

# Memo

To: Town Council  
From: Matt Hart, Town Manager *MH*  
CC: Town Employees  
Date: December 29, 2010  
Re: Town Manager's Report

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

## Departmental/Division News

- *Adrienne Storm Report*
  - *Emergency Management* - On Sunday afternoon the Office of Emergency Management participated in a conference call with the Governor and DEMHS staff to review the potential impacts of the storm and to ensure power restoration and sheltering (if needed) would be a planned and coordinated effort. Staff verified the town's shelter status and operation plans in the event that shelters would be needed. In addition, staff worked with the Town Manager to coordinate a potential delayed opening of municipal buildings. While the amount of snow (6 – 8 inches) that was received was less than the 10 – 20 inches that had been predicted, the wind did cause some power outages (Monday morning was the period of maximum customer outages 26). Staff received reports from CL&P and worked with CL&P to ensure that all known service outages had been restored as early as possible. CL&P reported that they had been able to restore power to all Mansfield customers by Monday evening.
  - *Fire & Emergency Services* - On Sunday, December 26<sup>th</sup> the first major winter storm of the season occurred. In anticipation of this weather event the fire department staffed the second ambulance at Station 307 from 6:30 p.m. on Sunday to approximately 6:30 p.m. on Monday. In addition, the department staffed Stations 107 and 207 with one additional firefighter at each station from 6:30 p.m. on Sunday to approximately 3:30 p.m. on Monday. During the 24 hour period identified the department responded to twelve (12) calls for service; call types were as follows: Emergency Medical Service 5; Motor Vehicle Accident 1; Power Lines Down 2; Tree Fell on House (no injuries) 1; Mutual Aid (given) 3.
  - *Public Works* - The Town DPW was on the road from noon on Sunday through 3 PM on Monday tending to this last storm. All available personnel were deployed. (Three trucks were called in again at midnight on Monday to plow off drifts.) While snowfall totals were less than predicted, drifting due to the high winds was a problem in the usual places on Mansfield roads (Browns Road, Mansfield City Road, Bassetts Bridge Road, Stearns Road, East Road, etc.) and in parking lots. Portions of the Beech Mountain subdivision were closed due to downed wires. Most of the equipment ran well, with one truck repaired out on the road (in some pretty tough conditions) by Mechanic Shawn Jennerwein.
- *Facilities Management*
  - *New Photovoltaic Systems Installed* - The Town of Mansfield recently expanded its use of on-site renewable energy. As of December 20, 2010, four more municipal buildings were added to the count of operating photovoltaic systems on Mansfield's rooftops. The first 83 kilowatt (kW) solar system was placed on the Mansfield Community Center's roof in 2008 supplying about a third of the Center's electrical needs. E.O. Smith High School was the second building to be awarded a free 3 kilowatt photovoltaic system through the Connecticut Clean Energy Fund. The Mansfield Library, Mansfield Senior Center, Fire Station #107 (on Route 32) and Fire Station #307 (on Route 195 by the Altnaveigh Restaurant) are the recipients of the newest solar installations. The Town has contracted with the company, DCS Energy. Thanks to state and federal grants, DCS Energy has been able to offer the solar systems to the Town for free. Additionally, the electrical power generated from the panels will also be free. The Library has a 4.5 kW system, the Senior Center has an 8 kW system, Fire Station

#107 has a 4.5 kW system and Fire Station #307 has a 6 kW system. To gauge the size of these systems, a "typical" household would need a 7 kW system to power all its electrical needs. Although these are small photovoltaic systems, we estimate that they will supply each building with about a third of its electrical energy and reduce our electric bills by a total of \$600 per month. For more information about the solar systems, contact Bill Hammon, Director of Facilities Management at 860-429-3326.

- *Human Services*

- *Holiday Giving Program* - The Department of Human Services completed a very successful holiday giving program last week, after experiencing a significant increase in demand despite a decrease in the total number of sponsors. Through the generosity of a large number of donors, including Town Hall employees, all requests for holiday assistance were met either with food, gifts, cash, or a combination of the three. Sixty-six families received food baskets from the Storrs Congregational Church, supplemented by a number of organizations, businesses, and private donors. 74 families received gifts from different groups, organizations, Town Hall employees and private citizens and 43 families received a monetary gift from the Mansfield Holiday Fund. This year the Department assisted the Mansfield Holiday Fund with the donor mailing and program administration, and more than \$12,000 was collected from more than 150 families and individuals. All of these efforts resulted in helping families experience a happy holiday season during a time of significant need, and we are grateful to all who contributed to this endeavor!

