



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, May 9, 2011
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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CALL TO ORDER	
ROLL CALL	
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FUTURE AGENDAS

EXECUTIVE SESSION

ADJOURNMENT

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
April 19, 2011

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Library Media Center of Edwin O. Smith High School.

I. ROLL CALL

Present: Keane, Kochenburger, Lindsey, Moran, Paterson, Paulhus, Ryan, Schaefer

Excused: Shapiro

II. ADOPTION OF BUDGET AND RECOMMENDED APPROPRIATIONS

Town Manager Matt Hart and Director of Finance Cherie Trahan presented additional potential adjustments to the Proposed FY 2011/12 Budget. Information regarding the proposed purchase of an additional ambulance was also provided.

Mr. Ryan moved and Mr. Kochenburger seconded to approve the following resolutions which include the changes to the budget as presented by the Town Manager and Director of Finance. (List of adjustments attached)

RESOLVED: That the General Fund Budget for the Town of Mansfield, appended totaling \$34,420,920 is hereby adopted as the proposed operating budget for the Town of Mansfield for the fiscal year July 1, 2011 to June 30, 2012.

RESOLVED: That the Capital Fund Budget for the Town of Mansfield, appended totaling \$2,178,000 is hereby adopted as the capital improvements to be undertaken during fiscal year 2011/12 later years.

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2011 to June 30, 2012 in the amount of \$1,030,000 be adopted.

Ms. Keane distributed a list of additional potential adjustments to the 2011/12 Proposed Budget. (List attached)

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to remove the South Eagleville Walkway from the budget. The motion failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Lindsey moved and Ms. Keane seconded to amend the motion to remove the additional pool car from the budget. The motion passed with all in favor except Ms. Paterson who voted no and Mr. Schaefer who abstained.

Ms. Lindsey moved and Ms. Keane seconded to amend the motion to reduce Communication Equipment from \$20,000 to \$18,000. The motion failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

April 19, 2011

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to reduce Community Center Improvements from \$30,000 to \$27,000. A friendly amendment made by Mr. Ryan reduced the budgeted amount to \$28,000. The motion as amended passed unanimously.

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to reduce Park Improvement funding from \$15,000 to \$10,000. The motion failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to reduce the budget for Large Bridge projects from \$50,000 to \$35,000. The motion failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Lindsey moved and Ms. Keane seconded to amend the motion to reduce the budget for Transportation/Walkways from \$110,000 to \$60,000. The motion failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to eliminate additional lifeguard hours from the budget. Council members discussed the subject and the relevance of the subject to the budget deliberations. Mr. Schaefer called the question, seconded, the motion passed unanimously. The motion to amend failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Lindsey moved and Ms. Keane seconded to amend the motion to eliminate the additional hours for staff to address issues of Sustainability. The motion to amend failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to eliminate Housing Inspection overtime. The motion to amend failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Lindsey moved and Ms. Keane seconded to amend the motion to eliminate Legislative food supplies from the budget. The motion to amend failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to reduce library services by \$7,000 (\$2000 from equipment and \$5000 from other). The motion was withdrawn.

Ms. Lindsey moved and Ms. Keane seconded to amend the motion to reduce the Senior Center dishwasher from \$17,000 to \$15,000. The motion to amend failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Ms. Keane moved and Ms. Lindsey seconded to amend the motion to increase the McSweeney Center funding from \$1,500 to \$6,500 and to reduce the United Services funding from \$8,000 to \$3,000. Mr. Kochenburger requested the items be voted on individually. By consensus the Council agreed to divide the question. The motion to amend the motion to increase the McSweeney funding from \$1500 to \$6500 passed unanimously. The motion to amend the motion to reduce the United Services funding from \$8,000 to \$3,000 failed with Keane, Lindsey and Paulhus in favor and Kochenburger, Moran, Paterson, Ryan and Schaefer opposed.

Mr. Ryan moved and Mr. Paulhus seconded to approve the motion as amended. The amended motion now reads:

RESOLVED: That the General Fund Budget for the Town of Mansfield, appended totaling \$34,401,920 is hereby adopted as the proposed operating budget for the Town of Mansfield for the fiscal year July 1, 2011 to June 30, 2012.

RESOLVED: That the Capital Fund Budget for the Town of Mansfield, appended totaling \$2,154,000 is hereby adopted as the capital improvements to be undertaken during fiscal year 2011/12 later years.

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2011 to June 30, 2012 in the amount of \$1,006,000 be adopted.

The motion to approve passed with Kochenburger, Moran, Paterson, Paulhus, Ryan and Schaefer in favor and Keane and Lindsey opposed.

Mr. Ryan moved and Mr. Schaefer seconded to approve the following resolutions:

It is further resolved, that the following Appropriations Act be recommended for adoption at the annual Town Meeting for budget consideration:

RESOLVED: That the proposed General Fund Budget for the Town of Mansfield for fiscal year July 1, 2011 to June 30, 2012 in the amount of \$34,401,920 which proposed budget was adopted by the Council on April 19, 2011, be adopted and that the sums estimated and set forth in said budget be appropriated for the purpose indicated.

RESOLVED: That in accordance with Connecticut General Statutes Section 10-51, the proportionate share for the Town of Mansfield of the annual budget for Regional School District No. 19 shall be added to the General Fund Budget appropriation for the Town of Mansfield for fiscal year July 1, 2011 to June 30, 2012 and said sums shall be paid by the Town to the Regional School District as they become available.

RESOLVED: That the proposed Capital Projects Budget for fiscal year July 1, 2011 to June 30, 2012 in the amount of \$2,154,000 be adopted provided that the portion proposed to be funded by bonds or notes shall, at the appropriate

April 19, 2011

times, be introduced for action by the Town Council subject to a vote by referendum as required by Section 407 of the Town Charter.

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2010 to June 30, 2011 in the amount of \$1,006,000 be adopted.

The motion to approve passed with Kochenburger, Moran, Paterson, Paulhus, Ryan and Schaefer in favor and Keane and Lindsey opposed.

III. ADJOURNMENT

Mr. Paulhus moved and Mr. Ryan seconded to adjourn at 9:10 p.m.
Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

April 19, 2011

Proposed FY 2011/12 Budget
Potential Adjustments

Expenditure Adjustments:

Reduce the contribution to Fund Balance from \$250k to \$200k		\$ (50,000)
Reduce capital contribution:		
Public Safety - Commun. Equip from \$25k to \$20k	(5,000)	
Public Safety - Fire Hose from \$20k to \$15k	(5,000)	
Comm. Serv - Park Improve from \$20k to \$15k	(5,000)	
Public Works - CAD Upgrades from \$25k to \$20k	(5,000)	
Public Works - Road Resurfacing from \$330k to \$325k	<u>(5,000)</u>	(25,000)
Reduce Library staffing costs due to additional retirement		(12,800)
Reduce medical insurance		(10,000)
Add full funding for Meals on Wheels		1,230
Reduce travel & conference fees across the board 10%		(2,000)
Reduce Parks Advisory budget for park brochures		<u>(2,000)</u>
Net Expenditure Adjustments		\$(100,570)
(Mill rate equivalent = 0.10)		

Revenue Adjustments:

Additional State Revenue for Municipalities:		
Conveyance Tax Increase	85,000	
Retail Sales	-	
Room Occupancy	<u>-</u>	
Revenue Adjustments		<u>85,000</u>
(Mill rate equivalent = 0.09)		

Total Potential Adjustments		<u>\$ 185,570</u>
(Mill rate equivalent = 0.19)		

MILL RATE RECAP:

Manager's Proposed as Adjusted Above		26.70
Current Mill Rate		<u>25.71</u>
Increase/(Decrease)		0.99
% Increase/(Decrease)		3.86%

IMPACT ON MEDIAN TAXPAYER:

Median household full value (100%)		\$ 241,100
Median household assessed value (70%)		\$ 168,770
Current Taxes		\$ 4,339
Proposed Taxes		<u>4,507</u>
Proposed Increase		<u>\$ 168</u>

IMPACT OF FURTHER REDUCTIONS:

For every \$100,000 of expenditure reductions:		
Mill Rate would decrease		0.10
Reduction to the median taxpayer		\$ 18

ESTIMATED TAX WARRANT AND LEVY
TOWN OF MANSFIELD
2011/12

Amount to Raise by Taxation	Dollars	Equivalent Mill Rate
1. Proposed Budget		
Mansfield School Board	20,572,170	
Town General Government	13,848,750	
Total Town	34,420,920	
Region 19 General Fund Contribution	9,729,230	45.34
2. Plus: Fund Balance Reserve	200,000	0.21
3. Less:		
Tax Related Items	510,000	
Municipal Tax Increase	85,000	
Non-Tax Revenues	18,228,630	
App. Of Fund Balance	18,823,630	19.33
Amount to Raise by Taxes (current levy)	\$25,526,520	26.22
<u>Tax Warrant Computation</u>		
1. Amount to Raise by Taxes (current levy)	\$25,526,520	26.22
2. Reserve for Uncollected Taxes	440,000	0.45
3. Elderly Programs	34,300	0.04
Tax Warrant	\$26,000,820	26.70
<u>Mill Rate Computation</u>		
1. Tax Warrant	26,000,820	= 26.70
2. Taxable Grand List	973,722,578	
Proposed Mill Rate	26.70	
Current Mill Rate	25.71	
Increase (Decrease)	0.99	
Percent Increase (Decrease)	3.86%	

Notes: Includes Region 19 at Board adopted level
 Includes adjustment to Res. State Trooper Program estimate of \$63,000
 Includes adjustments to grand list - changes made by BAA and appeals
 Includes \$85,000 of proposed increases to municipal state taxes
 Reflects \$50,570 of expenditure adjustments
 Reflects \$50,000 reduction in fund balance reserve

Proposed FY 2011/12 Budget
Potential Adjustments

Expenditure Adjustments

No reduction to the contribution to Fund Balance

Reduce capital contribution:

Central Government – Pool Car from 22K to 0	\$ 22,000	
Public Safety – Community Equipment from 25K to 18K	\$ 7,000	
Public Safety – Fire Hose from 20K to 15K	\$ 5,000	
Public Safety - Ambulance 507 from 210K to 0	\$210,000	
Community Services – Community Center from 30K to 27K	\$ 3,000	
Community Services – Park Improvements from 20K to 10K	\$ 10,000	
Public Works – CAD Upgrades from 25K to 20K	\$ 5,000	
Public Works – Large Bridges from 50K to 35K	\$ 15,000	
Public Works – South Eagleville Walkway from 400K to 0	\$400,000	
<u>Public Works – Transportation/Walkways from 110K to 60K</u>	<u>\$ 50,000</u>	<u>(727,000)</u>
Reduce Library staffing cost due to additional retirement		(12,800)
Eliminate additional lifeguard hours (P&R)		(?)
Eliminate additional Sustainability hours (P & R)		(10,000)
Eliminate Housing Inspection Overtime		(9,000)
Eliminate Legislative Food Service Supplies		(1,500)
Reduce <u>additional</u> Fire & Emergency hours from 20 to 10		(?)
Reduce Travel and Conference fees across the board 10%		(2,000)
Reduce Parks Advisory budget for park brochures		(2,000)
Reduce Library Services by 7K (2K equipment, 5K other)		(7,000)
Reduce Senior Center Dishwasher to 15K		(2,000)
Add full funding for Meals on Wheels		1,230
Increase McSweeney Center funding from 1.5K to 6.5K		(5,000)
<u>Reduce United Services funding from 8K to 3K</u>		<u>5,000</u>
		(772,070) plus

Revenue Adjustments

Increase library fines on overdue materials from .05 to .10 10,000

Additional State Revenue fro Municipalities 214,420

224,420

Total Potential Adjustments \$ 996,490 plus

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

April 14, 2011

Draft

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. at the Mansfield Middle School.

