official date of submission.

- c. Revise section 6.3 to read as follows:

Final Plan Requirements

- a. The final plans shall consist of the subdivision map, construction and public improvement plan (if needed), pursuant to Section 6.7 and supportive documentation (Section 6.10 and 6.11) either required herein or as may be required by the Commission.
 - b. All required plans shall be prepared by and shall bear the name, signature and seal of a land surveyor and professional engineer licensed by the State of Connecticut.
 - c. Final plans shall include the name, signature and seal of a landscape architect licensed by the State of Connecticut whenever a subdivision proposal includes new streets or four or more lots, or the Commission determines that a landscape architect is needed to address application requirements and approval criteria including potential impacts on natural and manmade features and scenic views and vistas.
 - d. Final plans shall include the name and signature of a certified soil scientist whenever wetlands or watercourses exist within one hundred fifty feet of proposed building envelopes or the Commission determines that a soil scientist is needed to address application requirements and approval criteria.
 - e. All full sized plans shall be drawn at a scale of one (1) inch equals forty (40) feet (1"=40') or less. The Commission may permit different scales for large parcels.
 - f. All plans shall be submitted on sheets at least 24 inches wide and 36 inches long (24" x 36"). The subdivider shall submit at least 6 copies of all full size maps, [two of which shall be on Mylar or similar reproducible medium.] The Commission may require additional copies. In addition, the subdivider shall submit fifteen (15) copies of the final plans reduced, wherever possible, to fit paper eleven (11) inches wide and seventeen (17) inches long. The reduced sized maps shall be at a measurable scale, which shall be noted on the reduced size map. [Upon approval by the Commission, final plans also shall be submitted in digital form AutoCAD R-14 or compatible form acceptable to the Town (unless specifically waived by the Commission for smaller subdivisions where a digital form is not available).]
- d. Revise Section 6.5.j.3 to read as follows;
3. Open fields and meadows, woodlands, tree lines, significant trees. The subdivision map shall identify all significant trees (see definition) that are within a proposed development area envelope or an existing or proposed street right of way. In addition, all [over six (6) inches d.b.h. (diameter breast height) within an existing or proposed street right-of-way or nine (9) inches d.b.h. on a proposed lot that are to be removed in association with road, drainage, driveway, house, septic or underground utility construction. All] trees over fifteen (15) inches d.b.h. (diameter breast height) situated on the subdivision site shall be identified,

either individually or as part of a [group of trees] grove. [Specimen] Significant trees [and groups or masses of trees (see definition)] that are to be preserved shall be specifically [shown and] labeled on final plans.

e. **Revise Section 6.5 to read as follows:**

- n. Proposed street layout (where applicable) with pavement type and typical street cross-section, right-of-way widths, street names, location of existing and proposed street signs and street lights, with design details and street trees, with standard plant specifications; [signs and sidewalks, if any;]
- f. Add a new Section 6.5.o to read as follows and re-letter existing Section o through t to p though v.
- o. Sidewalks, bikeways, trails and/or other improvements designed to encourage and enhance safe bicycle and pedestrian use (see Section 9). Where required, cross-sections and related construction details shall be provided.
- g. In Section 6.10, Required Documentation, incorporate the following revisions: 6.10.a.5, change Section 4.6 to Section 7.2; 6.10.a.6, delete “design” in line 6; 6.10.b.1, delete “Sewer Authority” in line 1
- h. In sections 6.13 a and b, replace “Town Planner” with “Director of Planning” (3 locations)
- i. **Revise Section 6.14 to read as follows:**

Submittal of Approved Plans/ Endorsement

Upon approval, the subdivider shall submit, in accordance with the schedule contained in Section 6.15, two (2) sets of reproducible subdivision plans acceptable to the Town Clerk based on the provisions of Section 7-31 of the State Statutes; [and] three (3) sets of full sized paper prints of the approved plans[shall be submitted to] and three (3) sets of reduced size maps as per the submission provisions of Section 6.3.f In addition, the subdivider shall submit the final plans in digital form AutoCAD R-14 or a compatible form acceptable to the Town. Alternatively, Town staff may accept other forms of digital data (property lines, wetland boundaries and other data contained on a final subdivision plan) provided the data can be readily incorporated into the Town's current digital mapping system. This digital data is needed to appropriately update Town records.

The Chairman of the Commission who, after determining that [they] the submittals comply with the Commission's action and that all other regulatory requirements have been met, shall sign the plans. When the Chairman is absent, or otherwise unable to act, the Vice-Chairman or Secretary of the Commission shall sign said maps. No plan shall be recorded with the Town Clerk until approval has been endorsed thereon and recording of the plan without such endorsement shall make said plan void. A plan revised without a proper endorsement shall also be void. The endorsement of approval shall state the date on which the subdivision approval period expires (see Section 6.16). [The applicant also shall file with the Town the final plans in digital form (see Section 6.3.g).]

- j. Renumber Section 6.21 to 6.17 (existing Sections 6.17 through 6.20 are being relocated to Section 4).

Explanatory Note: *The revisions to Section 6, clarify and update final subdivision plan application submission and post approval requirements. The revisions reference the new pre-application provisions of Section 5, clarify significant tree inventory provisions and provide alternatives for submitting final plans digitally.*

5) In Section 7 to be relabeled “Additional Subdivision Criteria” incorporate the following revisions.

- a. Delete existing Sections 7.1 and 7.2 and replace them with existing provisions contained in Sections 4.5 and 4.6.

b. **7.7 Stone Walls/Historic Features**

[Subdivisions shall be designed to preserve, where] To the extent possible (subject to any safety issues) [after consideration of other regulatory provisions,] all existing stone walls, remains of old foundations and any other historic features on the subject site shall, regardless of condition, be preserved and maintained. Furthermore, wherever possible, existing stone walls shall be used to delineate property lines. The Commission may require stone walls and other historic features to be included within conservation easements to help ensure long term protection.

All existing stone walls that need to be removed due to street, driveway, house, septic system or other site construction shall be [rebuilt elsewhere on the property, or the stones shall be] used to enhance adjacent segments of walls or other existing walls on the property, particularly along new property lines. [Information] Specific plans regarding any stone wall removal and proposed stone wall rebuilding or improvements shall be included on the subdivision plans and the Commission shall have the right to require stone wall work to be the responsibility of the subdivider.

c. **7.8 Trees**

- a. Unless specifically authorized by the Commission, no roadside tree over [six (6)] nine (9) inches d.b.h. (diameter breast height) shall be removed unless the removal is necessary to provide suitable sightlines, to establish suitable driveway or roadside drainage, or to provide suitable underground utility service (see underground utility provisions of section 11.1);
- b. Subdivisions shall be designed to preserve, where possible after consideration of other regulatory provisions, [specimen] significant trees [and groups of trees] that contribute to Mansfield’s scenery and/or help enhance significant man-made and natural features (see definitions of scenery, significant trees and natural and man-made features).

d. **7.10 Common Driveways**

- a. The use of a common driveway may be authorized or required by the Commission where:
 - 1. Wetlands, steep slopes or other physical constraints would require extensive grading, filling or tree removal for individual driveways;

2. Common driveways will enhance vehicular and/or pedestrian safety;
3. Common driveways will protect and preserve natural and manmade features [and], scenic views and vistas, interior forests and/or existing or potential conservation areas identified in the Plan of Conservation and Development(see map 21) or [where];
4. Common driveways will promote cluster development and other design objectives of these regulations (see Section 5.1). [Any approved common driveway shall serve no more than three (3) residential lots.]

Where common driveways are approved, a driveway easement that establishes maintenance and liability responsibilities shall be depicted on the plans, shall be incorporated onto the deeds of the subject lots and shall be filed on the Land Records.

- b. Except where specifically authorized by the Commission pursuant to this section, any approved common driveway shall serve no more than three (3) residential lots.

By a three-quarters (3/4) vote of the entire Commission (seven (7) votes), the maximum number of residential lots served by a common driveway may be increased to four (4) or five (5) lots, but only if the Commission finds that doing so would significantly:

1. Reduce environmental impacts; or
 2. Enhance vehicular and/or pedestrian safety; or
 3. Protect and preserve natural and man-made features, scenic views and vistas, interior forests and/or other existing or potential conservation areas identified in the Plan of Conservation and Development (see map 21); or
 4. Promote cluster development and other design objectives of these regulations (see Section 5.1).
- c. [b.] All sections of a common driveway that include areas that have a slope of ten (10) percent or greater shall be surfaced with an appropriate thickness of bituminous concrete or an equivalent surface approved by the Commission;
 - d. [c.] Common driveways serving two (2) or three (3) lots shall have a minimum travel width of twelve (12) feet and minimum load-bearing shoulder widths of two (2) feet. Common driveways serving four (4) or five (5) lots shall have a minimum travel width of twenty (20) feet. All curves along a common driveway shall have a minimum inside radius of twenty-five (25) feet.
 - e. All common driveways shall be designed and constructed to safely accommodate fire department apparatus, pursuant to Mansfield's Fire Lane Ordinance (Chapter 125 of the Mansfield Code). Subdivision plans shall include a common driveway cross-section that demonstrates compliance with this requirement.
 - f. At all intersections of a common driveway and a street, common driveways shall have a minimum travel width of twenty (20) feet for a minimum length of forty (40) feet. This width is necessary to safely provide for entering and exiting traffic.
 - g. [d.] Common driveways shall meet the slope, sightlines and drainage standards of Section 7.9 and the driveway length standards of Section 7.11.
 - h. Common driveway improvements shall include the following street number signage:

1. Signage listing the approved street numbers of all dwellings served by a common driveway shall be erected at the intersection of a common driveway and a street. Signage details, including the location and nature of support posts, shall be included on subdivision plans. The subject sign shall not exceed two (2) square feet in size.
2. Signage listing the approved street number of an individual dwelling shall be erected at the intersection of a common driveway and individual driveway. Signage details, including the location and nature of support posts, shall be included on subdivision plans.
- i. Common driveways shall not be used for parking, storage or other uses that could act as an access impediment.
- j. [e.] Common driveways and all associated improvements, including signage, shall be considered the responsibility of a subdivider and shall be completed or bonded pursuant to Mansfield's regulatory requirements, prior to the filing of a subdivision on the Land Records.

e. **7.11 Driveway Length Standards**

To help ensure safe and appropriate access to a house site for all vehicles, including emergency vehicles, the following provisions shall apply for all driveways exceeding a length of three hundred (300) feet:

- a. The driveway shall have a minimum travel width of twelve (12) feet and minimum load-bearing shoulder widths of two (2) feet, except for certain common driveway improvements that require a twenty (20) foot minimum travel width. All driveway curves shall have a minimum inside radius of twenty-five (25) feet;
- b. Pull-off areas adjacent to the driveway shall be provided at average intervals of every three hundred (300) feet or as deemed necessary by the Commission due to slope, sightline or other site characteristics. Pull-offs shall have a minimum load-bearing length of forty (40) feet and minimum width of ten (10) feet;
- c. An adequately-sized, located and surfaced turnaround area that will accommodate a fire truck shall be provided. Unless the following distance requirements are waived by the Commission due to specific site characteristics, the turnaround area shall be no closer than seventy-five (75) feet from a house site and no further than two hundred (200) feet from a house site and the turnaround shall be at least thirty (30) feet in length with two (2) foot wide, load-bearing shoulders.

Explanatory Note: *The revisions to Sections 7.8 and 7.9 expand provisions designed to protect stone walls and any other historic feature on a subdivision site and clarify provisions designed to protect significant trees. The new provisions reference the potential use of conservation easements to protect historic features.*

The revisions to Sections 7.10 and 7.11 would allow, subject to specific criteria and a ¾ vote waiver, common driveways to serve four (4) or five (5) residential lots. This change is proposed to provide more flexibility in situations where environmental impacts will be significantly reduced, where traffic safety will be significantly enhanced and/or where increasing the number of homes served by a common driveway would promote subdivision design objectives as documented in the regulations. The revisions also incorporate additional width provisions, street number signage requirements and other requirements designed to enhance safety and help ensure safe emergency vehicle access.

6) In Section 8.7, incorporate the following revisions:

a. **Existing Street Improvements**

Whenever any subdivision is proposed for land fronting on or accessible only by a street or streets that do not meet the Town's current "Engineering Standards and Specifications" requirements as administered by the Mansfield Department of Public Works, and the Commission determines that approval of the subdivision plan would be contrary to the public safety unless such street or streets were altered or improved along the frontage of the proposed subdivision or beyond the limits of the proposed subdivision, the Commission [may disapprove] shall consider denial of such plan or [may condition] shall consider conditioning its approval upon completion of the improvements or alteration of such street or streets by and at the expense of the subdivider, or [may disapprove] shall consider the denial such plan until the Town Council has authorized expenditures for such improvements.

In [making the above determination] considering alternative actions, the Commission shall take into account the width and degree of improvement of the street and its ability to handle the increased volumes of traffic which will be generated by the proposed subdivision, the ability of school buses and emergency vehicles to travel the street safely, the drainage conditions of the street, pedestrian and bicycle safety and, [generally] the ability of any vehicle or person to use the street safely. Before taking action, the Commission shall consult with the Town Attorney or other qualified legal consultant with respect to statutory authority and case law pertaining to this issue.

Explanatory Note: *The revisions to Section 8.7 are designed to provide more flexibility in considering potential off-site improvements and to help ensure compliance with applicable statutory authority, as refined through Connecticut Case Law.*

7) In Section 9, incorporate the following revisions:

9.0 **Sidewalks/Bikeways/Trails**

[Sidewalks may be required by the Commission] Sidewalks, bikeways, trails and/or other improvements designed to encourage and enhance safe pedestrian and bicycle use shall be required, unless specifically waived by a three-quarter (3/4) vote of the entire Commission (7 votes), in all subdivisions within or proximate to Plan of Conservation and Development designated "Planned Development Areas" [commercial areas; in locations] proximate to schools, playgrounds, parks and other public facilities; [and in areas along] or proximate to existing or planned [Town-designated] walkway [or], bicycle or trail [priority] routes. In evaluating any waiver request, [determining the need for sidewalks,] the Commission shall consider the size and [review] the location of the proposed subdivision [and] its relationship to [commercial areas,] existing or planned development, school sites, playground areas and other public areas and the location and nature of existing or planned sidewalk, bikeway or trail improvements.