- *Parks and Recreation*

- The ice rink is now open to the public. The rink is available free of charge to anyone who wishes to use it. Users do not need to be members of the Community Center. The open hours are the same as the community center hours: 5:30 a.m.-10 p.m. on Mon. through Sat. and 8 a.m.-9 p.m. on Sundays.
- The Parks and Recreation Department had its second Giving Week Dec. 20-26. (the building was closed on Dec. 25). The first one was during Thanksgiving week. 15 Fitness and Recreation instructors donated 44 hours of their time during the two Giving Weeks; during the program classes were free of charge to the general public (not just members) with a voluntary donation to the Mansfield food pantry.
- During the two weeks following Christmas (Dec. 27-Jan. 9), members and day pass users can take advantage of free fitness classes. These are mini-sessions that were started do to the popular demand of the participants who didn't want to stop exercising just because it was holiday time. The mini-sessions are free of charge to members. Non-members pay the daily fee. Schedules are available at the Community Center.

### **Major Projects and Initiatives**

- *Assisted/Independent Living Project* – On January 12<sup>th</sup>, staff and I will meet with representatives from Masonicare and UConn to discuss Masonicare's water and wastewater needs for its Mansfield project. The Council also has the project scheduled for discussion at one of its January 2011 meetings.
- *Police Services Study* – the steering committee will meet next week to debrief the information-gathering phase of the project, including the focus groups and on-line survey, and to discuss next steps with the study.
- *Regionalism Committee* – Neal Beets from Windham and I are meeting with department heads and key staff to discuss opportunities for regional initiatives and service sharing. We met recently with public works staff and have a meeting scheduled with parks and recreation in January. I have also been participating in WINCOG work sessions on service sharing. I will schedule a meeting of the Regionalism Committee so that I can brief the members on these recent activities.
- *School Building Project* – I attended last week's meeting of the School Building Committee where we discussed the Council's directives. As a next step, the school administrators will meet to discuss potential means to lower the overall project cost for Option E (two new elementary schools and various renovations to Mansfield Middle School) and will report back to the building committee later in January.

### **Member Organizations**

- *Storrs Farmers Market* - The Storrs Winter Farmers Market is now open! Now in its third year, the Winter Market is open on the 2<sup>nd</sup> and 4<sup>th</sup> Saturdays from now through April from 3:00 – 5:00 pm in the Buchanan Auditorium at the Mansfield Public Library. The Winter Market features a wide variety of CT Grown items, including fresh vegetables; cold-storage produce (e.g. apples, squash); beef, lamb, and pork; goats milk cheeses; fresh-baked breads, pies, and cookies; and much more. For more information or to sign up for weekly emails from the Market, please contact [StorrsFarmersMarket@gmail.com](mailto:StorrsFarmersMarket@gmail.com).

### **Special Events**

- *Winter Fun Day* - The Mansfield Downtown Partnership, Mansfield Community Center, and Town of Mansfield invite area residents to the 5<sup>th</sup> Annual Winter Fun Day! Winter Fun Day will be Saturday, February 12 from 11:00 am to 2:00 pm at the Mansfield Community Center. Many great, family-friendly activities are planned, including ice skating (weather permitting), horse drawn wagon rides, ice sculptures, and crafts. For more information, please contact the Partnership office (860.429.2740 or [mdp@mansfieldct.org](mailto:mdp@mansfieldct.org)). [Inclement weather date is Saturday, February 19.]

### **Upcoming Meetings\***

- Police Study Steering Committee, January 3, 2011, 2:00PM, Council Chambers, Audrey P. Beck Municipal Building
- Inland Wetlands Agency/Planning and Zoning Commission, January 3, 2011, 7:00PM, Council Chambers, Audrey P. Beck Municipal Building
- Special Town Council Meeting, January 4, 2011, 6:30PM, Council Chambers, Audrey P. Beck Municipal Building
- Agriculture Committee, January 4, 2011, 7:00PM, Conference Room B, Audrey P. Beck Municipal Building
- Mansfield Advocates for Children, January 5, 2011, 5:00PM, Council Chambers, Audrey P. Beck Municipal Building
- Ethics Board, January 6, 2011, 4:30PM, Conference Room B, Audrey P. Beck Municipal Building
- Community Quality of Life Committee, January 6, 2011, 7:30PM, Council Chambers, Audrey P. Beck Municipal Building
- Housing Code Board of Appeals, January 10, 2011, 5:30PM, Conference Room C, Audrey P. Beck Municipal Building
- Town Council, January 10, 2011, 7:30PM, Council Chambers, Audrey P. Beck Municipal Building