I. ROLL CALL

Present: Lindsey, Moran, Paterson, Ryan, Paulhus, (6:50 p.m.), Keane (7:00 p.m.)

Excused: Kochenburger, Shapiro, Schaefer

II. BOARD OF EDUCATION

Mayor Paterson welcomed members of the Board of Education and the Superintendent of Schools to the meeting. Board Chair Mark LaPlaca reported the Board's approved budget is .08% lower than the current budget. Mr. LaPlaca presented a review of items that the Board would like to see reinstated after being deferred from last year's budget. Superintendent Fred Baruzzi summarized on procedures and guidelines regarding enrollment; class sizes; pupil expenditures and student enrollment projections.

III. SCHOOL BUILDING PROJECT

Cherie Trahan, Director of Finance submitted an analysis on the four school renovation project. She discussed potential costs on building two new schools and maintaining the four current schools. Funding would be done through the capital improvement program and bonds issued as needed. Ms. Trahan recommended increasing the funding for special maintenance projects to build a reserve to cover any potential unplanned future repairs. Bill Hammond, Director of Facilities suggested the Town take a reactive approach to any maintenance projects that arise.

At this time the Council moved the special meeting to the Library.

IV. BUDGET DELIVERATIONS AND SUPPLEMENTAL INFORMATION

Cherie Trahan, Director of Finance updated the council on various items that were previously flagged from prior budget workshops.

Matt Hart, Town Manager reviewed the fire department shift staffing policy and discussed the request for the replacement of Ambulance 507.

Ms. Trahan reviewed the potential expenditure/revenue adjustments to the budget; recapped the proposed mill rate accordingly and discussed the impact on the median household.

V. ADJOURNMENT Mr. Ryan moved and Mr. Paulhus seconded to adjourn at 8:10 p.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Christine Hawthorne, Asst. Town Clerk

April 14, 2011

REGULAR MEETING – MANSFIELD TOWN COUNCIL
April 25, 2011

DRAFT

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

I. ROLL CALL

Present: Keane, Kochenburger, Lindsey, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Mr. Schaefer seconded to approve the minutes of the April 12, 2011 Special meeting as amended. The motion passed unanimously. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the April 11, 2011 as presented. The motion passed unanimously. Mr. Paulhus moved and Mr. Shapiro seconded to approve the minutes of the April 4, 2011 Special meeting as presented. The motion passed with all in favor except Mr. Ryan and Mr. Schaefer who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Omar Kouatly, Fern Road, urged the Council to address the ongoing problem property located at 76 Fern Road. It is Mr. Kouatly's understanding that the current owner of the bus garage has expressed an interest in giving the property to the Town. Mr. Kouatly recognized other residents from the neighborhood who were in attendance and asked that the Council review this opportunity for a change in the status of the property.

Judith Kucharski, Highland Road, requested an ordinance be enacted to prohibit dirt bikes and ATVs from being operated at least on smaller lots in Town. In a letter submitted at the last meeting Ms. Kucharski described how she and her family are unable to enjoy their property because of constant noise from these vehicles.

Youssef Kouatly, Fern Road, commented on how everyone in the neighborhood cares for their properties with the exception of the abandoned bus garage. Mr. Kouatly believes it is time for the Town to take over the property, remove the building and clean up the area. The land could then be sold as a building lot or turned into a park.

Sharry Goldman, Browns Road, submitted a petition urging the Council to reopen the request for proposals and recruit a developer willing to move forward expeditiously on an Assisted Living Facility. (Petition attached)

Carol Pellegrine, Clover Mill Road, offered congratulatory comments to UConn, the State Police, the University Police, Town Administrative Officials, Emergency Services and apartment owners for their efforts on Spring Weekend. Ms. Pellegrine feels that enforcement made a big difference.

John Saddlemire, Sheffield Drive, commented on the number of children currently living in the area of the Fern Road bus garage and noted that the current situation is an invitation for problems. Mr. Saddlemire stated that the neighborhood would be supportive of the Town's efforts to mitigate the situation.

Alison Hilding, Southwood Road, requested the Town engage the services of Gail Batchelder of Loureiro Engineering to advise the Town on drinking water and environmental concerns in the Hunting Lodge Road area. (Statement attached)

Betty Wassmundt, Old Turnpike Road, commented on the budget proceedings especially on the South Eagleville walkway and the new ambulance. (Statement attached)

April 25, 2011

Mayor Paterson thanked Mr. Saddlemire for the efforts of the University to make Spring weekend a non-event and for all the help and cooperation provided.

IV. REPORT OF TOWN MANAGER

Town Manager Matt Hart outlined the history of the Town's involvement with the abandoned bus garage on Fern Road and noted that staff is reviewing possible environmental issues and options. A report will be forthcoming.

The Town Manager suggested the issues raised by Ms. Kucharski regarding the use of dirt bikes and ATVs be referred to the Community Quality of Life Committee and will also be reviewed at a staff level.

Ms. Hilding's concerns as outlined in her letter will also be reviewed at a staff level and feedback will be provided to the Council at the next meeting.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Council members reviewed the factors that contributed to Spring Weekend being a non event this year including the actions of the apartment managers, the elimination of guest privileges in the dorms, the parking bans, the enforcement of ordinances and the timing of the weekend.

Mr. Ryan moved and Ms. Keane seconded to add an examination of the use of ATVs and dirt bikes in Town to the agenda. The motion passed unanimously.

Mr. Kochenburger moved and Mr. Shapiro seconded to add the appointment of a member of the Town Council to the Regionalization Committee. The motion passed unanimously.

VI. OLD BUSINESS

1. Status Report on Independent/Assisted Living Project

Mr. Shapiro recused himself from the discussion.

John Paul Benoit and Stephen McPherson of Masonicare discussed the reasons for the delay in the project including the worldwide financial collapse; the amenities to be offered; the site location; and the "aging in place" philosophy of the company.

2. Draft UConn Water Supply Plan

Mr. Schaefer moved and Mr. Paulhus seconded, effective April 25, 2011, to authorize the Mayor to co-endorse with the PZC Chairman Town comments on the University of Connecticut's May 2011 Water Supply Plan.

Motion passed unanimously.

3. Small Cities (Community Development Block Grant) Public Hearing – Housing Rehabilitation

Mr. Paulhus moved and Ms. Moran to schedule a public hearing for 7:30 p.m. at the Town Council's regular meeting on May 9, 2011, to solicit public comment regarding the proposed application to the State Department of Economic Community Development for funds under the Small Cities Program.

Motion passed unanimously.

VII. NEW BUSINESS

4. Fair Housing Policy and Resolution

Ms. Moran moved and Mr. Kochenburger seconded, effective April 25, 2011, to adopt the attached Fair Housing Policy Statement, to adopt the attached Fair Housing Resolution, and to adopt the attached Compliance with Title VI of the Civil Rights Act of 1964 Policy.

Motion to approve passed unanimously.

April 25, 2011

5. Neighborhood Assistance Grant

Mr. Ryan moved and Mr. Paulhus seconded, effective April 25, 2011, to accept the role as the liaison to the Connecticut Neighborhood Assistance Act (NAA) Tax Credit Program and to appoint the Director of Human Services to serve as the liaison to handle all Neighborhood Assistance Act matters.

Motion passed unanimously.

6. Lease Agreement by and between the Town of Mansfield, Education Realty Trust, Inc and Storrs Center Alliance, LLC

Town Attorney Dennis O'Brien presented an overview of the most recent draft which the Council will discuss at a future meeting.

7. Zoning Permit Application for Storrs Center Parking Garage/Intermodal Center

Director of Public Works Lon Hultgren reviewed the designs for the Storrs Center Parking Garage/Intermodal Center.

7a. Mr. Ryan moved and Mr. Schaefer seconded to refer the issue of the use of ATVs and dirt bikes, as expressed in the letter from Ms. Kucharski, to the Community Quality of Life Committee and requested a report from the Committee including a review of approaches used in other towns.

Motion passed unanimously.

7b. Mr. Kochenburger moved and Mr. Shapiro seconded to appoint Deputy Mayor Antonia Moran to the Regionalization Committee.

The motion passed unanimously.

VIII. QUARTERLY REPORTS

No comments

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

X. REPORTS OF COUNCIL COMMITTEES

Personnel Chair Toni Moran reported the Committee continues to work on the draft Ethics Ordinance as revised by the Town Attorney. The Committee has completed their review of the draft and has forwarded it to the Ethics Board for their comments.

XI. PETITIONS, REQUEST AND COMMUNICATIONS

8. W. Bigl re: AARP Tax-Aide Program

9. G. Padick re: Proposed Revisions to the Mansfield Zoning Regulations – May 16, 2011 Public Hearing

10. Mansfield Downtown Partnership Invites Town Residents to Update on Storrs Center

11. Center for Land Use Education and Research re: Recommendations for Modifications to Include Low Impact Development Practices – The Town Manager will make sure all the appropriate regulatory bodies are aware of this information.

12. Water Supply Forum

13. Willimantic River Review, Spring 2011

14. Proclamation in Honor of Joshua's Tract Conservation and Historic Trust, Inc. – The Proclamation was presented to members of the Trust just prior to the beginning of the 4/25/2011 meeting

15. Proclamation in Honor of Earth Day

April 25, 2011

XII. FUTURE AGENDAS

The concerns regarding drinking water and environmental issues in the Hunting Lodge Road area, as expressed in correspondence from Ms. Hilding and reviewed by staff, will be added to a future agenda.

XIII. ADJOURNMENT

Mr. Paulhus moved and Mr. Ryan seconded to adjourn the meeting at 9:50 p.m.
Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

17 Southwood Road
Storrs, CT 06268
April 25, 2011

Matt Hart, Town Manager
Town of Mansfield
4 South Eagleville Road
Storrs, CT 06268

Dear Matt,

I write to ask you to consider hiring Gail Batchelder of Loureiro Engineering to advise the Town of Mansfield on drinking water and environmental concerns with regard to the former UCONN landfill/chemical pits and Keystone Companies, LLC's proposed Ponde Place development. Ms. Batchelder represented well the interests of Mansfield on the Landfill Remediation Team. She is especially qualified to represent Mansfield's concerns with regard to the proposed Ponde Place project.

As you are aware, the site of the proposed Ponde Place development lies to the west and southwest of the landfill and chemical pits. Toxins with the footprint of the former UCONN chemical pits were found in wells along North Eagleville Road within a half mile of the proposed Ponde Place site as recently as 2001. (see attached) It is believed that the closure of domestic drinking wells along Hunting Lodge road may have been a factor in reducing the draw, and subsequent leaching, of toxins from the chemical pits. In this regard, the long-term pumping of community wells to the southwest of the chemical pits, such as proposed by the Ponde Place developers, might serve to mobilize the currently stabilized chemicals below the UCONN chemical pits. Surely the draw of multiple community wells, such as proposed by Ponde Place, would be greater than the draw of all of the former Hunting Lodge Road domestic drinking wells combined.