Explanatory Notes: *The revisions to Section 9 are designed to clarify and expand existing provisions regarding requirements for sidewalks, bikeways, trails and other improvements designed to encourage pedestrian and bicycle use. The proposed provisions require pedestrian oriented improvements, unless waived by a ¾ vote of the Planning and Zoning Commission,*

when a subdivision is within or proximate to planned development areas, schools, parks or other public facilities or existing or planned walkways, bikeways or trails.

8) Revise Section 13.8, incorporate the following revisions:

13.8 Site Improvements

- a. In addition to the access requirements of Section 13.7, the Commission shall have the right to require a subdivider to include, as part of subdivider responsible improvements, park and/or hiking trail improvements, including, as appropriate, clearing, grading, drainage, base preparation, surfacing and re-stabilization of all disturbed areas. [make site improvements such as clearing, grading, drainage, seeding and parking areas where active park, playground or hiking trail uses are deemed appropriate.] [The] All referral reports shall be considered in determining whether site improvements are appropriate. The degree of site improvement required shall be directly associated with the number of proposed lots within the subject subdivision. For example, a graded and seeded multi-purpose playground field may be a suitable requirement for a larger subdivision of twenty (20) or more lots and/or trail improvements may be required to link a subdivision site to adjacent parks and trail systems or to otherwise enhance access to existing or proposed open space areas. In situations where site improvements are required, the site work shall be depicted and fully documented on final subdivision plans and the site work shall be completed or fully bonded to the Commission's satisfaction before final maps are signed and filed on the Land Records.

In situations where trail improvements are deemed appropriate, the degree and nature of clearing, base preparation, drainage and surface improvements shall be determined taking into account the size and location of the subdivision and site and neighborhood characteristics. Where required, trails shall have a minimum width of five (5) feet and shall have an appropriate base, surface and drainage to allow year round use. Stone dust surfacing may be required and all wetland or watercourse crossings shall utilize cedar or pressure treated wood or other materials acceptable to the Commission. Trail marking and access signage also can be required.

- b. With the exception of site work that may be required by the provisions of Sections 13.7 and 13.8a or agricultural activities approved by the Commission, all land dedicated as open space or park land shall be left in its natural state by the subdivider and shall not be graded, cleared or used as a repository for stumps, rocks, brush, soil, building materials or debris.

Explanatory Note: This proposed revision clarifies and expands existing provisions regarding the Planning and Zoning Commission's authority to require site improvements in association with subdivision open space dedications. In particular, the new provisions focus on trail improvements and associated construction requirements.

9) In Section 14, incorporate the following revisions:

- a. Revise the Title of this Section from "Bonding" to "Completion of Improvements/Bonding/As Built-Plans"

b. [14.1 Completion

The Commission may, with the advice of the Department of Public Works, prescribe the extent to which and the manner in which the streets shall be graded and improved and public improvements and utilities and services provided in connection with any subdivision plan, and may require that all or a specified portion of such work and installations be completed prior to the final approval of the plan. As provided in other provisions of these regulations, the Commission also may require driveway, drainage and other site work to be completed by the subdivider or bonded prior to the filing of the subdivision on the Land Records.]

14.1 Completion of Improvements

Pursuant to other provisions of these regulations, subdividers shall be responsible for completing and bonding subdivision improvements, including approved streets, common driveways, sidewalks, trails and parking improvements, drainage and site work improvements. These subdivision improvements shall be completed and/or bonded prior to the filing of the subdivision plans on the Land Records. The Commission, with the advice of the Town's Planning and Engineering staff, may prescribe the extent to which and the manner in which subdivision improvements are completed and associated utilities are provided.

For all subdivision lots that are dependent on new streets for access, the following specific completion provisions shall be met:

No Zoning Permit shall be issued for new dwellings until the roadway binder course and all associated drainage and grading have been completed to the satisfaction of the Town Engineer, or his designated agent, and the Fire Marshal and until the new subdivision road has been fully bonded for completion pursuant to Mansfield's regulatory provisions.

Unless specifically authorized by the Commission, no Zoning Certificate of Compliance shall be issued for new dwellings unless the roadway and all associated drainage, signage, site stabilization and lot monumentation has been completed and accepted by the Town.

Explanatory Note: The proposed revisions to Section 14, clarify existing provisions regarding the completion of subdivision improvements. For subdivision lots dependent on new streets for access, the revisions incorporates new provisions that link Zoning Permits for new houses to the completion of a roadway binder course and associated site work and Certificates of Compliance for completed houses to the completion of roadway drainage, signage, monumentation and site stabilization work.

PAGE
BREAK

TOWN OF MANSFIELD & MANSFIELD BOARD OF EDUCATION



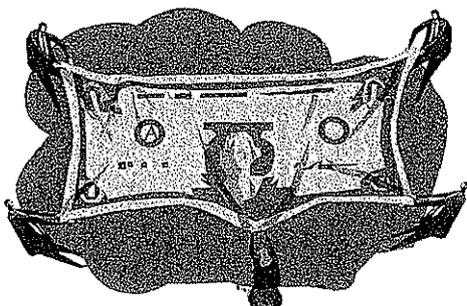
Citizen's Budget Guide—2011 Edition

Item #8

BUDGET PROCESS

Each year the Town prepares an operating budget and capital improvement program. The Town budgets for its anticipated program revenues and expenditures needed to provide services such as Pre K-12 education, fire and police protection, snow plowing, and a public library. Per state law, the Town operates on a July 1—June 30 fiscal year. Most of the key dates in the budget process occur in late winter and early spring. Electors and citizens are encouraged to actively participate in the budget process by attending budget workshops, public information sessions and hearings, and voting at the annual town meeting.

- December** Staff develops base budgets and prepares revenue projections.
- January** Town Manager and Finance Director meet with departments to discuss and analyze base budget requests.
- February** Town Manager reviews budget requests, establishes priorities, and recommends budget allocations.
- March** Town Manager presents a proposed budget to the Town Council.
- April** Town Council budget workshops, public information sessions, and public hearing held. Town Council adoption of budget.
- May** Annual Town Meeting, adoption of budget by electors.



GENERAL FUND

What is the General Fund?

The General Fund provides for general purpose government services. In other words, the General Fund finances the regular day-to-day operations of the Town.

What types of activities does the General Fund provide for?

Examples of what the General Fund provides for are services such as education, public safety, streets maintenance, library services, senior services and general administration.

Where does the money for the General Fund come from?

The money that funds the General Fund comes from a wide variety of sources. The primary sources of revenue are: local property taxes and related items (57.2 %), payment in lieu of taxes (PILOT) funding (16.6%) from the state, and the Education Cost Sharing Grant (ECS) (23.1%) from the state. Other sources include inspection fees, fines, grants, licenses, permits and other revenue.

Where Does the Money Go?

General Fund Expenditures by Service Area FY 2010/2011 (Current Operating Budget)

Mansfield Board of Education	\$20,588,160
Region 19 Contribution	\$ 9,924,230
Public Safety	\$ 2,780,310
Government Operations (inc. energy)	\$ 2,274,415
Public Works	\$ 1,920,830
Community Services	\$ 1,547,510
Community Development	\$ 484,310
Other/Town-Wide (benefits, etc.)	\$ 4,106,520
TOTAL:	\$43,626,285

UNDERSTANDING YOUR TAX CALCULATION

What is a mill rate?

The mill rate is used to calculate the amount of taxes a property owner pays to the Town. The Town of Mansfield established a mill rate of 25.71 mills for Fiscal Year 2010/2011. One mill produces one dollar for each \$1,000 of property value. In other words, a property owner will pay \$25.71 in property taxes for every \$1,000 of "assessed" value.

How are my taxes calculated?

In Connecticut, your property taxes are calculated based on 70% of your home's current market value, or its "assessed" value. For example, the median single family home price in Mansfield is \$240,500. The assessed value of a \$240,500 home is \$168,350. Your current fiscal year tax bill is calculated as follows:

$$\text{(Assessed Value} \times \text{Mill Rate)} / 1000 = \text{Amount Due in Taxes}$$

Using the example of a home valued at the median single family home price in Mansfield, a typical single family homeowner would pay as follows this fiscal year:

$$(\$168,350 \times 25.71) / 1000 = \$4,328$$

Property taxes are often perceived as a regressive means of taxation. Due to statutory limitations, the Town has a nearly impossible task of diversifying its revenue base in such a way that would create a more progressive tax structure.

PROPERTY TAX RELIEF

I need help paying my taxes. Where do I go for help?

Mansfield offers some property tax abatement programs. Taxpayers that may be eligible for property tax relief include veterans, seniors, disabled persons, and farm owners. Information about tax abatement programs in Mansfield, including eligibility requirements can be obtained by contacting our Assessor's Office at 860-429-3311, our Human Services Department at 860-429-3315 or on the web at www.mansfieldct.gov.

CAPITAL IMPROVEMENT PROGRAM

What's a capital improvement project?

It is construction, renovation or physical improve-

BUDGET VIEWING LOCATIONS

**Mansfield Public Library
Mansfield Community Center
Mansfield Senior Center
Mansfield Town Clerk's Office
www.mansfieldct.gov**

Proposed budgets will be available in late March and may be viewed during normal business hours at noted public locations.

ments, or equipment costing more than \$5,000.

What's a capital improvement plan?

Annually, the Town prepares and revises a five year plan for all capital projects. The plan accounts for anticipated revenues and expenditures that will be used to fund capital projects.

Where does the revenue come from to fund capital projects?

A variety of revenue sources are used such as monies from the General Fund, grants, lease-purchase options, and bond issues.

What's the Capital and Nonrecurring (CNR) Fund?

The CNR Fund is primarily used for conducting transfers to other funds. It has typically been used to fund capital projects and one time expenditures.

What are some examples of our current capital projects?

Examples of some current year capital projects include bridge improvements, street resurfacing, replacement of a dump truck and the Council Chambers media upgrade.

DEBT MANAGEMENT

Just like citizens often borrow money for large purchases such as homes and vehicles, so do towns. Towns often borrow money for large purchases with useful lives exceeding 15 years. Money is usually borrowed by issuing bonds or acquiring equipment through lease-purchase options. Mansfield has, for example, issued bonds to pay for renovations to the Public Library and to the elementary and middle schools.

Mansfield's debt is significantly less than its legally allowable limits for debt. In fact, Mansfield has one

of the lowest debt per capita rates in the state; in 2009 Mansfield ranked 155 out of 169 towns at \$487 per person (source: CT Office of Policy and Management, Municipal Indicators).

What is debt service?

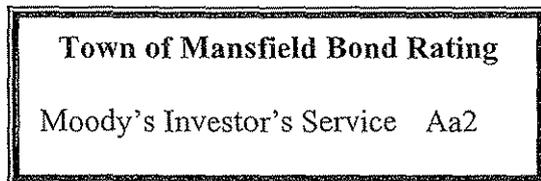
Debt service provides for the payment of debt related expenses.

Why is it in the Town's interest to have a favorable bond rating?

Better bond ratings mean that the Town's bonds are considered to be a good investment. Good bond ratings are also evidence that the Town is financially healthy. A bond rating is the primary factor in determining the interest rate that the Town needs to pay on debt. The better the bond rating, the more likely it becomes that the Town will pay lower interest rates on debt.

Does the Town have a favorable bond rating?

Both Standard and Poor's and Moody's have given Mansfield very favorable bond ratings.



FUND BALANCE

What is a fund balance?

A fund balance is the excess of revenues over expenditures for a fund. A fund balance protects the Town against catastrophic revenue losses and major emergency expenditures. Examples include severe economic downturns and extreme weather conditions such as hurricanes and other natural disasters.

How much needs to be in the General Fund balance for the Town to be considered financially healthy?

A healthy fund balance contributes to the Town's favorable bond ratings. Bond rating agencies advise that the General Fund reserve be kept to at least 5 to 10% of the total general fund revenues. Additionally, Mansfield has a fund balance policy goal of maintaining the undesignated fund balance at 5% of the general fund operating budget. In recent years, fund balance has slightly dipped below the 5% goal and policy makers and leaders are working to improve the fund balance.

ANNUAL TOWN MEETING

Each year the voters in Mansfield have an opportunity to vote to approve or reject the Town Council's proposed budget for the Town. The Mansfield Board of Education budget is also included in the proposed budget presented to the electors.

When is the Town Meeting held?

The Town Meeting will be held on May 10, 2011 at 7:00pm at the Mansfield Middle School Auditorium. For the Town Meeting, the Town's Human Services Office makes childcare, hearing impairment, and transportation accommodations (elderly and disabled) for citizens upon request. More information about these programs is published in the spring.

Who may vote at the Town Meeting?

Any person who is registered to vote and any citizen of the United States over the age of 18 who owns property (motor vehicle or land) in Mansfield valued at \$1,000 or more may vote at the Town meeting. Citizens can register to vote by contacting the Registrars of Voters, Andrea Epling and Bev Miela at 429-3368.

How do I vote on the budget at the Town Meeting?

Electors have the ability to vote to accept, increase or decrease program expenditures. General Fund programs are defined as cost centers within functions of government i.e. Mansfield Board of Education, Town Clerk, Road Services, Senior Services. Capital Fund programs are defined by the major functions of government i.e. General Government, Public Safety, Public Works, Facilities Management and Community Services. Capital & Nonrecurring Fund programs are defined by the recipient of the fund transfer i.e. debt service fund, property revaluation fund. Mansfield utilizes program based budgeting so programs are clearly presented in the materials for the Town Meeting.