*\*Meeting dates/times are subject to change. Please view the Town Calendar or contact the Town Clerk's Office at 429-3302 for a complete and up-to-date listing of committee meetings.*

Mansfield, Connecticut      Town Council Meeting      Dec. ~~27~~, 2010  
Public comment by David Freudmann, 22 Eastwood Rd.,      29  
   Storrs, CT 06268,      860-429-0763  
Topic: Storrs Center Project, Authorization Vote Imminent

The Town Council is poised to vote, perhaps on Jan. 4, 2011, on approval of a contract with the developers of Storrs Center. A key feature of this public-private partnership is the town's commitment to own and maintain a parking garage. In the absence of the promised detailed Parking Management Plan from the Parking Steering Committee for Storrs Center, you obviously have no idea what the operating costs to the town will be. Therefore, any Council member who votes for this is, in my view, violating his or her obligation to be a prudent guardian of the town's finances.

The negatives of the Storrs Center project are manifest to all but the obtuse. The project is devoid of any economic justification. Otherwise a real developer would have offered to buy the property and develop it on his own - including parking - and without getting permitting-fee waivers and tax abatements. Public-private partnerships occur when the local government wants development in a location the free enterprise system is not interested in. The public loses every time: witness Windham Mills, Fort Trumbull in New London and the site of the former Colt Firearms factory in Hartford. The idea of public ownership of a parking garage is inane. If there were even a chance that a garage would be profitable, then a proprietor would want to build, equip and operate one himself.

The University of Connecticut owns that downtown. It has long sought its reconfiguration as a boutique recruitment tool for faculty, students and staff, and it wants Mansfield to arrange it. Over the past eleven years, this Town Council has been deftly manipulated by UConn, and proven itself both gullible and malleable.

If you approve this contract, you will reduce the town to the status of indentured servitude to Leyland Alliance and Education Realty Trust, or their successors. Mansfield will be in thrall to them for at least fifty years, as the town will be legally required to manage and maintain a money pit of a parking garage and related operations of controlled parking in the parking district, at whatever cost. This is a debacle in the making.

Over the past decade you have squandered \$2 million of town funds on the Storrs Center project, mostly on lawyers, consultants and a municipal development agency - the Mansfield Downtown Partnership. You now have two choices. You can vote yes and approve the contract, throw good money after bad, and commit the town to owning a parking garage that will spill red ink over the town's budgets for at least fifty years. Or, you can vote no, stop the bleeding, withdraw from the Storrs Center project, disband the Mansfield Downtown Partnership, and remind UConn that it can do whatever it wants with its property.

The choice is yours.

DF

29 December 2010

Good evening. After reading the proposed Development Agreement, I have some comments and questions to which I would like answers.

Why is the town signing this agreement and not the Downtown Partnership which already has agreements with SCA?

Given the contractual obligations of SCA with the university to build an additional multi-level garage in the Bishop Center lot, what is the true economic viability of the parking garage provided with phase 1A?

. With the tax abatements given to the developer, almost \$5 million, and the additional personnel the town will undoubtedly add, police, fire, housing inspectors, public works, a "parking czar", and various other support personnel, the taxpayers will take it on the chin and in the wallet. The revenues in the near future will be non-existent from this project and will result in another burden to the taxpayers.

I would conclude that this agreement is NOT good for the taxpayers of Mansfield

Finally I would ask those councilors who sit on the Downtown Partnership board of directors to abstain from voting on this agreement to avoid any appearance of conflict of interest. As a taxpayer I would have problems determining whether your vote was in the interest of the taxpayers of Mansfield or to further the objectives of the Downtown Partnership.