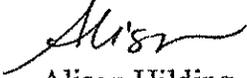
In addition to addressing the possibility of destabilizing toxins below the chemical pits, one also has to ask how large the water supply is to the greater neighborhood in light of Ponde Place's water consumption plans. Also of concern with regard to the proposed Pond Place development is the potential impact of the proposed community wells on the wetlands that lace through the site, as well as on the Pink Ravine mill pond which sits directly below the site, along with the Nelson brook which is a tributary to the Willimantic River in addition to being a local farm animal water source. It is my understanding that there can be a relationship between bedrock aquifers and surface water. The possibility that the proposed Ponde Place community wells might draw from the above mentioned surface water sources through indirect infiltration, or induction, should be addressed.

Given the number of potential problems raised by the possibility of introducing multiple community wells at the proposed Ponde Place site, and in light of the history of pollution in this area of town, it seems incumbent on the Town of Mansfield to make every reasonable effort to safeguard the health of the residents as well as the environment.

The first step to protect residents' health, along with the local environment, would be to call upon Gail Batchelder to review Keystone's current activity, as well as their future plans, and to advise the town as to what concerns she might have. No one on the town staff has her level of expertise or understanding of the complicated landfill/chemical pit water issues or the hydrogeology in this particular area of Mansfield.

I look forward to hearing from you.

Kind regards,


Alison Hilding

Attachments: one

cc: Robert Miller, Eastern Highland Health District, Grant Meitzler, Mansfield Inland Wetlands, Greg Paddick, Mansfield Planning and Zoning Commission

John D. Peterson, Chancellor

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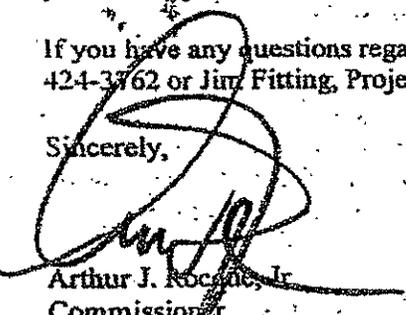
February 22, 2001

You also requested that the Department keep the landfill investigation project team informed of the findings of any investigation of potential sources of pollution adjacent to or within the study area. I have advised my staff to share the results of any investigation they conduct of nearby potential sources of pollution. To date my staff have conducted a limited investigation of a potential source of pollution at 153 North Eagleville Road, the site of a former dry cleaning business and the data from that investigation was provided to the University at the January Technical Review Committee meeting. My staff are in the process of completing their investigation at the site and will be evaluating various potential courses of action for addressing that source of pollution.

Please be aware that my staff do not believe that there is currently evidence that the plume of polluted groundwater emanating from the landfill and chemical pits has co-mingled with a plume from any other source of pollution. If that were the case, the University would still be responsible, pursuant to the Consent Order, for any pollution that it created. The statutes under which the Consent Order was issued provide for joint and several liability.

If you have any questions regarding these matters, please contact Elsie Patton, Assistant Director, at (860) 424-3762 or Jim Fitting, Project Manager at (860) 424-3910.

Sincerely,



Arthur J. Rocca, Jr.
Commissioner

AJR/djf/am

cc: Scott Brohinsky, UConn
James M. Pietrzak, UConn
Larry G. Schilling, UConn
George T. Kraus, UConn
Martin H. Berliner, Mansfield
Rick Standish, Haley & Aldrich
Brian Cutler, LEA
Gail Batchelder, HGC

Charles Franks, EPA
Jennifer Kertanis, DPHS
John England, DEP
Ayla Kardestuncer, Mansfield Common Sense
Nancy Farrell, Regina Villa Associates
Susan Soloyanis, Mitretek Systems
Robert L. Miller, EHHD
George Korfiatiff, Stevens Institute of Technology

April 25, 2010

To: Town Council
From: Betty Wassmundt, Storrs

On the 19th I listened to your deliberations on possible cuts to the budget. I thank Councilors Keane and Lindsey for all the work they did to understand and question the Town Manager's budget. It appeared to me that the Democratic majority of Councilors came to this meeting unprepared to do anything but rubberstamp the budget as presented.

Especially the discussions about the \$400,000 expenditure for the South Eagleville walkway and the \$210,000 to purchase a new ambulance made me think more about these expenditures.

Let's consider the \$400,000. A citizen challenged this cost. How do we, the taxpayers, know that this walkway needs to cost that much money? Why isn't this kind of project put out to bid? Maybe Beebe Construction could do the job cheaper. What is this money spent on? If the work is done "in-house", wages are already provided for and the town has the equipment. Where is this money going? Is all \$400,000 needed for material or is the Town Manager giving bonuses to management personnel as he did with the Columbia project? Give us a breakdown, show us exactly where this money will be spent. You, the Council should have known that before you accepted this expenditure, ~~in the Manager's budget.~~

Let's consider the \$210,000 for the ambulance. When questioned about this expenditure, we learned that Mansfield will keep the existing ambulances so we'll have three. Why do we need three ambulances? It was stated that the ambulance makes money but no one had a projection as to how much money the third would make excepting to say that maybe it was about \$6,000. Is that an acceptable answer? Not to me. Then there was question about the cost of the ambulance. No one in management had documentation to verify the ambulance cost at \$210,000. In fact, the Finance Director stated that the specs for this ambulance had not been determined and it had not been put out to bid. Where did this \$210,000 number come from? Why do you accept it with no documentation? You continue to prove to me the inefficacy of this Council's ruling party/winning team.

Another question, the Town Manager should be able to answer this directly, when was the Chili Fest held this year and who won the competition?

Thank you.

Petition Regarding Assisted Living

To the Mansfield Town Council,

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Jane Ann Bobbitt</u>	<u>88 Atwoodville</u>	<u>429-7004</u>
<u>Meryl Kogan</u>	<u>13 Westwood Rd, Storrs</u>	<u>429-4602</u>
<u>Carol Phillips</u>	<u>12 Silo Rd W.</u>	<u>429-1409</u>
<u>Anne Smith</u>	<u>156 Hillside Rd. Storrs</u>	<u>429-0529</u>
<u>Sesley J. Kirschman</u>	<u>42 Brascliff Rd</u>	<u>423-9590</u>
<u>Suzanne M. Thomas</u>	<u>16 Westwood Rd.</u>	<u>429-2522</u>
<u>Mary E. Thatcher</u>	<u>6 Westwood Rd.</u>	<u>429-2371</u>
<u>Carol J. Sewing</u>	<u>5 Westwood St to D, CT</u>	<u>429-1498</u>
<u>Aline Booth</u>	<u>451 Wormwood Hill Rd. ^{Mansfield Ct.}</u>	<u>429-3448</u>
<u>Helene J. Collins</u>	<u>216 Greenfield Rd. ^{Storrs}</u>	<u>429-4557</u>

Return petition to by April 15 to: Sharry Goldman, 187 Browns Rd. Storrs CT 06268

or Jane Ann Bobbitt, 88 Atwoodville Rd, Mansfield Center, CT 06250

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Kenneth A. Doeg</u>	<u>60 Sycamore Drive Storrs</u>	<u>kdoeg6131@earthlink.net</u>
<u>D M Nolan</u>	<u>113 BEHEN MTN RD MANSFIELD CT</u>	<u>4561101</u>
<u>John Sko</u>	<u>687 Middlefork STORRS CT</u>	<u>06268</u>
<u>Alice Kolega</u>	<u>140 Sycamore Dr. Storrs.</u>	<u>06268</u>
<u>Carol Menditto</u>	<u>749 Storrs Rd.</u>	<u>Mansfield CT</u>
<u>Al Menditto</u>	<u>749 Storrs Rd</u>	<u>" CT</u>
<u>FR Trami</u>	<u>101 EAST ROAD</u>	<u>STORRS CT 06268</u>
<u>Randy Dyer</u>	<u>13 Costello Circle</u>	<u>Storrs CT 06268</u>
<u>Janet Alden</u>	<u>579 Mansfield City Rd</u>	<u>Storrs, CT 06268</u>
<u>Nancy Becker</u>	<u>6 Federal Square</u>	<u>Mansfield Center, CT 06256</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
Frances Woody	43 Lynwood Rd, Storrs	860 429-7077
Jonathan A. Morrison	37 Farmstead Rd, Storrs	860 429-1436
Eileen Metzger	36 Charter Oak Square	860-423-3163
Bettejane Karnes	353 N. Eagleville	429-5279
Dennis Sprague	538 Bassett Bridge Rd	401 447 4421
Henry Matthews	25 Storrs Heights Rd	860 429 1009
Nancy Roth	12 Federal Sq Mansfield	860-450- 8066 ⁸⁰⁶⁹
Joan Buck	6 Summer St., Storrs	860-429-798
⁷⁰⁷²⁵⁴ Marta J. J. J.	64 Brookside Lane, Mans Ct	(860) 429-9831 ⁴²⁹⁻⁹⁸³¹
Jacqueline Sabin	304 Gardingville Rd, Storrs	860-429-6838

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Dorothea Marcini</u>	<u>21 Farmstead Rd Storrs</u>	<u>860-429-4575</u>
<u>Jane Ann Fox</u>	<u>17 Lynwood Rd Storrs, CT 06268</u>	<u>860-429-1183</u> <u>860-979-0254</u>
<u>Robert Gould</u>	<u>102C Bayberry Lane, Storrs, CT</u>	
<u>Kay McNabb</u>	<u>794 Warrenville Rd Mansfield</u>	<u>860-487-422</u>
<u>John P. Pull</u>	<u>" " " " " "</u>	<u>" " " "</u>
<u>Barbara Talbot</u>	<u>294 Atwoodville Rd Mansfield Center Ct</u>	
<u>Janees Field</u>	<u>302 Codfish Falls Rd Storrs, Ct 06268</u>	
<u>Jedyn P. Field</u>	<u>302 Codfish Falls Rd. Storrs Ct, 06268</u>	<u>860-429-5653</u>
<u>Betty F. Weller</u>	<u>301 Codfish Falls Rd Storrs, CT 06268</u>	
<u>Sue Wood</u>	<u>301 Codfish Falls Rd Storrs, CT 06268</u>	