MANSFIELD BOARD OF EDUCATION BUDGET PROCESS

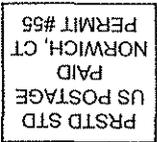
Mansfield Board of Education (MBOE) provides for education of Mansfield students in grades PreK-8. MBOE has its own elected board of officials. In the fall, the Superintendent begins to prepare his proposed budget to the Board. The Superintendent's budget is submitted to the Board in January. After a series of meetings in the winter, the Board adopts a proposed budget that is then submitted to the Town Council for its consideration. Council has the ability

to increase or decrease the MBOE budget as a whole; it cannot be increased or decreased by program or line item. The MBOE budget is then submitted with Council's proposed budget to the electors at the annual Town Meeting. Voters have the legal ability to approve, increase or decrease the MBOE budget as a whole.

REGION 19 BUDGET PROCESS

Regional School District 19 provides for education of Mansfield-Ashford-Willington students in grades 9-12. As a regional school district, Region 19 is a separate entity from the Town of Mansfield, with its own elected board of officials. Consequently, the Region's budget process and adopted budget are out-

side of the Town's legal control. The Superintendent submits his proposed budget to the Region Board during the winter. After a series of budget workshops, the Region 19 Board adopts a proposed budget that is then submitted to the voters of its three member towns. Registered voters in Mansfield-Ashford-Willington have an opportunity to vote on the Region's budget at a referendum held on May 3, 2011. Once the voters have approved a budget for the Region, Mansfield then has a legal obligation to appropriate funds for its proportionate share of the Region's budget. By state law, Mansfield's proportionate share is determined by the number of Mansfield students enrolled in classes at the Region.



Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

BUDGET DATES TO REMEMBER

Budget Review

- Mansfield Board of Ed.
 - ◆ Goodwin School January 20
 - ◆ Middle School January 27
 - ◆ Vinton School February 3
 - ◆ Southeast School February 10
- Town Council March 23 - April 22*

Public Information Session #1 March 31, 2011, 7:00pm
Council Chambers

Public Hearing April 11, 2011, 7:30pm
Council Chambers

*Workshop dates will be posted on www.mansfieldct.gov

Council Adoption of Budget Anticipated for week of
April 18th, 2011

Public Information Session #2 April 28, 2011, 7:00pm
Council Chambers

Region 19 Budget Referendum May 3, 2011
6:00am - 8:00pm

Annual Town Meeting May 10, 2011, 7:00pm
Mansfield Middle School

**Dates and times subject to revision.
Check www.mansfieldct.gov for updates & other
meeting information.**

TC C

Connecticut Water Company
93 West Main Street
Clinton, CT 06413-1600



Office: 860.669.8636
Fax: 860.669.9326
Customer Service: 800.286.5700

Item #9

December 2, 2010

Mr. Matthew Hart
Town Manager
Audrey P Beck Municipal Building
4 South Eagleville Rd
Mansfield, CT 06268

Mr. Hart:

The attached notice is being mailed to customers of Connecticut Water Company's Rolling Hills water system at the Jensens Rolling Hills Community. The notice informs customers that the Total Coliform water quality issue they were informed of last August has been resolved and that the system is in full compliance with drinking water standards. Further, the notice informs them that a permanent chlorination system has been installed and placed into service to provide consistent disinfection of the water system.

If you have any questions please contact Robert Wittenzellner at (860) 664-6211.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel J. Meaney".

Daniel J. Meaney, APR
Director of Corporate Communications
(860) 669-8630 x3016
dmeaney@ctwater.com

Enclosure

Cc: Robert Wittenzellner
Kevin Walsh



IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Connecticut Water Company's Rolling Hills Water System is in full compliance with drinking water quality standards since chlorine was introduced to the water supply.

The Rolling Hills water system supplies Connecticut Water Company's customers at the Rolling Hills community in Mansfield.

Connecticut Water is pleased to inform you that the Rolling Hills water system is in full compliance with all drinking water quality standards. You may recall that on August 23, 2010, Connecticut Water had notified you that coliform bacteria had been detected during routine water quality sampling during the month of July. We also indicated in the notice that we would be temporarily adding chlorine to the water supply to disinfect the water supply. In August we began adding chlorine to the water supply, and since then the Rolling Hills water system has been in full compliance with all drinking water standards, including standards for coliform bacteria.

Further, we are pleased to inform you that a permanent chlorination system has been constructed and was placed in service on December 1st to provide consistent chlorination of the water supply.

Connecticut Water will continue to test water quality in the Rolling Hills System and will closely monitor the level of chlorine present in the water to protect the water supply from bacterial contamination.

If you have any questions, please call Robert Wittenzellner, at (860) 450-1424, ext. 3525, or toll-free 1-800-428-3985, ext. 3525.

Please share this information with everyone who drinks this water, especially those who may not receive this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or by distributing copies by hand or mail.

This notice is being sent to you by Connecticut Water Company's Rolling Hills water system

Connecticut Water System ID# CT0780141

Date Distributed: December 3, 2010



The Northeast Utilities System

TC C

107 Selden Street, Berlin, CT 06037

Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000

December 3, 2010

Item # 10

Kimberley J. Santopietro
Executive Secretary
Department of Public Utility Control
Ten Franklin Square
New Britain, CT 06051

Re: Docket No. 10-12-xx - Notice of Intent to File Amended Rate Schedules by
Yankee Gas Services Company

Dear Ms. Santopietro:

In accordance with Sections 16-19, 16-19b and 16-19e of the General Statutes, and R.C.S.A. Sections 16-1-22(b) and 16-1-53a, and Section 1.0 of the Department of Public Utility Control's ("Department") Standard Filing Requirements ("SFRs"), Yankee Gas Services Company ("Yankee" or the "Company") hereby provides notice of its intention to file on or about January 7, 2011 amended rate schedules proposing an increase in its distribution service rates.

Yankee's application will propose a two-year rate plan with new rates effective July 1, 2011 and July 1, 2012. The first year distribution increase¹ of approximately \$32.8 million will result in an increase of 7.3 percent above revenues collected from Yankee's current total rates. The second year increase of approximately \$13.0 million will result in an incremental increase of 2.8 percent. The final bill impact will depend upon the rate design ultimately approved by the Department.

Yankee's need for rate relief is primarily driven by new investment, including increased capital expenditures to expand replacement of cast iron and bare steel segments of the distribution system, the completion of its Waterbury to Wallingford Line Project (the "WWL Project"), and Yankee's deteriorating return to its shareholders, as evidenced in its quarterly earnings filings with the Department.

Yankee fully understands that the financial environment of the past few years has been challenging for Connecticut and our customers, and the Company has not been immune from the trying economic environment. We have worked hard to keep our own costs down through careful control of spending, including aggressive management of health care costs, closely managed staffing levels and replacement of employees, and undertaking efforts to reduce uncollectibles. The elimination of salary increases for officers, directors, and managers in 2009 also was a component of our cost control efforts. However, even during difficult economic

¹ Distribution increases include gross earnings tax and related uncollectible impacts.

times, the Company must continue to meet both the current and future needs of its customers. Yankee's two-year rate plan will provide adequate funding to maintain and operate its distribution system in order to continue to provide safe and reliable gas distribution service to the Company's approximately 200,000 customers, deliver good customer service, and allow its investors to earn a fair return.

In addition to increased costs for day to day operations, Yankee is requesting to accelerate the replacement of cast iron/bare steel pipeline, which will improve the reliability and the safety of the Company's distribution system. This acceleration is in line with federal Distribution Integrity Management requirements. Yankee is also seeking to recover the costs for its investment in the WWL Project, which includes the addition of a 4th vaporizer at its LNG facility in Waterbury and the construction of a 16-mile distribution line between Waterbury and Wallingford. The WWL Project provides the Company with incremental peak day gas supply, solves a distribution constraint in Cheshire (allowing Yankee to improve reliability and add new customers in that region), and enables the Company to retire its aging, obsolete fleet of propane plants at a cost that is less than Yankee's other alternatives.

For the twelve months ended September 30, 2010, Yankee's earned average return on equity ("ROE") was only 6.63 percent. This figure is far below the Company's allowed ROE of 10.1 percent, which was authorized in its last rate case. Further, for the last nine quarters, Yankee has failed to earn its allowed ROE. Without rate relief, the Company's projected ROE is projected to continue to decline. Approval of the Company's rate plan will provide Yankee's shareholders the opportunity to earn a fair and reasonable return on their investments.

For the foregoing reasons, Yankee is providing this notice of its intention to file amended rate schedules on or about January 7, 2011. This filing will support in detail the Company's request for new distribution rates.

Yankee is providing copies of this notice today by mail or personal delivery to the Governor of the State of Connecticut, the Chief Executive Officers of every municipality located within Yankee's franchise area and the Office of Consumer Counsel. In addition, as required by R.C.S.A. §16-1-22(b), §16-1-53a and by Paragraph 1.0 of Chapter 1 of the Department's Standard Filing Requirements for Large Public Utility Companies, the Company notes the following:

1. The approximate dollar amount of the requested change in revenues, consistent with SFRs and applicable law, is \$32.8 million for the twelve-month rate year ending June 30, 2012. This represents an increase of approximately 7.3 percent over currently authorized rate levels in the total bill. Yankee proposes that new rates take effect on July 1, 2011. With respect to the second rate year commencing on July 1, 2012 the approximate dollar amount of the requested change in revenues is \$13.0 million, which will represent an additional incremental total bill increase of approximately 2.8 percent.

2. The increases in the distribution component of rates will result in major changes to various subcomponents of Yankee's rates (e.g., customer and demand charges). The exact

nature of these major changes will ultimately depend upon the nature of the allocations that the Department determines in this and other related proceedings.

3. The service area to be included in the application is as shown on Exhibit 1.

4. A list of the municipalities included in the application and the names and addresses of the municipal executives and legislative authorities to whom this notice was sent is shown on Exhibit 2.

5. The test year for this application is the twelve-month period ending June 30, 2010, and the date certain (last day of test year) is June 30, 2010.

Respectfully submitted,

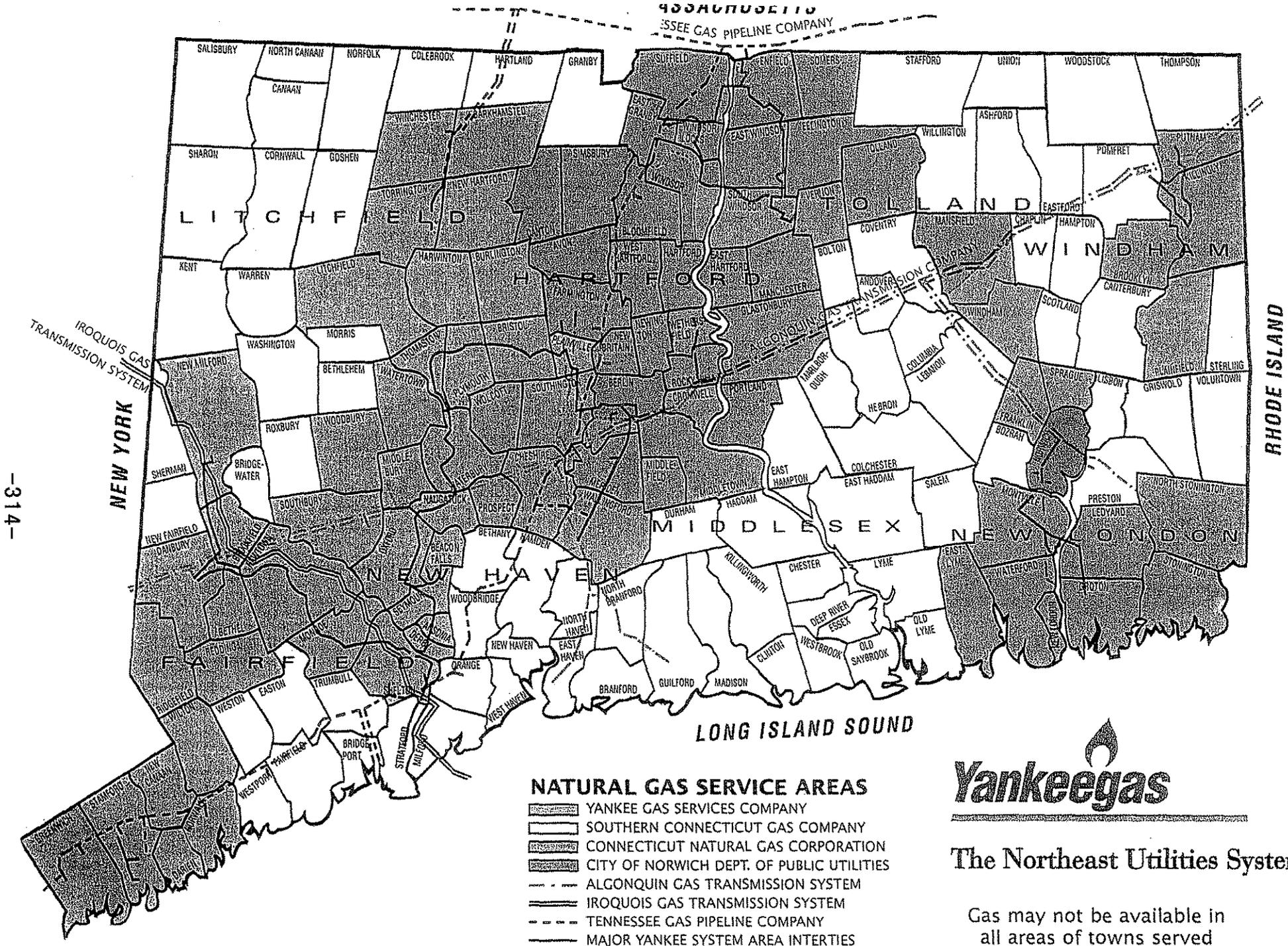
YANKEE GAS SERVICES COMPANY

BY:



Lisa J. Thibdaue
Vice President – Rates and Regulatory

cc: Governor of the State of Connecticut
Chief Executive Officers of CT Municipalities
Office of Consumer Counsel



The Northeast Utilities System

Gas may not be available in all areas of towns served

Mayor
253 Main St.
Ansonia, CT 06401

First Selectman
Rte. 318, Box 185, Pleasant Valley
Barkhamsted, CT 06063

First Selectman
10 Maple Ave.
Beacon Falls, CT 06403

First Selectman
5 Library Place
Bethel, CT 06801

Mayor
111 North Main St.
Bristol, CT 06010

First Selectman
Brookfield Municipal Center
Pocono Road P.O. Box 5106
Brookfield, CT 06804

First Selectman
4 Wolf Den Road
Brooklyn, CT 06234

First Selectman
200 Spielman Highway
Burlington, CT 06013

Town Council- Chm. & Mayor
84 South Main St.
Cheshire, CT 06410

First Selectman
41 West St.
Cromwell, CT 06416

Mayor
155 Deer Hill Ave.
Danbury, CT 06810

First Selectman
2 Renshaw Road
Darien, CT 06820

Mayor
35 Fifth St.
Derby, CT 06418

First Selectman
9 Center St.
East Granby, CT 06026

First Selectman
Town of East Lyme
P. O. Box 519
Niantic, CT 06357

First Selectman - East Windsor
P.O. Box 389
11 Rye Street
Broad Brook, CT 06016

First Selectman
55 Main St.
Ellington, CT 06029

Town Council - Deputy Mayor
820 Enfield Rd.
Enfield, CT 06082

First Selectman
7 Meetinghouse Hill Road
Franklin, CT 06254

Mayor
Municipal Building
295 Meridian
Groton, CT 06340

First Selectman
100 Bentley Drive
Harwinton, CT 06791

Town Manager of Killingly
172 Main St.
Danielson, CT 06239

Mayor
741 Colonel Ledyard Hwy.
Ledyard, CT 06339

First Selectman
P. O. Box 488
Litchfield, CT 06759

Town Council- Mayor
Four S Eagleville Rd.
Mansfield, CT 06250

Mayor
142 East Main St.
Meriden, CT 06450

First Selectman
1212 Whittemore Rd.
Middlebury, CT 06762

electman
500 Jackson Hill Rd.
Middlefield, CT 06455

Mayor
Middletown Municipal Building
DeKoven Drive
Middletown, CT 06457

First Selectman
7 Fan Hill Road
Monroe, CT 06468

Mayor
10 Norwich-New London Tpke.
Middletown, CT 06353

Mayor
229 Church St.
Naugatuck, CT 06770

First Selectman
77 Main St.
New Canaan, CT 06840

First Selectman
30 Main St.
New Hartford, CT 06057

City Council- Mayor
181 State St.
New London, CT 06320

Mayor
10 Main St.
New Milford, CT 06776

First Selectman
15 Main St.
Newtown, CT 06470

First Selectman
Main St. Town Hall
N. Stonington, CT 06359

Mayor
125 East Ave.
Norwalk, CT 06856

First Selectman
486 Oxford Rd.
Oxford, CT 06478

First Selectman
8 Community Ave.
Plainfield, CT 06374

Town Manager
Municipal Center
1 Central Square
Plainville, CT 06062

Mayor of Plymouth
80 Main St.
Terryville, CT 06786

First Selectman
Town of Pomfret
5 Haven Road
Pomfret Center, CT 06259

Mayor
Prospect
36 Center Street
Prospect, CT 06712

Mayor
126 Church St.
Putnam, CT 06260

First Selectman
P. O. Box 1028
Redding, CT 06875

First Selectman
400 Main St.
Ridgefield, CT 06877

First Selectman
Town Hall 1 First
Seymour, CT 06483

Mayor
54 Hill St.
Shelton, CT 06484

First Selectman
600 Main St.
Somers, CT 06071

Town Council- Mayor
1540 Sullivan Ave.
South Windsor, CT 06074

First Selectman
501 Main St.
Southbury, CT 06488

Town Manager
75 Main St.
Southington, CT 06489

First Selectman of Sprague
P.O. Box 162
Ballic, CT 06330

Mayor
Stamford Government Center
888 Washington Blvd.
P.O. Box 10152
Stamford, CT 06904-2152

First Selectman
152 Elm St.
Stonington, CT 06378

Selectman
33 Mountain Rd.
Suffield, CT 06078

First Selectman
158 Main St.
Thomaston, CT 06787

Town Manager
21 Tolland Green
Tolland, CT 06084-3000

Mayor
140 Main St.
Torrington, CT 06790

Mayor
14 Park Place
Vernon, CT 06066

Mayor
45 South Main St.
Wallingford, CT 06492

Mayor
236 Grand Street
Waterbury, CT 06702

First Selectman
15 Rope Ferry Road
Waterford, CT 06385

Town Manager
424 Main St. Town Hall Annex
Watertown, CT 06795

First Selectman
238 Danbury Road
Wilton, CT 06897

First Selectman
338 Main St.
Winchester, CT 06098

First Selectman of Windham
979 Main St.
Willimantic, CT 06226

First Selectman
50 Church St.
Windsor Locks, CT 06096

Mayor
10 Kenea Ave.
Wolcott, CT 06716

First Selectman
P. O. Box 369
Woodbury, CT 06798

The Honorable M. Jodi Rell
Governor
210 Capitol Avenue
Hartford, CT 06106

Richard Blumenthal
Attorney General
55 Elm Street
Hartford, CT 06106

President Pro Tempore of the Senate
Legislative Office Building
Hartford, CT 06101

Speaker of the House of Representatives
Legislative Office Building
Room 4100
Hartford, CT 06101

Chairman
Energy and Public Utilities Committee
State Capitol
Hartford, CT 06106

**PAGE
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Regional Workshops on Cross-Acceptance Process

The Office of Policy and Management (OPM), in cooperation with Regional Planning Organizations (RPOs), is conducting a series of workshops across the state to seek input from local stakeholders on a new process for the revision, adoption, amendment, and implementation of the Conservation and Development Polices Plan for Connecticut (State C&D Plan).

Public Act 10-138 requires OPM to submit a draft of such process to the Continuing Legislative Committee on State Planning and Development (Continuing Committee) by January 5, 2011, and must consider as a guideline New Jersey's 2004 Cross-Acceptance Manual. "Cross-acceptance" is defined as "a process by which planning policies of different levels of government are compared and differences between such policies are reconciled with the purpose of attaining compatibility between local, regional and state plans." Specifically, the new process must incorporate:

1. Public outreach and the solicitation of public opinion on a preliminary state plan;
2. Comparison of a preliminary state plan with regional and local plans;
3. Negotiation of the preliminary state plan with the purpose of obtaining consistency between local, regional and state plans;
4. Production of a written statement specifying areas of agreement and disagreement and areas requiring modification by parties to the negotiation; and
5. Drafting and reviewing of a final state plan.

OPM intends to utilize this new process to meet its reporting requirements under Public Act 10-138 which include:

1. September 1, 2011 – Submit an initial draft of the 2013-2018 State C&D Plan to the Continuing Committee for their review and comment;
2. March 1, 2012 – Publish a revised draft 2013-2018 State C&D Plan and conduct public hearings over the next five months; and
3. December 1, 2012 – Submit OPM's recommended draft State C&D Plan to the Continuing Committee. The Continuing Committee must conduct a public hearing on the draft plan within 45 days of the start of the 2013 legislative session, and submit its recommendation to the full General Assembly for its consideration of adoption.

As an initial step in this process, OPM commissioned a survey of municipalities in September 2010 to get a better understanding of the range of municipal planning capabilities. The survey indicated, among other things, that workshops convened by RPOs were the preferred method of outreach. OPM has created a State C&D Plan webpage to keep stakeholders informed throughout this process.

Developing a New Process for Updating the Conservation & Development Policies Plan for Connecticut (C&D Plan)

Workshop sponsored by WINCOG and
the Office of Policy & Management

11.29.2010

State C&D Plan Overview

- CGS Sec. 16a-24 – 16a-35h; 5-yr. revision cycle
- Mandatory consistency for state-sponsored actions; Advisory to municipalities and RPOs
- Incentive-based approach to encourage local land use decisions that are consistent with C&D Plan policies
- C&D Plan comprises policies contained in both the Plan text and the Locational Guide Map
- Statutory interim change process designed to address modifications between 5-yr revisions
- Current plan adopted by General Assembly in 2005

New C&D Plan Requirements

- PA 05-205
 - "Priority Funding Areas"
 - "Corridor Management Areas"
 - "Growth-Related Projects"
 - "Funding" – Defined as any form of assurance, guarantee, grant payment, credit, tax credit or other assistance, including a loan, loan guarantee, or reduction in the principal obligation of or rate of interest payable on a loan or a portion of a loan
 - Enhanced consistency among state, regional and municipal POCDs through six Growth Management Principles

New C&D Plan Requirements (cont.)

- PA 08-182
 - For each policy in the C&D Plan, (A) assign a priority; (B) estimate funding for implementation and identify potential funding sources; (C) identify each entity responsible for implementation; and (D) establish a schedule for implementation
 - For each Growth Management Principle, determine three benchmarks to measure progress in implementation of the principles, one of which shall be a financial benchmark

New C&D Plan Requirements (cont.)

- PA 09-230
 - Defines "Principles of Smart Growth"
 - Delays C&D Plan by 2 years, from 2010 to 2012
 - Requires Continuing Committee to study and report on process for updating C&D Plan and incorporating Principles of Smart Growth
- PA 10-138
 - Delays C&D Plan by one additional year, to 2013
 - Relieves municipal planning commissions from obligation to prepare a 10-year update to the local POCD between July 1, 2010 and June 30, 2013 and suspends the disqualification provision regarding discretionary state funding until July 1, 2014
 - Requires OPM to develop a "cross-acceptance" process

2013-2018 C&D Plan Timeline

- January 2011 – OPM recommends a process for "Cross-Acceptance" to the Continuing Legislative Committee on State Planning and Development
- September 2011 – OPM submits an initial draft plan to the Continuing Committee
- March 2012 – OPM publishes a "public" draft plan based on feedback from the Continuing Committee
- March – August 2012 – OPM conducts public hearings in cooperation with RPOs

2013-2018 C&D Plan Timeline (cont.)

- **December 2012** – OPM submits its recommended Draft C&D Plan to Continuing Committee for consideration
- **2013 Legislative Session** - Continuing Committee holds a public hearing on Draft C&D Plan, prior to making its own recommendation to the General Assembly for approval or disapproval

Cross-Acceptance Process

- PA 10-138 defines cross-acceptance as “a process by which planning policies of different levels of government are compared and differences between such policies are reconciled with the purpose of attaining compatibility between local, regional and state plans”
- OPM is directed to consider as a guideline the New Jersey Cross-Acceptance Manual when it develops a new process for revising the C&D Plan

Cross-Acceptance Process (cont.)

PA 10-138 requires the new process to incorporate:

- 1) public outreach and the solicitation of public opinion on a preliminary state plan;
- 2) the comparison of a preliminary state plan with regional and local plans;
- 3) the negotiation of the preliminary state plan with the purpose of obtaining consistency between local, regional and state plans;
- 4) the production of a written statement specifying areas of agreement and disagreement and areas requiring modification by parties to the negotiation; and
- 5) the drafting and reviewing of a final state plan.

Public Outreach

- In NJ, each “negotiating entity” (typically a county planning board) is responsible for developing a public participation plan. How should CT conduct its public outreach in order to facilitate a bottom-up approach to developing the next C&D Plan?
- Who is the target audience?
- Based on the C&D Plan timeline, when should public outreach begin?

Comparing Plans

- In NJ, "negotiating entities" are responsible for comparing local, county and regional plans and preparing a report with recommendations on statewide planning objectives for the State Plan. Given CT's home rule authority, how should municipalities and RPOs coordinate their review and comments on the C&D Plan relative to their own plans?
- If a municipality elects to delay its POCD between 7/1/10 and 6/30/13, how might this impact the plan comparison process?
- Since consistency with the C&D Plan is only mandatory for certain state agency actions (it is advisory to regional and local POCDs), what are the pros/cons of plan comparison?
- How critical is uniform data sharing (particularly GIS data) in facilitating the effective comparison among different levels of plans?

Negotiating Plans

- In NJ, "negotiating entities" compare local plans and policies with the Preliminary State Plan and negotiate with the State Planning Commission's negotiating committee to reconcile differences between plans. What local or regional entities in CT should be authorized to negotiate on the C&D Plan?
- Since CT does not have a State Planning Commission, to whom should the negotiating entity report on the C&D Plan?
- When should the negotiating process begin?
- Given the C&D Plan timeline, how much time might be required for local approvals?

Written Statements

- In NJ, the negotiating process is designed to result in a written statement specifying areas of agreement or disagreement and areas requiring modification by parties to the negotiations. In CT, should such a statement identifying specific areas of disagreement be a prerequisite for filing a municipal interim change application?
- CT statutes also allow private property owners to apply for interim changes to the C&D Plan. Should the property owner be required to go through a cross-acceptance process at the local/regional level before the application is acted on by the Continuing Legislative Committee on State Planning and Development?

Plan Adoption

- In NJ, the State Planning Commission considers the draft Final State Plan for adoption within 60 days of the last public hearing. In CT, OPM produces a recommended draft C&D Plan, based on input from regional public hearings, and submits for legislative approval. How can the Continuing Committee's required public hearing on the C&D Plan be incorporated into the formal cross-acceptance process?
- In NJ, each negotiating entity is eligible for a state grant to help facilitate the comparison and negotiation of their planning policies. Can cross-acceptance in CT be accomplished within the existing resources of municipal, regional and state agencies?