Thank you  
Ric Hossack  
Storrs

December 29, 2010

To: Mansfield Town Council  
From: Betty Wassmundt, Storrs

**RE: Pending Agreement Town of Mansfield (Town) and Storrs Center Alliance (SCA)**

3 ~~First~~, I FOI'd Uconn/SCA contracts and learn that:

1. There is a second multi-level parking garage SCA is committed to build on the Bishop Center parking lot. Why were people not told this. Do you know it? What is the impact on the operation of the town garage?
2. That SCA is purchasing more property from Uconn than is needed for the Project as originally presented. Why and what is planned for these parcels? Note: the Project is presented differently now. Do you know that?

1 ~~Next~~, I'm in favor of a Downtown renovation; I don't even mind huge apartment complexes and a parking garage. I don't even care if that's all that's ever built so long as it makes economic sense for the people of this town. With the terms of this Agreement, it does not.

2 The Council, you, by Charter, is charged with preservation of the general welfare of the town and its inhabitants. This Agreement impacts the economic welfare of the people. You should not rush to sign it next week just to honor one council member.

It's impossible to delineate all the problems with this Agreement in 5 minutes so here are a few:

1. SCA has no commitment to this town beyond this Agreement, phases 1-A & 1-B; their commitment is to The Partnership, a separate, distinct corporation. The commitment there is minimal. SCA can cut out after this is done.
2. The economics work for SCA but not the town.
3. The Town Green has all but disappeared and is exclusively for the economic use of SCA, not the town yet the town is responsible for it
4. EDR is not an appropriate partner to do general apartment housing. Example: You tell me to build you a chinese restaurant. I say: I have the perfect builder. He very successfully builds and owns pizza houses but don't worry, I told him you want a Chinese restaurant.
5. With this Agreement, all the risk is on the town. SCA is well protected; the town's financial liability is open ended.
6. None of the data town staff/consultants shows any real financial gain to this town and with this Agreement you may never see tax money.
7. This Agreement is loaded with "feel good" statements which have no legal standing such as: "I'll discuss it with you, etc." Take them out and look at what's left.

You have no obligation to SCA; don't proceed with signing this Agreement next week. The Charter commits you to protecting the welfare of the people of this town.

I ask you, again, to hold one or more interactive public session so that people who have been away for holidays and people who have read this Agreement can discuss their concerns with you. Show the people that you, the Council, are accountable for accepting or rejecting this Agreement. This is too important economically not to. Show people that you have read and understand this Agreement.

Town of Mansfield  
 Storrs Center Project  
 Development Agreement - Phase 1A/1B  
 December 29, 2010  
 Risk Management Matrix

<u>Article Title</u>	<u>Risk</u>	<u>Management/Mitigation Measures</u>
3	Intermodal/Parking Facility	Cost over-run
		Value engineering process to adjust project scope to reduce costs to meet budget 10% budget contingency
	Cost over-run to build alternate design	SCA to fund over-run in exchange for future tax abatement
	Town does not receive grant funds	Developer parties have right to fund any budget deficiency to allow construction of alternate design
		Force majeure event relieving Town of obligations
4	Storrs Rd & Dog Lane Improvements	Cost over-run
		Value engineering process to adjust project scope to reduce costs to meet budget 10% budget contingency
		SCA to fund over-run in exchange for future tax abatement
	Town does not receive grant funds	Force majeure event relieving Town of obligations
5	Transit Pathway Improvements	Cost over-run
		Value engineering process to adjust project scope to reduce costs to meet budget 10% budget contingency
		SCA to fund over-run in exchange for future tax abatement
	Town does not receive grant funds	Force majeure event relieving Town of obligations
6	Environmental	Environmental contamination
		SCA to investigate and clean-up any environmental contamination on land to be conveyed to Town
		Town reserves right to reject conveyance of property and to work with developer parties to seek alternatives
		SCA shall indemnify and defend the Town if SCA fails to meet its obligations under this article
7	Gov't Approvals	Role of permitting authorities
		STC certificate, performance bond obligation
		Execution of development agreement is not intended to supplant or influence role of Town's permitting authorities (e.g. PZC, IWA)
		If necessary, will be funded via project budget using grant proceeds