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Charles A. McLaughlin</u>	<u>11 B Sycamore Dr., Storrs CT</u>	<u>429-2863</u>
<u>Cassie B. Daniels</u>	<u>8A " " "</u>	<u>429-5987</u>
<u>Willard H. Daniels</u>	<u>8A</u>	<u>" "</u>
<u>Margaret Steyer</u>	<u>7 B Sycamore Drive</u>	<u>429-8592</u>
<u>B. Wickless</u>	<u>13 C Sycamore Drive</u>	<u>429 0416</u>
<u>Cynthia Wickless</u>	<u>13 C Sycamore Drive</u>	<u>"</u>
<u>Eileen Stock</u>	<u>12 B Sycamore Drive</u>	<u>429-2535</u>
<u>Catherine Melichy</u>	<u>10 C " "</u>	<u>487 3966</u>
<u>Carole Boston</u>	<u>8B Sycamore Dr</u>	<u>477-0039</u>
<u>Carol Boston</u>	<u>8B Sycamore Dr</u>	<u>477-0039</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Betty News</u>	<u>29 RIDGE RD, Storrs, CT</u>	<u>860 429 632</u>
<u>Marlene Holes</u>	<u>46 Samuel Lane Mansfield Ctr</u>	<u>860-423-3</u>
<u>Coyton Rees</u>	<u>359 Spring Hill Road, Storrs</u>	<u>860-423-59</u>
<u>Bryony Carter</u>	<u>(Coventry resident)</u>	<u>860-498-0284</u>
<u>Mollie Krouse</u>	<u>8 Mansfield Hollow Rd Ext, Mansfield Center</u>	<u>860-456-1525</u>
<u>Anita Zoe Libowitz</u>	<u>28 Willowbrook Rd, Storrs</u>	<u>860-429-1</u>
<u>Rita Pollack</u>	<u>110 Timber Dr Storrs</u>	<u>860 429-9412</u>
<u>Jeanne Nass</u>	<u>180 Puddin Lane Mansfield Ctr, CT</u>	<u>860.423-8811</u>
<u>Wanda Ann</u>	<u>388 Chatterville Rd, Storrs</u>	<u>860 329-1972</u>
<u>Ben Sachs</u>	<u>304 Gurleyville Rd, Storrs</u>	<u>860-429-6838</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Chamy Rucker</u>	<u>6 Federal Sq Mansf. Ctr</u>	<u>423-8810</u>
<u>Angie Tremblay</u>	<u>20 Fox Griswold Mansf. Ctr</u>	<u>423-8725</u>
<u>Barbara Franson</u>	<u>32 Samuel Lane Mansfield</u>	<u>456-8412</u>
<u>Winnie Jackson</u>	<u>82 Independence Dr. Mansfield Ctr.</u>	<u>Pho 423-916</u>
<u>Mary J. J. J. J.</u>		<u>mpt91@hotmail.com</u>
<u>KEN TREMBLAY</u>	<u>20 FT GRISWOLD RD MANSFIELD</u>	<u>423-8725</u>
<u>Alexis Baldwin</u>	<u>3 Charter Oak Sq. Mansfield Ctr.</u>	<u>456-3947</u>
<u>Heather R.</u>	<u>22 CHARTER OAK SQ; Mansfield, Ct.</u>	
<u>Annet R.</u>	<u>35 Samuel Lane Mansfield</u>	<u>860 456-1600</u>
<u>Mary T. J.</u>	<u>2 Nutmeg St. Mans. Ctr., CT</u>	<u>860-450-0051</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Ursula Beschler</u>	<u>38 Hillcrest Cir - Storrs</u>	<u>487-2182</u>
<u>Ferne MacDonold</u>	<u>202 Forest Rd Storrs</u>	<u>860-429-6486</u>
<u>Anne Ulsher</u>	<u>44 Meadowood Rd Storrs</u>	<u>860-208-665</u>
<u>Elizabeth Tucker</u>	<u>26 Fort Griswold Lane Mansfield Ctr.</u>	<u>860-423-233</u>
<u>Lynne Wilford</u>	<u>149 Dog Lane Storrs CT</u>	<u>06268 45</u>
<u>Beth Under</u>	<u>44 Meadowood Rd. Storrs, CT</u>	<u>06268</u>
<u>James Franklin</u>	<u>4 Bayler Rd. Storrs, CT</u>	<u>06268</u>
<u>Ami TAJUDEEN</u>	<u>37 STORRS HEIGHTS RD. STORRS, CT</u>	<u>06268</u>
<u>Edie Cary</u>	<u>96 Mt Hope Rd Mansfield Ct</u>	<u>06250</u>
<u>Alice Spencer</u>	<u>39 Maplewood Rd Storrs CT</u>	<u>06268</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>JOSEF GUGLER</u>	<u>53 Monticella lane</u>	<u>860.429.3417</u>
<u>Joan Webster</u>	<u>13 Southwood Rd.</u>	<u>860-429-6836</u>
<u>Joan Walker</u>	<u>421 So. Eagleville Rd.</u>	<u>860-487-0441</u>
<u>Mary Gawlicka</u>	<u>132 Lorraine Drive East</u>	<u>860-429-0887</u>
<u>PAT Michalak</u>	<u>67 Charles Lyne Storrs Ct</u>	<u>860-429-4864</u>
<u>Nancy Wengel</u>	<u>10-A Jycamore DR.</u>	<u>860-429-7646</u>
<u>Elyzetta Polunin</u>	<u>50 Sycamore Dr, Storrs</u>	<u>860-429-3206</u>
<u>Fran Chesko</u>	<u>4B Sycamore Dr Storrs</u>	<u>860 429-1826</u>
<u>Jennisa Nash</u>	<u>P.O. Box 662, Mansfield Center</u>	<u>860 423 5463</u>
<u>Cynthia Johnson</u>	<u>507 Alder Lane, Storrs</u>	<u>860 429 5000</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
Jane Blanshard	13 D Sycamore Dr, Storrs	860-429-4908
Francis Nichols	105 Wildwood Rd Storrs	860 429-1158
mine GUGLER	53 Monticello Lane Storrs	860.429.3417
Oscar Lott	339 Chapperville Rd	860 429-9147
Roberta Bittoff		
Reina E. Maldonado-Cordero	6 Edgewood Lane, Mansfield Center	860-456-2671
John Gillman	6B Sycamore Dr Storrs	
Joseph Ghassin	52 Constitution Sq Mansfield Ctr	
Jean Terry	4D Sycamore Dr Storrs	joanxterry@gmail.com
Ben Kusba	11 E SYCAMORE DR STORRS	BENITANDACHARER 860 477 0546

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<u>Joseph T. Konecny</u>	<u>13 B Sycamore Dr. Storrs</u>	<u>860-429-4856</u>
<u>[Signature]</u>	<u>67 Charles Lane Storrs</u>	<u>860-429-4864</u>
<u>Connie Monissette</u>	<u>84B Sycamore Sp. Storrs CT</u>	<u>860-429-0041</u>
<u>Donald Monissette</u>	<u>14B Sycamore Dr Storrs, CT</u>	<u>860-429-0041</u>
<u>Bailey Blanchard</u>	<u>13-D Sycamore drive Storrs, CT</u>	<u>860-428-8190</u>
<u>Camille Forman</u>	<u>13-A Sycamore Dr Storrs</u>	<u>Camilleforman9@gmail.com</u>
<u>Camille Forman</u>	<u>13-A Sycamore Dr. Storrs</u>	<u>" "</u>
<u>Kathy Weigold</u>	<u>497A Storrs Rd. Mansfield Ctr.</u>	
<u>Julie Wright</u>	<u>14A Hickory Dr. Storrs CT</u>	<u>860 497 1441</u>
<u>Jessie Bartholomew</u>	<u>302 S. Eagleville Rd.</u>	<u>" "</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
Eileen Kennedy	49 Farnell Rd, Storrs Ct	429-4598
Jeanne Alaad	180 Pudding Ln Mansfield Ct	jeanneaa@ '04250 sbcglobal.net
Jacqueline B Bopp	533 Warmwood Hill Road	
Jane Nolan	113 Beech Mountain Road	jnolan@net.net
Marian Brazzini	42 Beech Mtn. Rd., Mansfield Ct	mbrazzini@snet.net
Andra A. Morrison	37 Farmstead Rd, Storrs	860-429-1436
Clair B. Tate	14 Ridge Circle, Storrs	
Anita Z. Lubowitz	28 Willowbrook Rd, Storrs	429-0791 860-42
Sander W. Full	31 Atwoodville Lane, Mansfield Ctn, CT	2821
Jane S. Seeber	15 Agronomy Rd. Storrs.	487-0296 JLSeeber2861@sbc Global.net

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Joan Schoger Kidney</u>	<u>74 Lynwood Rd.</u>	<u>860-429-7274</u>
<u>Jennifer Tanner</u>	<u>563 Mansfield City Rd</u>	<u>800-450-053</u>
<u>Stuart Jay Kidney</u>	<u>74 Lynwood Rd.</u>	<u>860-429-7271</u>
<u>Joan Spillone</u>	<u>64 Birchwood St</u>	<u>860/429.6580</u>
<u>Ami TASUDEEN</u>	<u>37 Storrs Heights rd.</u>	<u>429-9365</u>
<u>Cynthia W. Heles</u>	<u>149 Dog Lane Storrs</u>	<u>429 4467</u>
<u>DAVIS MICHAELS</u>	<u>149 Dog Ln, Storrs</u>	<u>429 4467</u>
<u>Michelle Palmer</u>	<u>32 Ellise Rd, Storrs</u>	<u>429-1474</u>
<u>Michael Palmer</u>	<u>32 Ellise Rd, Storrs</u>	<u>429-1474</u>
<u>Margy Estlin</u>	<u>Kaya Lane, Mansfield Ctr</u>	

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Matthew N. Gross</u>	<u>11D Sycamore Dr.</u>	<u>860-429-1557</u>
<u> " "</u>	<u> " "</u>	<u> " "</u>
<u>Marie A. Gross</u>	<u> " "</u>	<u>(860) 429-1557</u>
<u>Bob Kurbe</u>	<u>11C Sycamore Dr.</u>	<u>860-477-8546</u>
<u>JAN Scottson</u>	<u>10B Sycamore Dr</u>	<u>860-8129-6643</u>
<u>Jane Blanchard</u>	<u>13D Sycamore Dr</u>	<u>860-429-9908</u>
<u>Maureen Gerberg</u>	<u>9A Sycamore Dr.</u>	<u>860 487-3699</u>
<u>Jane Willard Daniels</u>	<u>8A Sycamore Dr.</u>	<u>860-429-5987</u>
<u>Jean Williams</u>	<u>11A Sycamore Dr.</u>	<u>860-429-4331</u>
<u>Nancy Wergel</u>	<u>10A Sycamore Dr</u>	<u>860-429-7646</u>

Return petition to: Sharry Goldman, 187 Browns Rd. Storrs CT 06268
 or Jane Ann Bobbitt, 88 Atwoodville Rd, Mansfield Center, CT 06250

from First Church members and some L W V members

Petition Regarding Assisted Living

Good luck

To the Mansfield Town Council,

Carol

We the undersigned have waited for many years to have independent/assisted living built by a private developer in the town of Mansfield. It would provide a necessary service to moderate income seniors and people with disabilities while supporting Mansfield's tax base. The Brecht Report, commissioned by the Mansfield Town Council in 2005, proved that there was a market for such a facility. Since then, such a facility has not been built, or even been planned. It is our opinion that the Mansfield Town Council needs to reopen the request for proposals and recruit a developer willing to move forward expeditiously.