Municipal Planning Survey Results

- 1) Number of Municipalities participating in survey: 104

Comment: This equates to a 61% response rate among Connecticut municipalities.

- 2) Date that Municipal Plan of Conservation and Development was last adopted:
- 2010 16
 - 2005-2009 44
 - 2000-2004 40
 - 1990-1999 4

Comment: Section 5 of PA 10-138 relieves municipal planning commissions from the obligation of having to prepare a municipal plan between July 1, 2010 and June 30, 2013, and also suspends the disqualification provision regarding discretionary state funding until July 1, 2014. This is expected to result in a large number of municipal plan updates being deferred during this period. As a result, the next State C&D Plan revision may need to rely on information from municipal plans that are greater than 10 years old. Furthermore, municipalities that expect to contract for professional planning services should consider the potential for supply/demand constraints among planning consultants, if the majority of affected municipalities decides to defer their plan updates.

- 3) Which of the following had primary responsibility for the preparation of your current municipal Plan?
- Planning and Zoning Commission 58
 - Planning Commission 15
 - City/Town Planner 11
 - Regional Planning Organization (RPO) 2
 - Ad Hoc Committee 11
 - Other 7
- 4) Which of the following best describes your municipality's Geographic Information System (GIS) capacity?
- In-house staff handles all of our GIS needs 30
 - Rely on the RPO for GIS services 17
 - Rely on a private consultant for GIS services 21
 - Do not have any GIS capacity 11
 - Other 25

Comment: A large number of responders chose "Other" because they use some combination of private consultant GIS services or RPO assistance in managing data and developing GIS applications for use by in-house municipal planning staff. See related comment in #7.

5) In terms of your municipality's planning capacity, how many full-time equivalent (FTE) staff do you have in each of the following categories? (e.g., 20 hrs/wk = 0.5 FTE)

	No Staff	0.1 - 0.5 FTE	>0.5 - 1.00 FTE	>1.0 - 2.0 FTE	>2.0 FTE
Professional Staff	19	10	45	15	15
Technical Staff	17	19	41	18	9
Admin Staff	14	20	44	17	9

Comment: For purposes of this analysis, FTE staff figures include a combination of municipal employees and contractual arrangements with either RPOs or other consultants. Approximately 30% of responding municipalities averaged between 0.0 and 0.5 FTE for each of the professional, technical and administrative staff categories, while 40% averaged between 0.5 and 1.0 FTE staff. Fewer than 30% of responding municipalities averaged greater than 1.0 FTE staff for each category.

6) In your opinion, which one of the following should be primarily responsible for working with OPM to help ensure that local priorities are considered during the next State C&D Plan revision process?

- Planning and Zoning Commission 28
- Planning Commission 7
- Chief Executive Officer 18
- City/Town Planner 43
- Planning Consultant 2
- Other 6

Comment: Although a majority of responders suggest that the municipal planner should be the primary point-of-contact with OPM, there is clearly a need for a coordinated approach that includes Planning/P&Z Commissions and CEOs (and perhaps others, such as WPCAs, etc.). Given the general limitations in professional planning resources identified in #5 above, OPM realizes that many municipalities will want to decide which type of approach works best for them at the appropriate time.

7) What is your preferred format for reviewing and commenting on the Locational Guide Map component of the next State C&D Plan?

- OPM mails hard copy (paper) 17
- OPM sends a PDF via e-mail 29
- OPM provides GIS data for evaluation 11
- OPM provides an interactive online or "web-based" GIS map 32
- Other 15

Comment: Responses under "Other" typically suggested some combination of the other four options. There does not appear to be a clear preference for how OPM should disseminate the Locational Guide Map for local review and comment.

- 8) Which method would you prefer that OPM staff use when it conducts initial outreach on the next State C&D Plan revision process?
- A workshop convened by your Regional Planning Organization with all of its member towns 52
 - A statewide workshop sponsored by a professional organization or statewide association (i.e., CCM, COST, CCAPA) 4
 - One-on-one meeting with OPM staff 22
 - OPM provides a draft plan and map for local review and comment 18
 - Other 7

Comment: There appears to be consensus that the most effective form of outreach is through RPO-sponsored workshops. Given OPM's limited staff resources, one-on-one meetings could be accommodated only when absolutely necessary.

- 9) Title of Survey Responder:
- Chief Executive Officer (Mayor, 1st Selectman, Town Manager) 29
 - Planner/ZEO 64
 - Planning/P&Z Commission Chairperson 9
 - Planning Consultant/Other 2

Comment: OPM had hoped to reach more Planning/P&Z Commission Chairpersons.



Substitute Senate Bill No. 199

Public Act No. 10-138

AN ACT CONCERNING THE STATE PLAN OF CONSERVATION AND DEVELOPMENT AND DISSOLVING THE WOLCOTTVILLE SCHOOL SOCIETY.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (*Effective from passage*) (a) As used in this section, (1) "cross-acceptance" means a process by which planning policies of different levels of government are compared and differences between such policies are reconciled with the purpose of attaining compatibility between local, regional and state plans; and (2) "plan" means a plan of conservation and development.

(b) The Office of Policy and Management shall develop a new process for the adoption, amendment, revision and implementation of the state plan based on cross-acceptance. In developing this process, the Office of Policy and Management shall consider as a guideline the 2004 Cross-Acceptance Manual approved by the New Jersey State Planning Commission on February 18, 2004, as amended from time to time. Such process shall incorporate (1) public outreach and the solicitation of public opinion on a preliminary state plan; (2) the comparison of a preliminary state plan with regional and local plans; (3) the negotiation of the preliminary state plan with the purpose of obtaining consistency between local, regional and state plans; (4) the production of a written statement specifying areas of agreement and disagreement and areas requiring modification by parties to the negotiation; and (5) the drafting and reviewing of a final state plan. On or before January 5, 2011, the Office of Policy and Management shall submit a draft of such process to the continuing legislative committee on state planning and development established pursuant to section 4-60d of the general statutes.

Sec. 2. Section 16a-27 of the 2010 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The secretary, after consultation with all appropriate state, regional and local agencies and other appropriate persons, shall, prior to March 1, [2011] 2012, complete a revision of the existing plan and enlarge it to include, but not be limited to, policies relating to transportation, energy and air. Any revision made after May 15, 1991, shall identify the major transportation proposals, including proposals for mass transit, contained in the master transportation plan prepared pursuant to section 13b-15. Any revision made after July 1, 1995, shall take into consideration the conservation and development of greenways that have been designated by municipalities and shall recommend that state agencies coordinate their efforts to support the development of a state-wide greenways system. The Commissioner of Environmental Protection shall identify state-owned land for inclusion in the plan as potential components of a state greenways system.

(b) Any revision made after August 20, 2003, shall take into account (1) economic and community development needs and patterns of commerce, and (2) linkages of affordable housing objectives and land use objectives with transportation systems.

(c) Any revision made after March 1, 2006, shall (1) take into consideration risks associated with natural hazards, including, but not limited to, flooding, high winds and wildfires; (2) identify the potential impacts of natural hazards on infrastructure and property; and (3) make recommendations for the siting of future infrastructure and property development to minimize the use of areas prone to natural hazards, including, but not limited to, flooding, high winds and wildfires.

(d) Any revision made after July 1, 2005, shall describe the progress towards achievement of the goals and objectives established in the previously adopted state plan of conservation and development and shall identify (1) areas where it is prudent and feasible (A) to have compact, transit accessible, pedestrian-oriented mixed-use development patterns and land reuse, and (B) to promote such development patterns and land reuse, (2) priority funding areas designated under section 16a-35c, and (3) corridor management areas on either side of a limited access highway or a rail line. In designating corridor management areas, the secretary shall make recommendations that (A) promote land use and transportation options to reduce the growth of traffic congestion; (B) connect infrastructure and other development decisions; (C) promote development that

minimizes the cost of new infrastructure facilities and maximizes the use of existing infrastructure facilities; and (D) increase intermunicipal and regional cooperation.

(e) Any revision made after October 1, 2008, shall (1) for each policy recommended (A) assign a priority; (B) estimate funding for implementation and identify potential funding sources; (C) identify each entity responsible for implementation; and (D) establish a schedule for implementation; and (2) for each growth management principle, determine three benchmarks to measure progress in implementation of the principles, one of which shall be a financial benchmark.

(f) Any revision made after October 1, 2009, shall take into consideration the protection and preservation of Connecticut Heritage Areas.

(g) Thereafter on or before March first in each revision year the secretary shall complete a revision of the plan of conservation and development.

Sec. 3. Section 16a-28 of the 2010 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) The secretary shall present a draft of the revised plan of conservation and development for preliminary review to the continuing legislative committee on state planning and development prior to September first in [2010] 2011 and prior to September first in each prerevision year thereafter.

(b) After December first in [2010] 2011 and after December first in each prerevision year thereafter the secretary shall proceed with such further revisions of the draft of the revised plan of conservation and development as he deems appropriate. The secretary shall, by whatever means he deems advisable, publish said plan and disseminate it to the public on or before March first in revision years. The secretary shall post the plan on the Internet web site of the state.

(c) Not later than five months after publication of said revised plan the secretary shall hold public hearings, in cooperation with regional planning agencies, to solicit comments on said plan.

Sec. 4. Section 16a-29 of the 2010 supplement to the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The secretary shall consider the comments received at the public hearings and shall make any necessary or desirable revisions to said plan and within three months of completion of the public hearings submit the plan to the continuing legislative committee on state planning and development, for its approval, revision or disapproval, in whole or in part. Notwithstanding the provisions of this section, the secretary shall submit the state Conservation and Development Policies Plan, [2012-2017] 2013-2018, to said committee on or before December 1, [2011] 2012.

Sec. 5. Section 8-23 of the 2010 supplement to the general statutes, as amended by section 3 of public act 07-239, section 4 of public act 07-5 of the June special session, section 17 of public act 08-182 and section 7 of public act 09-230, is repealed and the following is substituted in lieu thereof (*Effective July 1, 2010*):

(a) (1) At least once every ten years, the commission shall prepare or amend and shall adopt a plan of conservation and development for the municipality. Following adoption, the commission shall regularly review and maintain such plan. The commission may adopt such geographical, functional or other amendments to the plan or parts of the plan, in accordance with the provisions of this section, as it deems necessary. The commission may, at any time, prepare, amend and adopt plans for the redevelopment and improvement of districts or neighborhoods which, in its judgment, contain special problems or opportunities or show a trend toward lower land values.

(2) If a plan is not amended decennially, the chief elected official of the municipality shall submit a letter to the Secretary of the Office of Policy and Management and the Commissioners of Transportation, Environmental Protection and Economic and Community Development that explains why such plan was not amended. A copy of such letter shall be included in each application by the municipality for discretionary state funding submitted to any state agency.

(3) Notwithstanding any provision of subdivisions (1) and (2) of this subsection, no commission shall be obligated to prepare or amend a plan of conservation and development for such municipality from July 1, 2010, to June 30, 2013, inclusive.

(b) On and after the first day of July following the adoption of the state Conservation and Development Policies Plan [2012-2017] 2013-2018, in accordance with section 16a-30, a municipality that fails to comply with the

requirements of subdivisions (1) and (2) of subsection (a) of this section shall be ineligible for discretionary state funding unless such prohibition is expressly waived by the secretary, except that any municipality that does not prepare or amend a plan of conservation and development pursuant to subdivision (3) of subsection (a) of this section shall continue to be eligible for discretionary state funding unless such municipality fails to comply with the requirements of said subdivisions (1) and (2) on or after July 1, 2014.

(c) In the preparation of such plan, the commission may appoint one or more special committees to develop and make recommendations for the plan. The membership of any special committee may include: Residents of the municipality and representatives of local boards dealing with zoning, inland wetlands, conservation, recreation, education, public works, finance, redevelopment, general government and other municipal functions. In performing its duties under this section, the commission or any special committee may accept information from any source or solicit input from any organization or individual. The commission or any special committee may hold public informational meetings or organize other activities to inform residents about the process of preparing the plan.

(d) In preparing such plan, the commission or any special committee shall consider the following: (1) The community development action plan of the municipality, if any, (2) the need for affordable housing, (3) the need for protection of existing and potential public surface and ground drinking water supplies, (4) the use of cluster development and other development patterns to the extent consistent with soil types, terrain and infrastructure capacity within the municipality, (5) the state plan of conservation and development adopted pursuant to chapter 297, (6) the regional plan of conservation and development adopted pursuant to section 8-35a, (7) physical, social, economic and governmental conditions and trends, (8) the needs of the municipality including, but not limited to, human resources, education, health, housing, recreation, social services, public utilities, public protection, transportation and circulation and cultural and interpersonal communications, (9) the objectives of energy-efficient patterns of development, the use of solar and other renewable forms of energy and energy conservation, and (10) protection and preservation of agriculture.

(e) (1) Such plan of conservation and development shall (A) be a statement of policies, goals and standards for the physical and economic development of the municipality, (B) provide for a system of principal thoroughfares, parkways,

bridges, streets, sidewalks, multipurpose trails and other public ways as appropriate, (C) be designed to promote, with the greatest efficiency and economy, the coordinated development of the municipality and the general welfare and prosperity of its people and identify areas where it is feasible and prudent (i) to have compact, transit accessible, pedestrian-oriented mixed use development patterns and land reuse, and (ii) to promote such development patterns and land reuse, (D) recommend the most desirable use of land within the municipality for residential, recreational, commercial, industrial, conservation and other purposes and include a map showing such proposed land uses, (E) recommend the most desirable density of population in the several parts of the municipality, (F) note any inconsistencies with the following growth management principles: (i) Redevelopment and revitalization of commercial centers and areas of mixed land uses with existing or planned physical infrastructure; (ii) expansion of housing opportunities and design choices to accommodate a variety of household types and needs; (iii) concentration of development around transportation nodes and along major transportation corridors to support the viability of transportation options and land reuse; (iv) conservation and restoration of the natural environment, cultural and historical resources and existing farmlands; (v) protection of environmental assets critical to public health and safety; and (vi) integration of planning across all levels of government to address issues on a local, regional and state-wide basis, (G) make provision for the development of housing opportunities, including opportunities for multifamily dwellings, consistent with soil types, terrain and infrastructure capacity, for all residents of the municipality and the planning region in which the municipality is located, as designated by the Secretary of the Office of Policy and Management under section 16a-4a, (H) promote housing choice and economic diversity in housing, including housing for both low and moderate income households, and encourage the development of housing which will meet the housing needs identified in the housing plan prepared pursuant to section 8-37t and in the housing component and the other components of the state plan of conservation and development prepared pursuant to chapter 297. In preparing such plan the commission shall consider focusing development and revitalization in areas with existing or planned physical infrastructure.