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 Risk Management Matrix

Article Title	Risk	Management/Mitigation Measures
8	Developer Party Improvements  Developer does not build to pro forma  Cap on certain permit fees for future phases  EDR management of residential component  Maintenance of private improvements	Developer required to construct to minimum build-out  Cap is designed for full cost recovery of direct inspection services and set at \$12/\$1000 of construction; Town has right to adjust fees every 3 years based upon CPI, subject to max increase of 10%.  EDR required to provide on-site mgm't, market to general public, lease by entire dwelling unit, provide 12-month leases and comply with mgm't practices customary for operation of 1st-class apartment project  All parties required to maintain improvements in a 1st class manner
9	Parking  Deficit on operations budget  Building casualty not covered by required insurance  Garage not completed on schedule; interim parking required  Capital maintenance costs exceed balance of repair & replacement reserve  Capital maintenance costs in 2nd half of term  Conflicting parking rates	Long-term lease agreement with EDR SCA to assume management of parking for an initial 7-yr period. SCA shall collect all proceeds and assume liability for any operational deficit. If casualty not covered by specified insurance, Town has right to terminate lease and developer parties have right to acquire property and balance of reserve fund for \$1 "as is with all faults." Parking lot for 212 spaces for 1A could cost \$300,000-\$400,000. However, due to schedule construction of interim parking lot unlikely. Town would work with Developer and adjacent property owners to identify interim parking, including remote parking with shuttle option. EDR to pay lesser of lease obligations or actual cost to provide interim parking. Staff would recommend establishment of parking authority with ability to issues its own debt, using parking revenue to pay partial/full cost of debt. Other options could include lease with parking operator or leaseback with financing entity. Beginning in 51st year, Town to continue to maintain garage in good order and condition but liability limited to funds available in reserve. If Town determines garage needs to be rebuilt Town may terminate lease and developer parties have right to acquire property and balance of reserve fund for \$1 "as is with all faults." Town shall set the parking rates for parking under its control, subject to SCA's reasonable approval. SCA shall set the parking rates for parking under its control, subject to the Town's reasonable approval.
10	Relocation  Eligible relocation costs exceed budget	Costs shared 50/50 with SCA. Town to fund its share using CNR contributions and/or revenue derived from project.

Town of Mansfield  
Storrs Center Project  
Development Agreement - Phase 1A/1B  
December 29, 2010  
Risk Management Matrix

Article	Title	Risk	Management/Mitigation Measures
11	Town Square	Conflicting uses of Town Square	Town has ability, without SCA approval, to host weekly farmer's market, as well as art shows, craft fairs, antique markets and similar uses, according to schedule to be developed by Partnership after receiving input from SCA and Town
			Commercial purposes incidental to not-for-profit use allowed
			Provisions of license agreement between Town and SCA ("Town Square License Agreement") shall not interfere with public's First Amendment Rights
12	Public Streets, Etc	Construction coordination	Parties have responsibility to coordinate activities and to allow reasonable access
15	Dispute Resolution	Disputes between parties	Agreement provides for comprehensive dispute resolution process consisting of negotiation, mediation and arbitration, including specified rules for arbitration
16	Representations & Warranties	Developer party not duly authorized, insolvent, lacks control of real property, etc.	Agreement requires comprehensive set of representations and warranties
17	Transfers & Assignments	Developer party transfers in interest	Agreement provides comprehensive set of requirements re transfers of interest and mortgages. Developer party may not transfer real property prior to substantial completion of improvements. Town's tax levies shall be superior to any mortgage.
18	Defaults & Remedies	Developer party default	Agreement provides Town with certain remedies in instance of Developer party default, including actual damages, rights under performance bond and dispute resolution process as well as other legal action
19	Special Conditions	Town initiates construction on garage; developer improvements delayed Developer parties unable to proceed to construction phase	Developer must satisfy various conditions (e.g. construction of 1A, binding construction loan commitments) before the Town initiates construction on the garage If one of the developer parties has not commenced construction on certain elements within 24 months, Town has right to submit request to arbitration seeking termination of Agreement
21	Restricted Uses & Transfers	Prohibited uses Developer party transfer to tax exempt entity	Adult-oriented establishments prohibited Developer restricted from transferring private improvements to tax-exempt entities for a period of 20 years, without the consent of Town

Town of Mansfield  
 Storrs Center Project  
 Development Agreement - Phase 1A/1B  
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 Risk Management Matrix

Article Title	Risk	Management/Mitigation Measures
22 Insurance & Indemnification	Developer's insurance obligations	Agreement requires all parties to carry certain levels of insurance and to indemnify one another in certain circumstances
24 Miscellaneous	Developer's obligations to guarantee obligations under Agreement, parking lease and related agreements	Agreement provides detailed form of guarantee (see scheduled 24.12)