<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Carol McMillan</u>	<u>100 Warrenville Rd Me.</u>	<u>860 427-3774</u>
<u>Eva Eaton</u>	<u>24 Silo Rd. W Storrs</u>	<u>860 429-4638</u>
<u>Kathleen Moriarty</u>	<u>137 Courtyard Lane, Storrs</u>	<u>860-429-7692</u>
<u>Ann Kowaty</u>	<u>98 Fern Rd</u>	<u>860-423-2975</u>
<u>Audrey Barberet</u>	<u>45 Farrell Rd Storrs</u>	<u>860-429-9679</u>
<u>Britchen O. Hall</u>	<u>62 Crane Hill Rd., Storrs</u>	<u>860-456-1027</u>
<u>Thomas S. Best</u>	<u>97 Mansfield Hollow Rd. Mansfield Center</u>	<u>860-423-8208</u>
<u>Julia Sherman</u>	<u>43 Pine Woods Lane Mansfield Ctr</u>	<u>860-423-8111</u>
<u>Carol Foreaut</u>	<u>159 Conantville Rd Mans. Ctr</u>	<u>452-2719</u>
<u>Ann Bailey</u>	<u>75 Crane Hill Rd. Storrs/Mansfield</u>	<u>860-423-2136</u>
<u>Pamela Bridgford</u>	<u>112 Basetta Budge Rd, Mansfield Ctr.</u>	<u>860-48105</u>

Return petition to by April 15 to: Sharry Goldman, 187 Browns Rd. Storrs CT 06268
or Jane Ann Bobbitt, 88 Atwoodville Rd, Mansfield Center, CT 06250

Petition Regarding Assisted Living

To the Mansfield Town Council,

We the undersigned have waited for many years to have independent/assisted living built by a private developer in the town of Mansfield. It would provide a necessary service to moderate income seniors and people with disabilities while supporting Mansfield's tax base. The Brecht Report, commissioned by the Mansfield Town Council in 2005, proved that there was a market for such a facility. Since then, such a facility has not been built, or even been planned. It is our opinion that the Mansfield Town Council needs to reopen the request for proposals and recruit a developer willing to move forward expeditiously.

<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Carol Kegeles</u>	<u>400 Eastbrook Hwy</u>	<u>860 450-0734</u>
<u>Elizabeth Peterson</u>	<u>577 Mansfield City Rd</u>	<u>860-423-9632</u>
<u>Lisa Peterson-Blin</u>	<u>577 Mansfield City Rd</u>	<u>860 377-6132</u>
<u>Betty Pietras</u>	<u>18 Blake Lane Storrs</u>	
<u>Catherine Connolly</u>	<u>37 Davis Rd. Storrs, CT</u>	
<u>Alice Bralley</u>	<u>20 Liberty Dr. Mansfield CT</u>	<u>860-336-7507</u>
<u>Lenny Hollos</u>	<u>Blanchard Hill Ln Storrs</u>	
<u>Kathy LaPerre</u>	<u>322 Main St. Willimantic, Ct</u>	
<u>Gina Mangano</u>	<u>532 Rt 82 Columbia, Ct</u>	

Return petition to: Sharry Goldman, 187 Browns Rd. Storrs CT 06268
 or Jane Ann Bobbitt, 88 Atwoodville Rd, Mansfield Center, CT 06250

Petition Regarding Assisted Living

To the Mansfield Town Council,

We the undersigned have waited for many years to have independent/assisted living built by a private developer in the town of Mansfield. It would provide a necessary service to moderate income seniors and people with disabilities while supporting Mansfield's tax base. The Brecht Report, commissioned by the Mansfield Town Council in 2005, proved that there was a market for such a facility. Since then, such a facility has not been built, or even been planned. It is our opinion that the Mansfield Town Council needs to reopen the request for proposals and recruit a developer willing to move forward expeditiously.

NAME

ADDRESS

Phone or Email (opt)

Anthony Rush

35 Somers Ln 06250-7557 - 860-456-7600

John P. Wood

2 Nutmeg Ct Mansfield Conn Ct 860.450.0055

Catharine M White

1 Pt. Griswold Co. Mansfield ctr. ct ⁰⁶²⁵⁰ ^{860 423} ~~06~~ 6727

Sylvia Corcoran

3 Pt Griswold

S. CORCORAN@SN
NJ

Return petition to by April 15 to: Sharry Goldman, 187 Browns Rd. Storrs CT 06268

or Jane Ann Bobbitt, 88 Atwoodville Rd, Mansfield Center, CT 06250

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
May 2, 2011

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:00 p.m. in Library Media Center Mansfield Middle School.

I. ROLL CALL

Present: Keane, Kochenburger, Moran, Paterson, Paulhus, Ryan, Shapiro
Excused: Lindsey, Schaefer

II. OPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

No comments were offered

III. LEASE AGREEMENT BY AND BETWEEN THE TOWN OF MANSFIELD, EDUCATION REALTY TRUST INC., AND STORRS CENTER ALLIANCE

Town Attorney Dennis O'Brien and Town Manager Matt Hart reviewed the parking lease agreement which is one of the three ancillary agreements to the development agreement. Council members discussed the provisions of the parking lease agreement. By consensus members agreed that the sentiment of the Council is that with regards to Section 32 Dispute Resolution each entity should pay their own attorney fees. Members also agreed to change the wording in Section 10 Insurance (f) to read, "...prior written notice has been given to each insured and each additional insured."

Mr. Shapiro moved and Ms. Moran seconded to approve the following resolution: BE IT RESOLVED, that the Town Manager of the Town of Mansfield be and hereby is authorized to execute, deliver and implement on behalf of this Town Council and the Town of Mansfield a document entitled "Lease Agreement," regarding the leasing of Storrs Center Public Garage parking spaces by the Town of Mansfield to Education Realty Trust, Inc, and Storrs Center Alliance, LLC, for Phases 1A and 1B of the Storrs Center project, in substantially the form attached hereto, along with such modifications as the Town Manager deems necessary or appropriate to comply with any legal requirement, to correct any inconsistency or scrivener's error, to clarify any ambiguity or to provide specificity and or modification consistent with the intent of the Council enacting this Resolution.

Motion passed unanimously.

IV. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn at 6:50 p.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

May 2, 2011

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MattH*
CC: Maria Capriola, Assistant to Town Manager; Jessie Shea, Planning Office
Date: May 9, 2011
Re: Small Cities (Community Development Block Grant) Public Hearing –
 Housing Rehabilitation Program

Subject Matter/Background

The purpose of the public hearing is to obtain citizens' views on the Town's community development and housing needs, and to review and to discuss specific project activities in the areas of housing, economic development or community facilities that could be a part of the Town's application for funding. Based on a demonstrated need and interest from community members, the Town plans to submit an application for \$300,000 in funds for its housing rehabilitation program.

Other potential or proposed projects eligible for Small Cities funding may also be reviewed and discussed at this hearing. In addition, staff will discuss the use of Small Cities program income and will be available to review the status of its current Small Cities activities at this hearing. The Town is now utilizing Community Consulting to assist with implementation of its community development program; Peter Huckins of Community Consulting will attend the hearing.

The Town Council previously held a hearing in March for this purpose, but due to DECD legal notice requirements and a printing oversight, the hearing must be held again.

Financial Impact

HUD provides Community Development Block Grant (CDBG) money to states, whom may distribute the resources to non-entitlement communities (population less than 50,000). If awarded, the grant will provide funding in an amount estimated at \$300,000. The Town anticipates incurring indirect costs associated with staff time spent on administration of the grant. However, the use of Town funds for direct costs is not anticipated.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Jessie Shea, Planning Office;
Cherie Trahan, Finance Director
Date: May 9, 2011
Re: Application for Small Cities Funding (Community Development Block Grant) -
Housing Rehabilitation Program

Subject Matter/Background

As previously endorsed by Council, staff wishes to submit a Small Cities application to the Department of Community and Economic Development (DECD) to obtain funding for our housing rehabilitation loan program. If awarded, the grant will provide funding in an amount estimated at \$300,000. There is currently a waiting list of applicants for the program should the Town receive funding. The housing rehabilitation program provides no interest loans to low and moderate income persons for improvements to their homes. Examples include: energy efficiency improvements (windows, heating systems and insulation), handicap accessibility improvements, roof replacements/repairs, septic replacements/repairs and well replacement/repairs. Participating homeowners can defer payment of the loan until they sell or transfer ownership of their home. When a loan is repaid, the funds are deposited into the program income account which functions as a revolving loan program; funds are then made available (via program amendment) for additional housing rehabilitation projects or small scale community development projects.

The application is due June 6, 2011 and the DECD requires the Council to issue a resolution in support of the project. In March the Council did adopt a resolution for this purpose, but due to DECD legal notice requirements and a printing oversight, the resolution must be re-adopted.

Additionally, DECD is seeking Council re-adoption of a program income re-use plan, which is attached.

Financial Impact

The Federal Department of Housing and Urban Development (HUD) provides Community Development Block Grant (CDBG) money to states, which may distribute the resources to non-entitlement communities (population less than 50,000). The Town anticipates incurring indirect costs associated with staff time spent on administration of the grant. However, the use of Town funds for direct costs is not anticipated.

Recommendation

If the Town Council is in support of submitting a grant application for the housing rehabilitation program, the following motions are in order:

Move, effective May 9, 2011, to adopt the attached grant application resolution.

Move, effective May 9, 2011, to adopt the attached Program Income Re-use Resolution and Plan.

Attachments

- 1) Grant application resolution
- 2) Program income re-use resolution and plan

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)
CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, Mary Stanton, Town Clerk, certify that below is a true and correct copy of a resolution duly adopted by The Town of Mansfield at a meeting of its Town Council duly convened on May 9, 2011, and which has not been rescinded or modified in any way whatsoever and is at present in full force and effect.

(Date)

(Signature and Title of Official)

SEAL

WHEREAS, federal monies are available under the Title I of the Housing and Community Development Act of 1974, 42 U.S.C § 5301, et. seq., as amended, also known as Public Law 93-383, and administered by the State of Connecticut, Department of Economic and Community Development as the Connecticut Small Cities Development Block Grant Program; and

WHEREAS, pursuant to Chapter 127c, and Part VI of Chapter 130 of the Connecticut General Statutes, the Commissioner of the State of Connecticut Department of Economic and Community Development is authorized disburse such federal monies to local municipalities; and

WHEREAS, it is desirable and in the public interest that the Town of Mansfield make an application to the State for \$300,000 in order to undertake and carryout a Small Cities Community Development Program and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MANSFIELD TOWN COUNCIL

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by Part VI of Chapter 130 of the CGS
2. That the filing of an application for State financial assistance by The Town of Mansfield in an amount not to exceed \$300,000 is hereby approved and that Matthew Hart, Town Manager is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, to carryout approved activities and to act as the authorized representative of the Town of Mansfield.

3. That it adopts or has adopted as its policy to support the following nondiscrimination agreements and warranties provided in subsection (a)(1) of Connecticut General Statutes sections 4a-60 and 4a-60a, respectively, as amended by Public Act 07-142, and for which purposes the "contractor" is Town of Mansfield and "contract" is said Assistance Agreement:

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

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

**CERTIFIED RESOLUTION OF THE GOVERNING BODY,
TOWN COUNCIL, MANSFIELD, CONNECTICUT**

I, Mary Stanton, Town Clerk, certify that below is a true and correct copy of a resolution duly adopted by The Town of Mansfield at a meeting of its Town Council duly convened on May 9, 2011, and which has not been rescinded or modified in any way whatsoever and is at present in full force and effect.

(Date)

Mary Stanton, Town Clerk

SEAL

WHEREAS, Program Income is defined in federal regulation at 24 CFR 570.489 (e) which specify that program income is the gross income received by the jurisdiction that has been directly generated from the use of Community Development Block Grant Program.

WHEREAS, Examples of program income include: payments of principal and interest on housing rehabilitation loans made using Community Development Block Grant funds; interest earned on program income pending its disposition, and interest earned on funds that have been placed in a revolving loan account;

WHEREAS, The Town of Mansfield will generate Program Income from its current activity, Housing Rehabilitation Program;

NOW, THEREFORE, BE IT RESOLVED by the Town Council that the following Program Income Plan and Program Reuse Income Plan is hereby approved and further authorizes, Town Manager Matthew Hart, to sign such document.