(2) For any municipality that is contiguous to Long Island Sound, such plan shall be (A) consistent with the municipal coastal program requirements of sections 22a-101 to 22a-104, inclusive, (B) made with reasonable consideration for restoration and protection of the ecosystem and habitat of Long Island Sound, and (C) designed to reduce hypoxia, pathogens, toxic contaminants and floatable

debris in Long Island Sound.

(f) Such plan may show the commission's and any special committee's recommendation for (1) conservation and preservation of traprock and other ridgelines, (2) airports, parks, playgrounds and other public grounds, (3) the general location, relocation and improvement of schools and other public buildings, (4) the general location and extent of public utilities and terminals, whether publicly or privately owned, for water, sewerage, light, power, transit and other purposes, (5) the extent and location of public housing projects, (6) programs for the implementation of the plan, including (A) a schedule, (B) a budget for public capital projects, (C) a program for enactment and enforcement of zoning and subdivision controls, building and housing codes and safety regulations, (D) plans for implementation of affordable housing, (E) plans for open space acquisition and greenways protection and development, and (F) plans for corridor management areas along limited access highways or rail lines, designated under section 16a-27, as amended by this act, (7) proposed priority funding areas, and (8) any other recommendations as will, in the commission's or any special committee's judgment, be beneficial to the municipality. The plan may include any necessary and related maps, explanatory material, photographs, charts or other pertinent data and information relative to the past, present and future trends of the municipality.

(g) (1) A plan of conservation and development or any part thereof or amendment thereto prepared by the commission or any special committee shall be reviewed, and may be amended, by the commission prior to scheduling at least one public hearing on adoption.

(2) At least sixty-five days prior to the public hearing on adoption, the commission shall submit a copy of such plan or part thereof or amendment thereto for review and comment to the legislative body or, in the case of a municipality for which the legislative body of the municipality is a town meeting or representative town meeting, to the board of selectmen. The legislative body or board of selectmen, as the case may be, may hold one or more public hearings on the plan and shall endorse or reject such entire plan or part thereof or amendment and may submit comments and recommended changes to the commission. The commission may render a decision on the plan without the report of such body or board.

(3) At least thirty-five days prior to the public hearing on adoption, the commission shall post the plan on the Internet web site of the municipality, if

any.

(4) At least sixty-five days prior to the public hearing on adoption, the commission shall submit a copy of such plan or part thereof or amendment thereto to the regional planning agency for review and comment. The regional planning agency shall submit an advisory report along with its comments to the commission at or before the hearing. Such comments shall include a finding on the consistency of the plan with (A) the regional plan of conservation and development, adopted under section 8-35a, (B) the state plan of conservation and development, adopted pursuant to chapter 297, and (C) the plans of conservation and development of other municipalities in the area of operation of the regional planning agency. The commission may render a decision on the plan without the report of the regional planning agency.

(5) At least thirty-five days prior to the public hearing on adoption, the commission shall file in the office of the town clerk a copy of such plan or part thereof or amendment thereto but, in the case of a district commission, such commission shall file such information in the offices of both the district clerk and the town clerk.

(6) The commission shall cause to be published in a newspaper having a general circulation in the municipality, at least twice at intervals of not less than two days, the first not more than fifteen days, or less than ten days, and the last not less than two days prior to the date of each such hearing, notice of the time and place of any such public hearing. Such notice shall make reference to the filing of such draft plan in the office of the town clerk, or both the district clerk and the town clerk, as the case may be.

(h) (1) After completion of the public hearing, the commission may revise the plan and may adopt the plan or any part thereof or amendment thereto by a single resolution or may, by successive resolutions, adopt parts of the plan and amendments thereto.

(2) Any plan, section of a plan or recommendation in the plan that is not endorsed in the report of the legislative body or, in the case of a municipality for which the legislative body is a town meeting or representative town meeting, by the board of selectmen, of the municipality may only be adopted by the commission by a vote of not less than two-thirds of all the members of the commission.

(3) Upon adoption by the commission, any plan or part thereof or amendment thereto shall become effective at a time established by the commission, provided notice thereof shall be published in a newspaper having a general circulation in the municipality prior to such effective date.

(4) Not more than thirty days after adoption, any plan or part thereof or amendment thereto shall be posted on the Internet web site of the municipality, if any, and shall be filed in the office of the town clerk, except that, if it is a district plan or amendment, it shall be filed in the offices of both the district and town clerks.

(5) Not more than sixty days after adoption of the plan, the commission shall submit a copy of the plan to the Secretary of the Office of Policy and Management and shall include with such copy a description of any inconsistency between the plan adopted by the commission and the state plan of conservation and development and the reasons therefor.

(i) Any owner or tenant, or authorized agent of such owner or tenant, of real property or buildings thereon located in the municipality may submit a proposal to the commission requesting a change to the plan of conservation and development. Such proposal shall be submitted in writing and on a form prescribed by the commission. Notwithstanding the provisions of subsection (a) of section 8-7d, the commission shall review and may approve, modify and approve or reject the proposal in accordance with the provisions of subsection (g) of this section.

Sec. 6. (NEW) (*Effective October 1, 2010*) When considering any grant application submitted in connection with a proposed development, rehabilitation or other construction project, a state agency shall consider whether such proposal complies with some or all of the principles of smart growth provided in section 1 of public act 09-230.

Sec. 7. (*Effective from passage*) The resolution "Incorporating Wolcottville School Society" passed in 1839, and contained in volume IV, title XXVI, School Societies, of the Resolves and Private Laws of the State of Connecticut from the year 1836 to the year 1857, the resolution "Altering Limits of The Wolcottville School Society" passed in 1853, and contained in said volume IV, title XXVI, the resolution "Incorporating Wolcottville School Society, and Confirming Contracts made by them relating to Burying Grounds" approved July 2, 1862, and contained in volume V of the Private and Special Laws of the State of

Connecticut from the year 1857 to the year 1865, inclusive, and the resolution "Providing for the Annual Meeting of the Wolcottville School Society and Authorizing the Election of Officers" approved July 1, 1863, and contained in said volume V, are repealed and said corporation is hereby dissolved and shall wind up its affairs in accordance with part VIII of chapter 600 of the general statutes. Any real or personal property owned by The Wolcottville School Society is hereby transferred to the Center Cemetery Association of Torrington, Inc.

Approved June 8, 2010

CHAPTER 297a PRIORITY FUNDING AREAS

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Sec. 16a-35c. Priority funding areas. Delineation. Review by Continuing Legislative Committee on State Planning and Development. Approval by General Assembly.

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Secs. 16a-35i and 16a-35j.

Sec. 16a-35c. Priority funding areas. Delineation. Review by Continuing Legislative Committee on State Planning and Development. Approval by General Assembly. (a) As used in this section and sections 16a-35d to 16a-35g, inclusive:

(1) "Funding" includes any form of assurance, guarantee, grant payment, credit, tax credit or other assistance, including a loan, loan guarantee, or reduction in the principal obligation of or rate of interest payable on a loan or a portion of a loan;

(2) "Growth-related project" means any project which includes (A) the acquisition of real property when the acquisition costs are in excess of one hundred thousand dollars, except the acquisition of open space for the purposes of conservation or preservation; (B) the development or improvement of real property when the development costs are in excess of one hundred thousand dollars; (C) the acquisition of public transportation equipment or facilities when the acquisition costs are in excess of one hundred thousand dollars; or (D) the authorization of each state grant, any application for which is not pending on July 1, 2006, for an amount in excess of one hundred thousand dollars, for the acquisition or development or improvement of real property or for the acquisition of public transportation equipment or facilities, except the following: (i) Projects for maintenance, repair, additions or renovations to existing facilities, acquisition of land for telecommunications towers whose primary purpose is public safety, parks, conservation and open space, and acquisition of agricultural, conservation and historic easements; (ii) funding by the Department of Economic and Community Development for any project financed with federal funds used to purchase or rehabilitate existing single or multi-family housing or projects financed with the proceeds of revenue bonds if the Commissioner of Economic and Community Development determines that application of this section and sections 16a-35d and 16a-35e (I) conflicts with any provision of federal or state law applicable to the issuance or tax-exempt status of the bonds or any provision of any trust agreement between the Department of Economic and Community Development and any trustee, or (II) would otherwise prohibit financing of an existing project or financing provided to cure or prevent any default under existing financing; (iii) projects that the Commissioner of Economic and Community Development determines promote fair housing choice and racial and economic integration as described in section 8-37cc; (iv) projects at an existing facility needed to comply with state environmental or health laws or regulations adopted thereunder; (v) school construction projects funded by the Department of Education under chapter 173; (vi) libraries; (vii) municipally owned property or public buildings used for government purposes; and (viii) any other project, funding or other state assistance not included under subparagraphs (A) to (D), inclusive, of this

subdivision.

(3) "Priority funding area" means the area of the state designated under subsection (b) of this section.

(b) The Secretary of the Office of Policy and Management, in consultation with the Commissioners of Economic and Community Development, Environmental Protection, Public Works, Agriculture, Transportation, the chairman of the Transportation Strategy Board, the regional planning agencies in the state and any other persons or entities the secretary deems necessary shall develop recommendations for delineation of the boundaries of priority funding areas in the state and for revisions thereafter. In making such recommendations the secretary shall consider areas designated as regional centers, growth areas, neighborhood conservation areas and rural community centers on the state plan of conservation and development, redevelopment areas, distressed municipalities, as defined in section 32-9p; targeted investment communities, as defined in section 32-222; public investment communities, as defined in section 7-545, enterprise zones, designated by the Commissioner of Economic and Community Development under section 32-70, corridor management areas identified in the state plan of conservation and development and the principles of the Transportation Strategy Board approved under section 13b-57h. The secretary shall submit the recommendations to the Continuing Legislative Committee on State Planning and Development established pursuant to section 4-60d for review when the state plan of conservation and development is submitted to such committee in accordance with section 16a-29. The committee shall report its recommendations to the General Assembly at the time said state plan is submitted to the General Assembly under section 16a-30. The boundaries shall become effective upon approval of the General Assembly.

(P.A. 05-205, S. 5.)

History: P.A. 05-205 effective July 1, 2005.

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Sec. 16a-35d. Funding of growth-related projects. Exceptions. (a) On and after the approval of the General Assembly of the boundaries of priority funding areas under section 16a-35c, no state agency, department or institution shall provide funding for a growth-related project unless such project is located in a priority funding area.

(b) Notwithstanding the provisions of subsection (a) of this section, the head of a state department, agency or institution, with the approval of the Secretary of the Office of Policy and Management, may provide funding for a growth-related project that is not located in a priority funding area upon determination that such project is consistent with the plan of conservation and development, adopted under section 8-23, of the municipality in which such project is located and that such project (1) enhances other activities targeted by state agencies, departments and institutions to a municipality within the priority funding area, (2) is located in a distressed municipality, as defined in section 32-9, targeted investment community, as defined in section 32-222, or public investment community, as defined in section 7-545, (3) supports existing neighborhoods or communities, (4) promotes the use of mass transit, (5) provides for compact, transit accessible, pedestrian-oriented mixed use development patterns and land reuse and promotes such development patterns and land reuse, (6) creates an extreme inequity, hardship or disadvantage that clearly outweighs the benefits of locating the project in a priority funding area if such project were not funded, (7) has no reasonable alternative for the project in a priority funding area in another location, (8) must be located away from other developments due to its operation

CHAPTER 297a PRIORITY FUNDING AREAS

or physical characteristics, or (9) is for the reuse or redevelopment of an existing site.

(c) Not more than one year after the designation of priority funding areas, and annually thereafter, each department, agency or institution shall prepare a report that describes grants made under subsection (b) of this section and the reasons therefor.

(P.A. 05-205, S. 6.)

History: P.A. 05-205 effective July 1, 2005.

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Sec. 16a-35e. Cooperative effort to sustain village character in rural areas. On and after the approval of the General Assembly of the boundaries of priority funding areas pursuant to section 16a-35c, each state agency, department or institution shall cooperate with municipalities to ensure that programs and activities in rural areas sustain village character.

(P.A. 05-205, S. 7.)

History: P.A. 05-205 effective July 1, 2005.

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Sec. 16a-35f. Review of regulations to coordinate management of growth-related projects in priority funding areas. On and after the approval of the General Assembly of the boundaries of priority funding areas under section 16a-35c, each state agency and department shall review regulations adopted in accordance with the provisions of chapter 54 and modify such regulations to carry out the purpose of coordinated management of growth-related projects in priority funding areas.

(P.A. 05-205, S. 8.)

History: P.A. 05-205 effective July 1, 2005.

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Sec. 16a-35g. Review of federal projects in priority funding areas. The Office of Policy and Management, within available appropriations, shall coordinate review of federal projects in relation to their location in priority funding areas to encourage location in urban areas pursuant to the provisions of Federal Executive Order 12072-Federal Space Management.

(P.A. 05-205, S. 9.)

History: P.A. 05-205 effective July 1, 2005.

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Sec. 16a-35h. Pilot program to identify and evaluate brownfield sites. The Commissioners of Environmental Protection and Economic and Community Development shall, in consultation with the Secretary of the Office of Policy and Management, establish a pilot program to identify and evaluate brownfield sites in priority funding areas designated pursuant to section 16a-35c. Said commissioners will work with state and local agencies as a coordinated team to identify all necessary permits and approvals for development, conduct outreach to solicit development proposals, and coordinate to review all requests for funding and permit approvals.

(P.A. 07-233, S. 8.)

History: P.A. 07-233 effective July 1, 2007.

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Secs. 16a-35i and 16a-35j. Reserved for future use.

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12/9

Mansfield senior ride program seeks help

MANSFIELD — The town is now offering a volunteer driver program to help senior citizen residents with transportation.

The program, offered through the Mansfield Human Services Department, offers rides to residents ages 60 and over to local and out-of-town locations.

The program was completed after months of planning by both the senior center association and commission on aging, including the hiring of a new coordinator in October.

The volunteer driver program will help supplement existing modes of transportation such as Dial-a-Ride, fixed bus routes and other services offered by the town.

The rides are offered at no charge, but donations are welcomed to help cover program expenses, and priority will be given to local medical appointments, with the town expanding services as more drivers become available.

The town currently has 12 drivers who can use either use their own vehicles and receive a mileage reimbursement or drive a town vehicle. Program Coordinator Gianna Stebbins, however, is still seeking more volunteers to drive.

Anyone who would like to volunteer for the program or request a ride can contact Stebbins at (860) 486-0262, extension 2.

The town will likely need as much as 48 hours of advance notice to coordinate rides at this time, so those seeking a ride are asked to leave a voice message.

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Editor: 12/9

The Storrs Center project is rolling along fast. The developer, town and partnership are holding "hearings" on the project. These hearings are the chance for people to voice their concerns or pleasure with the project. It is time for the developers, (Education Realty Trust, Leyland Alliance and the Mansfield Downtown Partnership) to listen to and answer the questions people have, up to and including financial.

Phase 1 of the project has changed dramatically. They tell us it "has been the plan all along." If it has been the plan all along, why are they now asking the planning and zoning commission for changes to changes that were already made to zoning regulations.

Some of the downtown cheerleaders, who all seem to be members of development committees, say that we who have researched EDR are wrong with our opinion that the 290 residential units in phase 1 are student housing.

Tell me something. When you apply for credit, do they not check your credit history? When you apply for a job, do they not check your work history?

When you apply for an apartment do they not check your rental history?

History tells your story. EDR's history is student housing — period. It has not done anything but, no matter what the powers to be seem to believe.

Speaking of history, the story we are being told now mirrors the story of Celeron Square, built and marketed to professors, grad students and families in the late 1980s. We all know how that turned out.

Combine our history with Celeron with EDR's history and how can anyone not believe we are not building student housing for the university?

Mike Sikoski
Storrs

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Many voice support for Storrs Center

By MIKE SAVINO
Chronicle Staff Writer

STORRS — Saying it was good for the town, most speakers at a public hearing Thursday supported a proposed agreement with the developers of the Storrs Center project, echoing comments from councilmen last week.

The town council is currently considering the agreement with Heyland Alliance LLC and Education Realty Trust, or EDR, the developers for phases 1A and 1B of the \$220 million, mixed-use proposal.

A copy of the agreement, town presentations and summaries of the document are available on the town's web site at www.mansfieldct.gov.

The council closed the four-plus hour hearing Thursday after public comment in the form of more than 30 speakers and more than 60 letters, most supporting the project.

It could discuss the agreement as soon as its meeting on Monday at 7:30 p.m. at the Audrey P. Beck Municipal Office Building.

The council must wait for input from the planning and zoning commission before voting on the agreement, however, so a decision cannot come until next month.

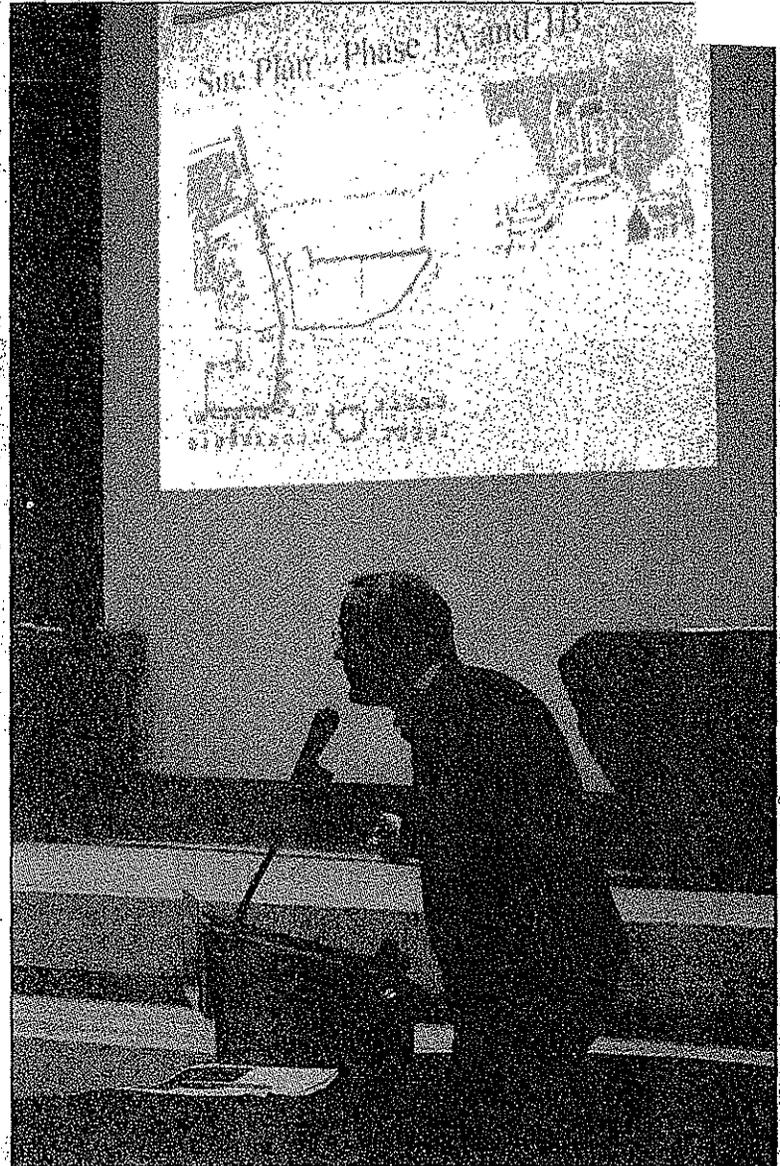
But when it comes time for a vote, the majority of residents who spoke Thursday urged the council to approve the agreement and move forward with the project, which is slated to break ground in the spring.

"I would appreciate the opportunity to spend some of my disposable income in my own town," said resident Tom Birkenholz, echoing many residents.

But while a lot of the supporters did focus on the overall project, some also said they felt the agreement was a good one for the town.

Resident Bruce Clouette, a member of the board of directors for the Mansfield Downtown Partnership, said the agreement is "close to ideal."

(Many, Page 6)



Matt Hulten photos

ABOVE: Architect Andrew Graves gives a presentation on the site plan for the Storrs Center project during a public hearing at E.O. Smith High School on Thursday. BELOW LEFT: Mansfield resident Bart Pacekonis voices his support for the project. BELOW RIGHT: Mayor Betsy Paterson, Town Manager Matthew Hart and Deputy Mayor Gregory Haddad open the meeting.



Many support project

(Continued from Page 1)

He said it's impossible for the town to reach an "ideal" situation because of changing factors and differing opinions, but he credited officials and consultants for reaching an "outstanding agreement."

Town Manager Matthew Hart repeatedly said Thursday the town will be taking on "risks" during Thursday's meeting, but also said he believes the town has taken steps to reduce the liabilities it will face.

The town will provide \$3.3 million of the \$87.6 million needed for phases 1A and 1B, but Hart said the town will also provide that funding through a \$3 million tax abatement and roughly \$300,000 generated through fees and inspections for the project.

He said the intent is to use abatements, grants and money generated from the project to fund the town's financial contributions.

Financial projections for the project, meanwhile, state the first phase would produce a total of \$1.3 million in net revenue for the town over the first 10 years after factoring in abatements and increased municipal/school costs.

The abatement would only apply to the residential space and would be phased in over seven years.

The total net tax revenues would increase to \$4.2 million when projected over 15 years and \$7.5 million over a 20-year span.

Hart also said the town has the right to change the scope of any projects or seek aid from the developers, in return for additional abatements, if any projects exceed costs.

One concern among opponents to the project is EDR's history of building student housing.

Some residents, even some who voiced support for the project, said they were worried about future tenants.

EDR is responsible for building and managing the 290 rental units that are planned for the first round of development and Hart said the draft agreement includes provisions that prohibit dormitory-style construction.

Thomas Trubiana, executive vice president and chief investment officer for EDR, said the developer has a long history of student housing, but is looking to get into "market-rate" apartments that attract a range of tenants.

But opponents said they were still worried apartment complexes could become student housing.

They point to the Celeron Square apartments on Hunting Lodge Road that are now rented primarily by University of Connecticut students, even though that developer said that would not happen.

"I'm not interested in having my taxes used to put up a dormitory for UConn," said resident Jane Blanchard.

Supporters, though, said the town needs rental apartments and believe EDR will have a wide range of tenants.

Opponents also said they were worried about water supply but UConn officials Thursday said the university has enough water to supply the full Storrs Center project and is taking steps to further conserve water.

Some opponents also said they were worried the project could fail, leaving the town with an empty and unfinished project.

They also said the town should let development happen on its own.

But Hart said the agreement guarantees a full construction of phases 1A and 1B, which will result in more than 70,000 square feet of retail space as well as the rental apartments.

Supporters also said the town has been in an economic slump for decades and they believe the Storrs Center project will provide a financial boost and create a downtown area.

Some said the project will create jobs for area residents, while also attracting customers from beyond Mansfield's borders.

Another concern among opponents was the feeling residents have not had enough chance to voice their opinions, with a few even calling for a referendum on the project.

But supporters said funding for preliminary work for the project has been included in past budgets, which residents have supported.

Councilmen also said residents have the right to remove elected officials from office if they do not like the project, and a lack of support for the first wave of construction would prevent future work from occurring.

Editor: 12/14

Concerning my opposition to the Pledge of Allegiance at the Mansfield Town Council: I was quoted in the Nov. 23 *Chronicle* as saying I believe that "Americans should recite (the Pledge) as a sign of devotion to the country."

That is precisely what I did not say.

The Pledge is rote, that is much of what it contains is not understood by all (why "indi-

Letters to the editor

visible"? Why to the flag but not the "country"? Why "country" and not "nation"? When did "under God" originate? Etc.)

And yet, reciting the Pledge for some seems to be an act of patriotism, like wearing a flap pin (Obama's campaign).

Reciting what one doesn't understand, like wearing a pin, has nothing to do with patriotism. And that is why I voted "no."

And, moreover, in these times and climes, the man who wrote the Pledge (Francis Bellamy) was — horror of horrors — a socialist.

Carl W. Schaefer
Member

Mansfield Town Council

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Council asks for change in Storrs Center pact

By MIKE SAVINO ^{12/14}
Chronicle Staff Writer

MANSFIELD — Discussing a proposed development agreement Monday, some town councilors echoed residents' concerns over one of the developers for the first part of the Storrs Downtown Project.

Some councilmen said they were worried about Education Trust Realty, or EDR, the company contracted to build the rental apartments in phases 1A and 1B, and its history of building student housing.

The council is looking at a

proposed agreement with EDR and Leyland Alliance, LLC, for the first part of the \$220-million mixed-use project.

Councilmen asked Town Manager Matthew Hart and project officials to make some revisions to the latest draft.

Leyland Alliance Executive Vice President Howard Kaufman said EDR would agree to market the apartments to the general public and have custodial staff on hand at all times and councilmen said they wanted that added to the agreement.

Councilman Denise Keane said

she has "serious" and "grave concerns" about EDR and its history of building student housing. Fellow Councilman Meredith Lindsey agreed.

Kaufman defended EDR, saying the company wants a "broad mix of tenants" and added design guidelines for the project prohibit dormitory-style floor plans.

He said the apartments will offer limited common areas, comprised of workout areas and other facilities common in apartments, and will not have student-oriented resources like advisors.

(Change, Page 4)

Change sought in center agreement

(Continued from Page 1)

But Keane said the apartments, which will range from 600-square-foot for one-bedrooms to 1,150-square-foot for three-bedrooms, were small, and most newer, student housing complexes did not resemble classic dorms.

"The typical dorm hasn't been built for some time on most campuses," she said.

Keane and Lindsey also questioned EDR's marketing strategies, which typically focus on student populations.

Cynthia van Zelm, executive director of the Mansfield Downtown Partnership, Inc., the nonprofit organization overseeing the project, said project officials plan to market to specific groups of people.

Many residents, including those supporting the project and the proposed agreement, have raised similar concerns since the draft was unveiled Dec. 1, saying they do not want the complex to become a party area.

She said project officials plan to meet with area realtors and representatives from Windham Community Memorial Hospital and the University of Connecticut Alumni Association to attract young professionals.

Kaufman, meanwhile, said EDR staffs its management office five days a week and has custodians living in the complex.

Deputy Mayor Gregory Haddad said that should encourage tenants to behave.

He also said EDR has said it is willing to add language about staffing and marketing plans and the council urged Hart and Kaufman to make the revision.

Even with their concerns, Keane and Meredith agreed with other councilmen that they were not opposed to having some students living in the apartments, but did

not want to have partying and other issues.