TOWN OF MANSFIELD POLICY MEMORANDUM

To: All Citizens & Town Employees
From: Matthew Hart, Town Manager
Date: May 9, 2011
Subject: Reuse Plan Governing Program Income from CDBG-Assisted Activities

I. Purpose

The purpose of this plan is to establish guidelines on the policies and procedures for the administration and utilization of program income received as a result of activities funded under the State Community Development Block Grant Program.

II. Introduction

The Town of Mansfield's Housing Rehabilitation Program will produce Program Income as a result of liens placed on the property of residential rehab projects.

Financial assistance is offered in the form of no-interest loans. Low-income eligible applicants will receive a loan that is one hundred percent (100%) deferred until the property transfers ownership. Moderate-income eligible applicants will receive a loan that is two-thirds (2/3) deferred and one-third (1/3) zero percent interest paid over ten years in monthly installments. The deferred and no-interest loan amount is secured by a lien filed with the Town Clerk.

All Program Income generated from this project will be used for additional housing rehabilitation projects within the community except as noted in Section VI of this plan. This activity is an eligible activity under 24 CFR 570.208 (a) (1), and meets national objective 24 CFR 570.483 (b) (1), activities benefiting low to moderate income persons.

III. Need for Plan Governing Reuse of Program Income.

This Plan is intended to satisfy the requirements specified in Federal statute and regulation at Section 104 (j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489 (e) (3). These statutory and regulatory sections permit a unit of local government to retain program income for CDBG-eligible community development activities. Under federal guidelines adopted by the State of Connecticut's CDBG program, local governments are permitted to retain program income so long as the local government has received advance approval from the state of a local plan that will govern the expenditure of the program income. This plan has been developed to meet that requirement.

IV. Program Income Defined.

Program Income is defined in federal regulation at 24 CFR 570.489 (e) which specify that program income is the gross income received by the jurisdiction that has been directly generated from the use of CDBG funds. (For those program income-generating activities that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation). Examples of program income include: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on program income pending its disposition, and interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating jurisdiction or subrecipient.

If the total amount of income (from all sources) generated from the use of CDBG funds (and retained by the Town) during a single program year (July 1 through June 30) is less than \$25,000, then these funds shall not be deemed to be program income and shall not be subject to these policies and procedures. However, Quarterly Reports must be submitted regardless of whether the \$25,000 threshold is reached or not. Costs incurred that are incidental to the generation of Program Income may be deducted from the gross program revenue to determine the net Program Income amount.

V. General Administration (GA) Cost Limitation.

Up to 16 percent of the total PI expended during a PY may be used for CDBG general administration (GA) expenses. Total administration and program soft costs (Housing Rehabilitation activities) cannot exceed 25 percent.

Total administration and program soft costs (all activities except for housing rehabilitation) cannot exceed 21 percent.

VI. Reuses of Program Income.

Program income must be: a) disbursed for an activity funded under an existing open grant prior to drawing down additional Federal funds (i.e. disbursed to an amount that is \$50,000 or less); b) forwarded to the State of Connecticut, Department of Economic and Community Development (Department); c) with DECD's permission, apply to a future grant or (d) distributed according to this Program Income Plan that has been approved by the Department. The Town's program income will be used to fund *eligible* CDBG activities that meet a *national objective*. Eligible activities and national objective requirements are specified in federal statute at Section 105(a) and in federal regulations at 24 CFR 570.482 and 24 CFR 570.483. The PI Reuse Plan shall be used for Housing Rehabilitation.

The Town reserves the options to: 1) utilize program income to fund/augment a CDBG funded activity (that is different from the activity that generated the PI) included in a grant agreement and 2) to utilize program income to fund other CDBG eligible project activities through the use of program amendments. The Town must first follow the citizen participation process, provide for public disclosure (public notice), obtain a governing body resolution, and obtain approval from the State CDBG Program.

A. **Planning Activities.** The Town reserves the option of utilizing program income, within

the 16 percent general administration annual cap, to fund planning for CDBG-eligible activities. Such planning activities may include: environmental reviews or other studies necessary for CDBG-eligible projects or programs; or application preparation for CDBG or other grants/loans to supplement funding for CDBG-eligible activities. The costs of such planning activities may be charged to an RLA if the planning is for the same activity as the RLA. Otherwise, PI may only be expended on planning activities in conjunction with an existing open CDBG Planning grant.

B. Other CDBG Eligible Activities.

The Town reserves the option of utilizing program income to fund other CDBG eligible projects. Program Amendments are required in these instances. Examples include but are not limited to ADA improvements to Town facilities, removal of slum and blight on a spot basis, etc.

C. Distribution for Reuse of Program Income.

The Town's program income that has not been committed to an existing open grant or CDBG eligible activities noted in subsection A and B of this section will be distributed, as follows:

- One revolving loan accounts (RLAs) or PI account is currently established to utilize the Town's program income.

The allocations to the RLAs are as follows:

- 100 percent (100%) of all program income will be deposited into the Housing Rehabilitation Revolving Loan Account from which it was generated and will be used again for the same activity; Housing Rehabilitation.

Funds shall not be transferred between RLAs or to an open grant activity without conducting a properly noticed CDBG Citizen Participation public hearing. If it becomes necessary to transfer funds between RLAs we will consider revising the above distribution formula.

VII. Reporting and Federal Overlay Compliance.

The Town shall comply with all State CDBG reporting requirements, including submittal of a Quarterly GPR on all PI. The Town shall ensure that the use of program income under this PI Reuse Plan complies with all CDBG program requirements, including citizen participation, environmental review, equal opportunity, Section 3 employment, lead-based paint, labor standards, procurement and property management, and maintenance of adequate accounting and recordkeeping systems. To ensure ongoing compliance with CDBG requirements, the Town shall utilize the latest available State CDBG Program Grant Management Manual for guidance on compliance procedures and polices. The Town shall obtain the Department's written approval before proceeding with any PI-funded activity.

VIII. Maximum Funds in Revolving Loan Accounts.

Program Income received by the RLAs during the program year (July 1 through June 30) shall be substantially expended by the end of the program year (June 30). It is the goal of the Town at any given time for the funding balance for either of the RLAs not to exceed \$50,000; exceptions to this include the receipt of unanticipated repayments that cause program income to exceed \$50,00, in

which case eligible project(s) will be planned to expend the funds as soon as practicable.

IX. Revolving Loan Accounts.

The purposes and allowed uses of funds under these RLAs are, as follows:

A. Housing Rehabilitation Revolving Loan Account.

This fund will be principally used for the purpose of making loans to rehabilitate residential units occupied by households which have an annual income which is 80 percent (80 percent) or less of the area's median income. At least 51 percent of the funds expended for the activity funded under this RLA during the program year shall be used on revolving activities (i.e., loans).

No more than 51 percent of the program income funds actually expended during the program year under this RLA shall be expended for housing rehabilitation grants. No more than up to 16 percent of the total PI expended during a PY may be used for CDBG general administration (GA) expenses. Total administration and program soft costs (Housing Rehabilitation activities) will not exceed 25 percent. In any event, the total expended for non-revolving activities (grants, program costs, and general administration) shall not exceed 49 percent of the total funds actually expended during the program year (July 1 thru June 30).

The review and funding of requests for CDBG loan or grant assistance under this RLA shall be conducted under the Housing Rehabilitation Program Guidelines that have been adopted by the Town. All assistance provided to activities under this RLA shall be made for activities that are located within the Town's jurisdiction.

If the activities funded under the RLA are for the same activities as those funded under an open State CDBG grant agreement, then the funds available in this RLA shall be expended prior to drawing down funds from the State CDBG program.

X. Revising this Plan.

The Town has the authority to amend this document with a properly noticed Council/Board meeting and approval by the State Department of Economic & Community Development (DECD).

Matthew W. Hart, Town Manager

Date

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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; Cherie Trahan, Director of Finance
Date: May 9, 2011
Re: Fiscal Year 2011/12 Budget

Subject Matter/Background

As you know, the Annual Town Meeting for Budget Consideration is scheduled for 7:00PM on Tuesday, May 10, 2011 at the Mansfield Middle School Auditorium. Finance Chair Bill Ryan and will present an overview of the proposed budget and Board Chair Mark LaPlaca has been asked to speak to the Mansfield Board of Education's proposed budget.

We have attached information regarding the FY12/FY13 Biennium State Budget, which has been adopted by the State Senate and General Assembly, and approved by the Governor. As you will see, the budget comparison worksheet shows additional revenue for Mansfield. At this point, staff believes it would be premature to appropriate the additional revenue and we can review the options with the Council at Monday's meeting.

Attachments

- 1) Town of Mansfield, Proposed Budget Comparison – Adopted State Revenues
- 2) CCM, *New Municipal Revenue in Adopted State Budget*

Town of Mansfield
Proposed Budget Comparison - Adopted State Revenues
FY 2011/12

	FY 2010/11 Estimates	FY 2011/12		Difference
		Mansfield Proposed	State Adopted	
Educational Cost Sharing (ECS)	\$ 10,070,677	\$ 10,070,680	\$ 10,070,677	\$ (3)
School Transportation	134,920	121,400	125,794	4,394
Local Capital Improvement (LoCIP)	183,979	180,000	183,979	3,979
Pequot-Mohegan	195,911	195,000	195,033	33
PILOT - MME	5,502	9,510	5,502	(4,008)
PILOT - State Owned Property	7,265,843	7,056,130	7,056,128	(2)
Town Aid Road Grant	206,217	206,217	206,217	-
Property Tax Relief	-	-	287,189	287,189
Conveyance Tax*	100,000	200,000	115,000	(85,000)
Total Estimated State Revenues	18,163,049	18,038,937	18,245,519	206,582

* Conveyance tax estimates are not provided by the State. These are our revenue estimates.



NEW MUNICIPAL REVENUE IN ADOPTED STATE BUDGET

The adopted state budget calls for new municipal revenue from a portion of the increased state sales tax (0.1%) and all of the increased state portion of the real estate conveyance tax (0.25%). That revenue would be pooled into a new Municipal Revenue Sharing Account. An estimated \$93 million would be generated in FY2012 from these new revenue sources.

PILOT for Manufacturing Machinery and Equipment (Funding Restored)

The adopted budget restores funding for the PILOT MME reimbursement program. Municipalities would receive the same grant amount they received in FY2011. Any municipality that did not receive a grant in FY2011 due to filing error would receive an amount equal to its FY2012 estimated payment. The grants would total an estimated \$49 million statewide which, when taken from the \$93 million discussed above, would leave about \$44 million to be used for new Property Tax Relief grants.

Property Tax Relief Grants (New)

The new Property Tax Relief (PTR) grants would be funded from any remaining revenue in the Municipal Revenue Sharing Account after the PILOT MME grants are paid. The amount is currently estimated to be about \$44 million. All municipalities would receive a grant, and the distribution would be through a combination of the Local Property Tax Relief Fund formula (50%) and the population in each municipality (50%). These new grants are expected to be paid quarterly.