Keane and Meredith also expressed concern about terms for the parking garage, which currently requires the town to lease a number of spaces to EDR for 98 years.

Keane said the town was limiting its potential revenue for the spaces, while Meredith said she was worried the town would not have enough space for commercial customers in the future.

But Kaufman said the project would likely still have at least 400 spaces for customers, while he and Hart said EDR was insistent on the number of spaces it could offer to potential tenants.

Councilmen also expressed interest in the possibility of a project labor agreement that would ensure local workers are hired to build the project.

Hart and Kaufman both said they would look into the idea.

Town Attorney Denis O'Brien said any revisions would not impact the agreement's status with planning and zoning, which is considering if some the agreement fits with the town's plan of conservation and development.

The PZC delayed talk until its Jan. 3 meeting, but the council must wait for a response from the commission before making a final vote.

The council would need a two-thirds majority if it wanted to override the recommendation from the PZC. Hart said he would try to have a new draft to the council in time for its Dec. 27 meeting.

The council could hold a special meeting on Jan. 4 to allow Haddad, who will be sworn in as a state Representative on Jan. 5, a chance to vote.

Haddad will be resigning from the council when he takes office.

School project costs concern councilmen

By MIKE SAVINO
Chronicle Staff Writer

MANSFIELD — Concerned about the cost to build two new elementary schools, the town council agreed earlier this week to send the project back to the school building committee to try and scale the plans back.

The council said Monday the move gives the committee a chance to talk about building two elementary schools, as the option was not available when it recommended the town build one larger elementary school.

School board Chairman Mark LaPlaca said the board made the same recommendation last Thursday, saying the building committee was a more appropriate board to discuss the scope of any proposals.

To help the committee examine the project, the council also agreed to appropriate \$7,500 to have the project's architect create floor plans for two schools, which would have a current projected capacity of up to 350 students each, for the committee to consider.

A third option would entail renovating the three existing elementary schools and all three projects would also include renovations to Mansfield Middle School.

But LaPlaca said school board members said last Thursday they were not in favor of renovating all three schools, as the town would need to "kind of start all over again" on a new project in the future.

The council's discussion during a workshop session Monday focused on the financial as-

pects of the two-school option, which has a projected price tag of \$59.58 million, with the town responsible for \$26.9 million after state reimbursements.

The one-school option, meanwhile, has a total cost of \$48 million, with the town responsible for \$19.06 million after a state reimbursement rate, according to an analysis from Town Finance Director Cherie Trahan.

Trahan also projected savings from newer schools would bring the net cost of the one-school option down to \$11.67 million over 20 years, while the two-school option's net cost would be \$26.85 million over that span.

The option to renovate all three schools would cost \$20.83 million, but the town would be responsible for \$13.28 million due to a lower reimbursement rate for renovations.

Councilman Bill Ryan said parents have expressed concern over the one-school option, saying it would be better to have two smaller buildings than the one larger school, which would have a capacity of 700 students.

But Trahan said the two-school option will have an average tax impact of 1.385 mills per year for debt payments based on the current grand list, peaking at 2.05 mills in the second year after a 0.71-mill impact the first year.

"I don't think we can go to the taxpayers with these kinds of increases," Ryan said, later recommending the two-school option go back to the building committee.

Councilman Denise Keane, meanwhile, noted the figures did not include the cost to

purchase more land in the north side of town for one of the two schools, possibly adjacent to Dorothy C. Goodwin School on Hunting Lodge Road.

Town Planning Director Gregory Padick previously said two parcels targeted to make the site big enough for a new school, under state statutes, have a combined assessed value of between \$500,000 and \$1 million.

Councilmen have said a site on the north side of town is critical for a two-school option, and Keane said Monday she would not support a proposal without a location on the north side.

LaPlaca said he, Mayor Elizabeth "Betsy" Paterson and town and school officials will contact members of the committee today to try and arrange meeting dates.

The council agreed to appoint Ryan, chairman of the council's finance committee, to the project building committee along with another school board member.

As a result, LaPlaca said he will appoint school board Vice Chairman Shamim Patwa.

LaPlaca said he hopes to hold a committee meeting before the schools go on holiday break Dec. 24, adding the committee will likely need to have at least two meetings before making a recommendation.

The council has been conducting workshops before the second meeting of each month in hopes of having a proposal for a referendum in May, which would require a council vote by February.

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Editor: 12/16

Every Mansfield resident agrees we need a new commercial block "downtown."

The University of Connecticut has too long neglected its block, leaving businesses with periodic service complaints and a run-down, ridiculously 1950s wild-west movie set.

Unfortunately, starry-eyed downtown fast-shuffle artists once again wave one hand in our faces while picking our pockets with the other.

Now they claim the project will be "costless" to taxpayers: "Who could turn down so many state and federal giveaways?"

This risky plan is far from being "costless" to patrons. This is because it will blanket

"downtown" with parking meters on public land no less (inevitably forcing existing private blocks to do likewise).

This new fee-based parking scheme, never much discussed, includes the well known parking garages. All parking fees are a direct new cost to be imposed on downtown patrons, whereas Willimantic did the opposite to attract patronage: removing parking meters in its downtown.

I supported this project until three years ago when planners suddenly fast-shuffled us by inexplicably substituting expensive garages for "graduate student housing."

That housing was billed as providing patrons for new businesses. However, student-based housing is clearly out of favor with town residents, with housing now billed as for non-students only.

Why should we trust downtown fast-shuffle artists with their assurances fee-based parking will succeed for this admittedly risky project, particularly in a market too often an abject failure?

Stephen T. Squires
Storrs

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Editor: 12/17

On Dec. 1, The Mansfield Town Council unveiled the agreement with the developer of Storrs Center. This was completely negotiated and discussed in closed session — so much for open/transparent government.

They gave us a 2½-hour dog-and-pony show called a public hearing on Dec. 9. All we learned is that Councilor Antoinette Moran doesn't understand who is going to pay for roads yet. Being a good Betsy Democrat, she'll vote for this agreement.

Fortunately Lon Hultgren, director of public works, clarified for all of us that we construct and pay for roads.

At last council meeting, the two Republican women, Denise Keane and Meredith Lindsey, raised many cogent, pertinent questions. As is typical, Town Manager Matt Hart had no substantive answers.

I wonder why the third Republican had no questions. Tell us, Christopher Paulhus, what's your position on Storrs Center and why. Let's hear from you.

The issues raised mainly were about the type of rental housing that is planned.

Keane and Lindsey could ask intelligent questions about this because the rental developer is a public company and information about their business is available.

But the principal issue about Storrs Center is its economic viability and is the risk worth the potential reward. Neither of the Republican women, nor anyone else, could ask intelligent

questions about finances because we can't get good documentation from Hart. His finance director and consultant have presented totally unprofessional reports from which one can draw no legitimate conclusion. Was that at Hart's direction?

The Mansfield taxpayer needs to have good financial documentation before this contract is signed. Hart should provide it. Democratic councilors, understand what you are voting on before you do it.

Thank you Keane and Lindsey and keep those questions coming.

Betty Wassmundt
Storrs

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Opinion 12/17

Chronicle

Lucy B. Crosbie
President

Kevin Crosbie
Publisher

Charles C. Ryan
Editor

Editorial

Economy downsizes Storrs Center plan

The original proposal by the Mansfield Downtown Partnership and Leyland Alliance included more condominiums than rental apartments as part of the mixed use downtown.

But the collapse on the housing market that began in 2008 has made it nearly impossible to get funding for a major housing project that involves reselling the units.

Officials of the partnership met recently with editors of *the Chronicle* and admitted Leyland Alliance had found it difficult to get funding for the project as originally proposed.

Which is why Education Realty Trust, or EDR, was recently brought into the mix.

It has funding and experience building apartment complexes near universities.

Mansfield Mayor Elizabeth "Betsy" Paterson, Town Manager Matthew Hart and University of Connecticut Associate Vice President of Administration and Operations Thomas Callahan acknowledged in the meeting with the *Chronicle* that, legally, students could not be banned from renting any of the units EDR is proposing to build.

However, they said the agreement with EDR requires the units, which include more one- and two-bedroom apartments than three-bedroom units, to be more upscale and aimed at a wealthier market-rate tenant, such as graduate students, professors and retirees.

Paterson said the units will have granite countertops and no common spaces, making them less suitable for "dorm" type living arrangements.

The Partnership officials also believe EDR's commitment to retain ownership and manage the apartments is another positive factor that would keep things under control, even if some undergraduates could afford the higher rent.

Leyland Alliance has created an LLC (limited liability corporation) Storrs Center Alliance (SCA) to oversee the development. The proposed contract currently under review by town officials indicates that SCA and EDR will jointly form another LLC to oversee Phase 1A and Phase 1B.

Partnership officials, however, say there is language in the contract to hold the parent companies liable if the new LLC runs into difficulty or can't finish the project.

An adequate water supply for the project has also been of concern in the past, particularly since UConn's wells drained a section of the Fenton River dry in the summer of 2005.

But Callahan said he is certain UConn's conservation practices since that incident and efforts to increase the amount of water drawn from the Willimantic River watershed have brought the situation under control. He also said the university's planned water reclamation effort currently under way will ensure the campus and Storrs Center have enough water in the future.

He also noted that UConn has turned down requests for water from the developers of the proposed Ponde Place apartment complex and even turned down a request for an "emergency" water connection from the same group.

Officials also said nearly half of the existing businesses in the area targeted for redevelopment have indicated they will relocate to a new location in Phase 1A or Phase 1B of the downtown project.

They say they are still attempting to find relocation solutions for the businesses that have not made a decision yet.

All in all, the current plan of development seems far more realistic economically than the original plan fostered in the headier days of a booming real estate market.

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Editor:

12/8/10

At last week's presentation of the proposed development agreement for Storrs Center, I first became aware that the firm chosen to be responsible for construction and management of the residential portion of the Storrs Center is Education Realty Trust (EDR).

I urge any who are interested to visit the Education Realty Trust web site which includes a brief description of activities along with links to detailed quarterly and annual reports. EDR describe themselves as "...one of America's largest owners, developers and managers of collegiate housing."

At its web site one can also access the report to shareholders of EDR's third quarter 2010

results. The complete summary of its assets as of Sept. 30 lists approximately \$709,000,000 in "student housing properties" and \$26,000,000 in "other assets" (type unspecified).

Under recent highlights, EDR indicates: "Signed a development agreement for a 290-unit collegiate housing community adjacent to the University of Connecticut Storrs Center."

Recent newspaper articles have described the planned Storrs Center residential units as projected primarily for graduate students, faculty and staff, but I do not find a single occurrence of the words "faculty," "staff," or "graduate" anywhere in ADR's extensive description of their overall activities and their many specific housing projects.

Rather, the words "student" and "collegiate" are used repeatedly and, apparently, interchangeably.

My search leaves me with two questions: Given the many realty companies that are available, how and why did the Storrs planners choose one that claims to deal exclusively with student housing?

Why has this fact never, to my knowledge, been discussed and explained in public hearings? Hopefully, these issues can be addressed at the public hearing scheduled for Thursday evening, Dec. 9. Our appreciation for the enthusiasm and hard work of the Storrs planners should not preclude open and civil discussion of these matters.

Bruce Goldman
Storrs

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Editor: 12/21

The Storrs Downtown controversy ignites passions on both sides.

My commentary, "Emerald City on the Yellow Brick Road," ruffled feathers — more by its tone, it seems, than substance. I dismissed those who have supported the project

for years. For this I apologize.

In truth, most advocates and critics of the Storrs Downtown share a lot in common: (1) We all want interesting shops and eateries; (2) We want "mixed" housing as originally envisioned, not a student ghetto; and (3) We want to protect the town's long-term interests.

A word about passions. I know that when I turn out to support a school budget, or try to protect Mansfield's water resources and residential neighborhoods, or defend the Mansfield Community Center against detractors, it's from a deep and spirited investment in the community.

The same is true, I'm sure, for those who support Storrs Downtown. But a distinction should be drawn between such advocacy and the stance of our paid professional staff and others in a position of public trust. We count on them for objectivity and fairness.

Recent events should raise red flags for such officials and for the rest of us, whatever our history with Storrs downtown.

If we're seeking "mixed" housing, why did Leyland Alliance partner with EDR, a company whose main business is building housing for students? Can the town insist that Leyland find a more suitable partner? What protections does the town need?

Let's put tough questions to our town attorney. The pending agreement is complex, involving multiple land transfers, layered ownership, and overlapping legal and financial obligations. We've seen similar deals end in nightmare lawsuits for Willimantic and New London.

What are the town's options at this point?

Before signing this agreement, the Town of Mansfield should think long and hard.

David Morse
Storrs

Editor: 12/21

The public conversation about "student housing" in Storrs Center continues to amaze and distress me.

There seems to be no input from anybody who has ever managed student housing. As a former director of housing at a university, I would like to suggest that the question of whether the EDR proposal is "for" students isn't half as important as the ways in which tenants who live in these apartments behave.

EDR builds student housing. It has presented the Storrs complex to its stockholders as student housing in its description of current projects. In the United States, people can generally live anyplace they want to live. Students are people and can live anyplace they want to live as long as they can afford the rent and comply with the terms of the lease they sign.

It doesn't matter whether we call this project student housing or not. What matters is the behavior of the tenants and the control which the landlords are willing to maintain.

Leases that stipulate what behavior is unacceptable and the conditions under which tenants will be evicted or penalized are far more important than student status. The availability of police to respond to disruptions, illegal parking, overflowing trash and illegal or unacceptable public behavior are the issues that Mansfield citizens should be concerned about.

If students act like responsible adults, we will have acceptable housing conditions in Storrs Center.

If they don't, they should be treated like adults who are creating a public nuisance, just as they would be treated if they were not students. A little more clarity and a bit more reliance on accurate information from people who are experienced housing managers would improve this conversation dramatically.

Jane Fried
Mansfield Center

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