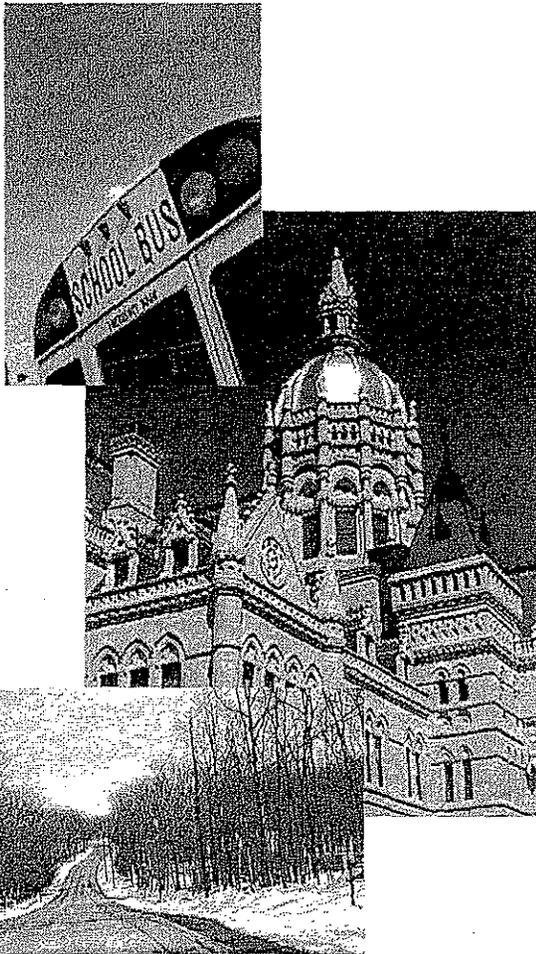
Regional Performance Incentive Grants (New)

New Regional Performance Incentive (RPI) grants would be funded through an increase in the hotel (1.0%) and car rental (1.0%) taxes and available to RPOs and municipalities on a competitive basis for regional projects. This is separate from the \$93 million mentioned above, and the funds would go into a new Regional Incentive Performance Account. That revenue is estimated to be about \$7.2 million statewide in FY2012.

Additional Local Revenue (Old & New)

The adopted budget makes the current municipal rates of the real estate conveyance tax permanent. The rates were scheduled to sunset on July 1. The base rate would remain at 0.25% for 151 towns and cities. The current 0.50% rate for the 18 distressed municipalities would also remain in place.

Additional new municipal revenue will come from a 3.0% Cabaret Tax and an increase in fines for failing to register a motor vehicle in the proper state. That revenue would total an estimated \$1.7 million statewide in FY2012 and go to the municipality in which the transaction or violation occurs.



Adopted Budget FY2012-FY2013 Biennium

(As passed by State Senate on May 3, 2011)

Aid to Municipalities

May 3, 2011



**Adopted State Budget
 FY2012-FY2013 Biennium
AID TO MUNICIPALITIES**

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PILOT: State-Owned Property 10

PILOT: Manufacturing Machinery & Equipment 11

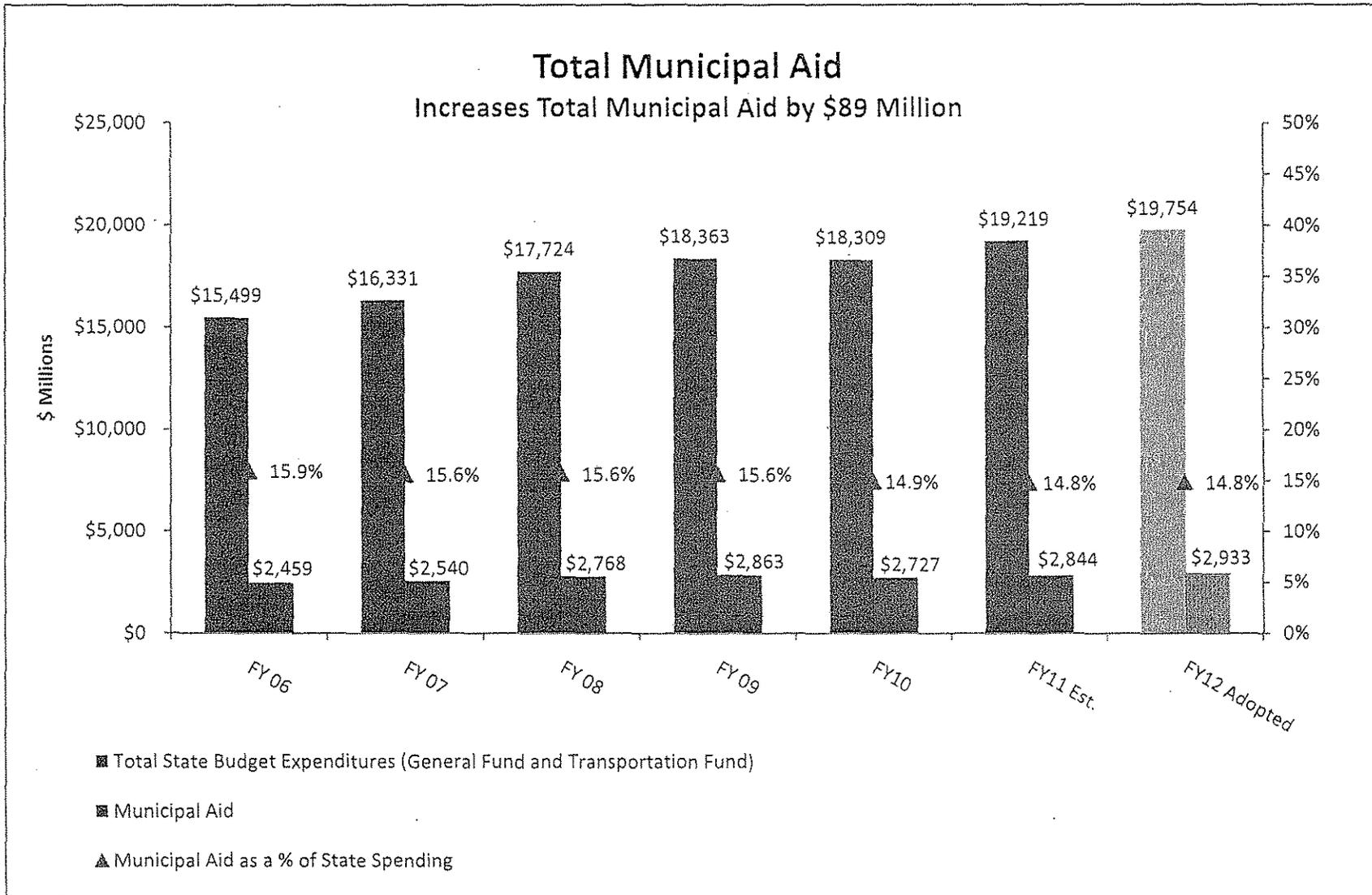
DECD PILOT and Tax Abatement Grants 12

New Municipal Revenue..... 13

-55-

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

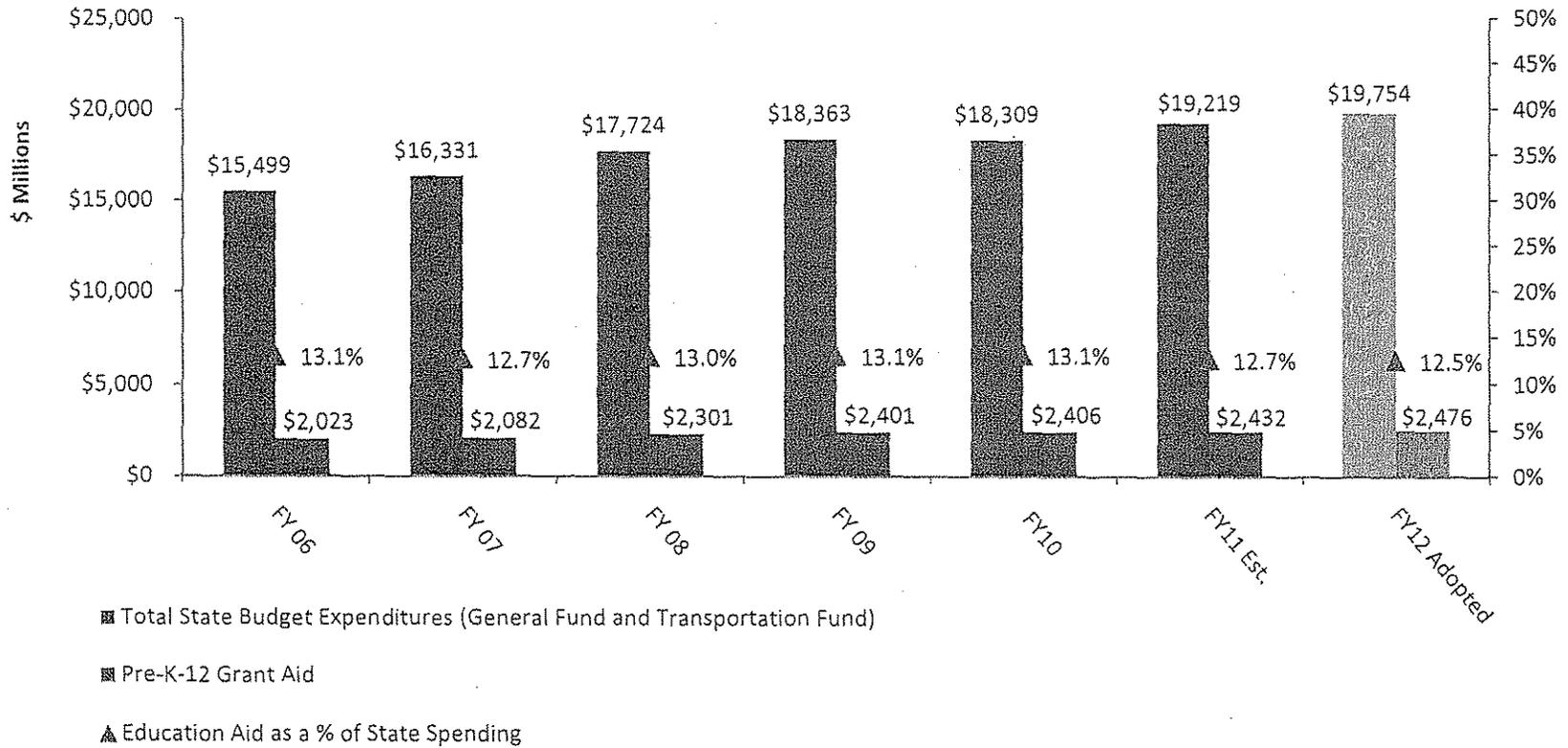


Note: Includes proposed new municipal revenues for FY2012, as estimated by OFA and OPM, which are subject to fluctuation. (See page 13 for more information.)

Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

Pre-K to 12 Public Education Grants

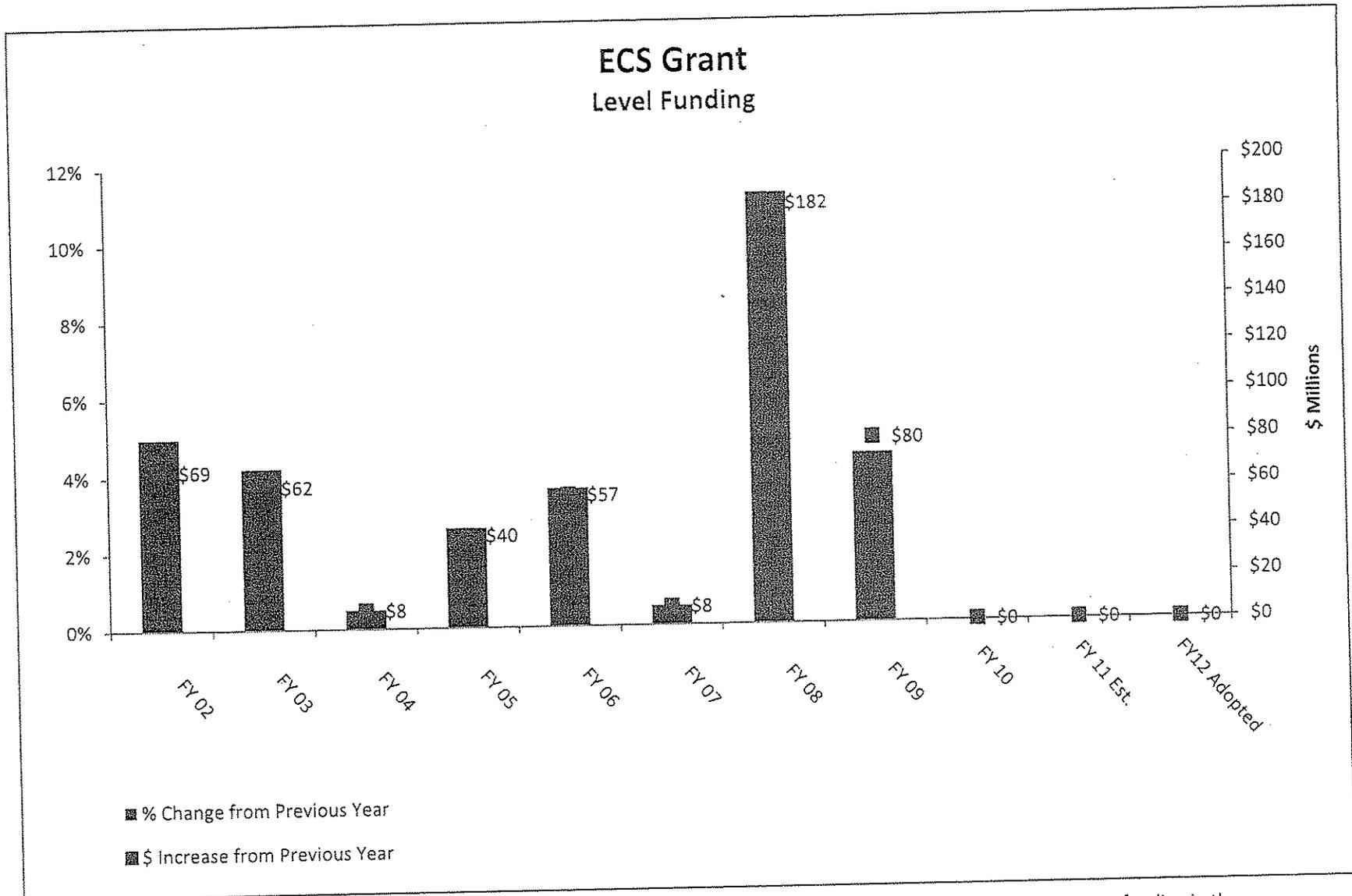
Increases Education Aid by \$44.7 Million



Note: Education aid includes operating grant aid that assists towns and cities. School construction, charter schools, and unified school districts are excluded.

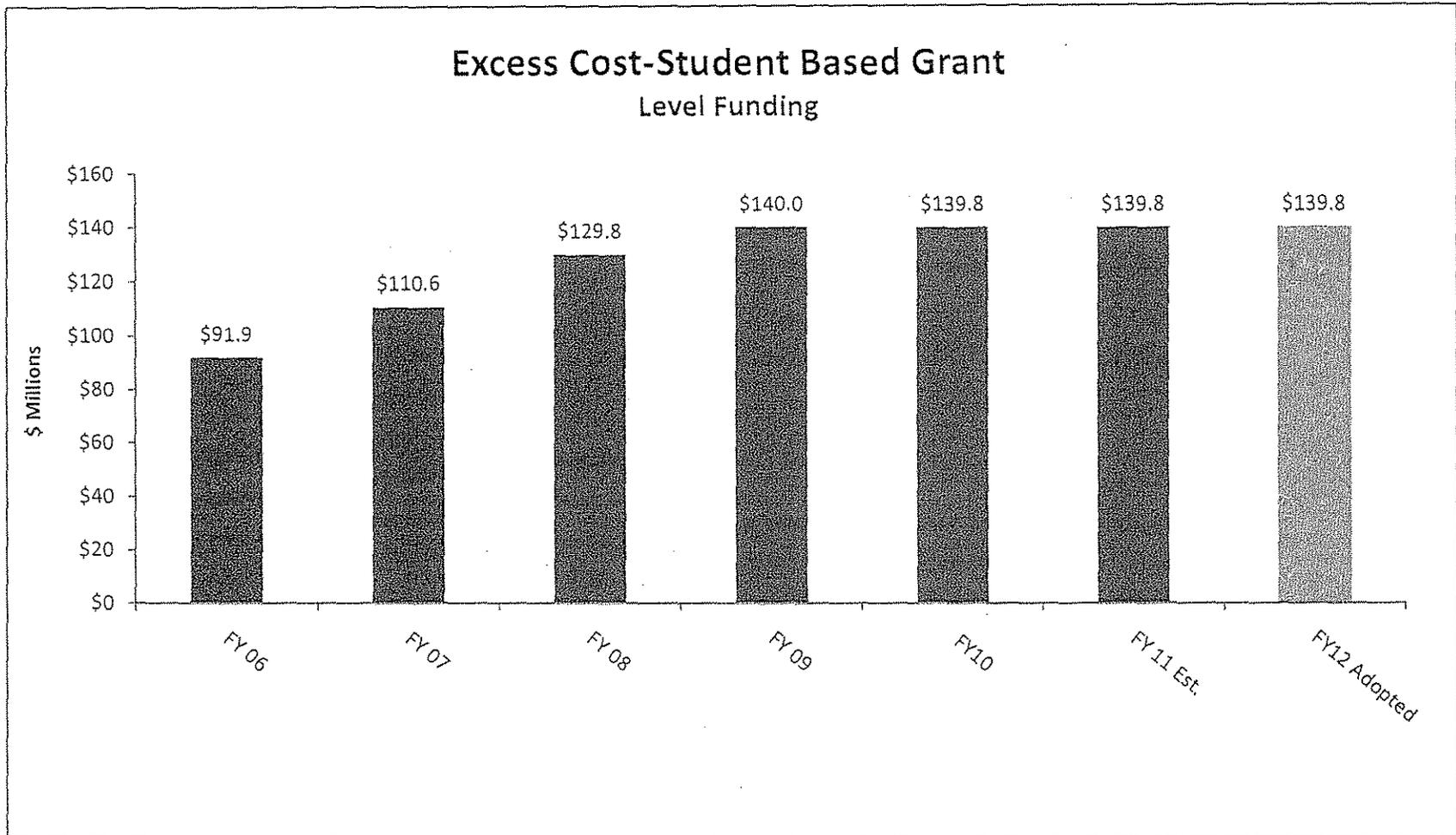
In FY10 and FY11, ECS was partially funded by federal ARRA funds (\$540 million). Those funds will be replaced by new state funding in the biennium.

Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011



Note: In FY10 and FY11, ECS was partially funded by federal ARRA funds (\$540 million). Those funds will be replaced by new state funding in the biennium.

Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

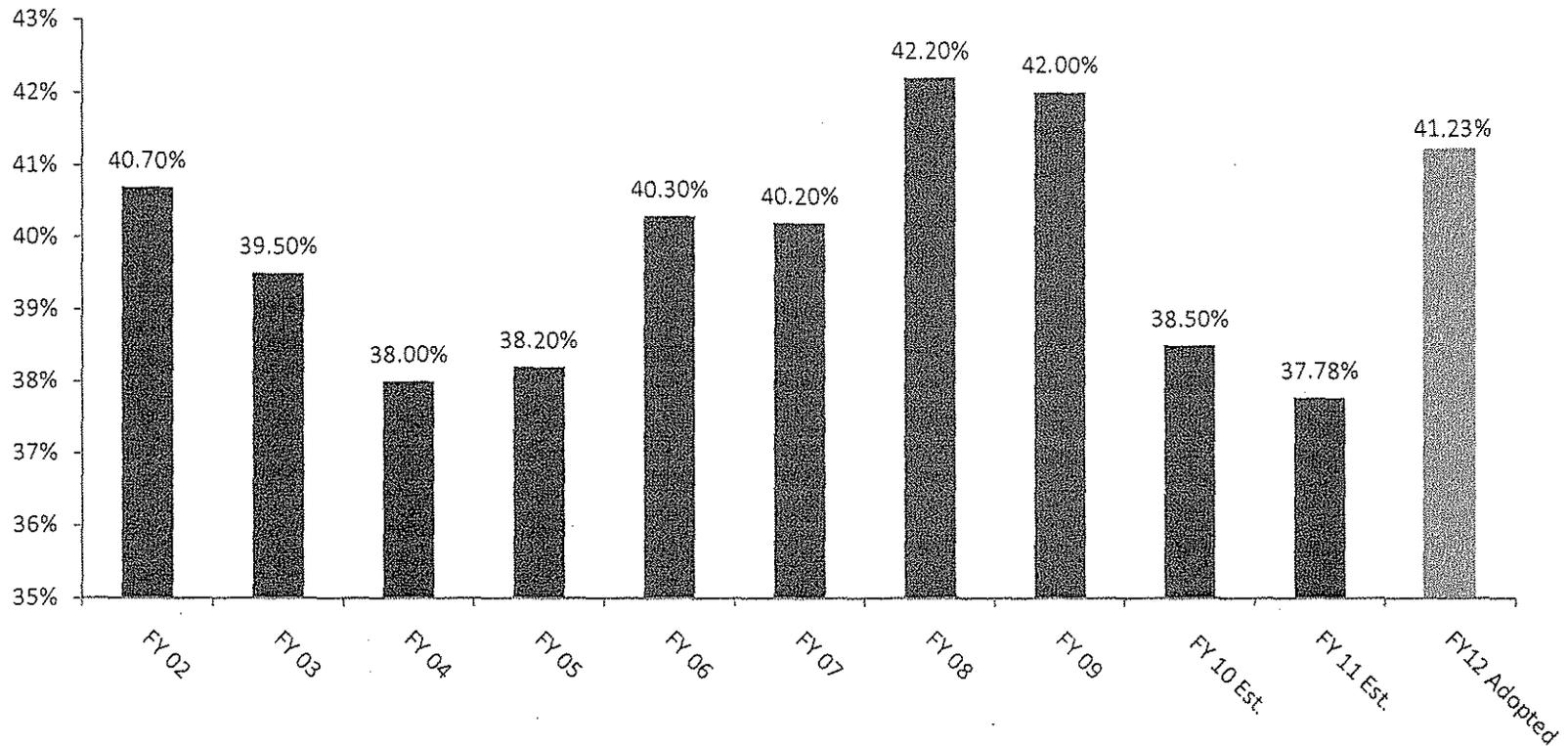


Note: The Excess Cost - Student Based grant has two components: (1) children whose placement is handled by the Department of Children and Families and (2) children whose placement is handled by a local school district. For children placed by DCF, municipalities are reimbursed for all costs that exceed the local school district's average per-pupil expenditure. For locally placed students, municipalities are reimbursed for all costs that exceed 4.5 times the district's average per pupil expenditure.

The grant is capped at the level of appropriation, so that if reimbursements cost more than the amount appropriated, municipalities would absorb the difference.

Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

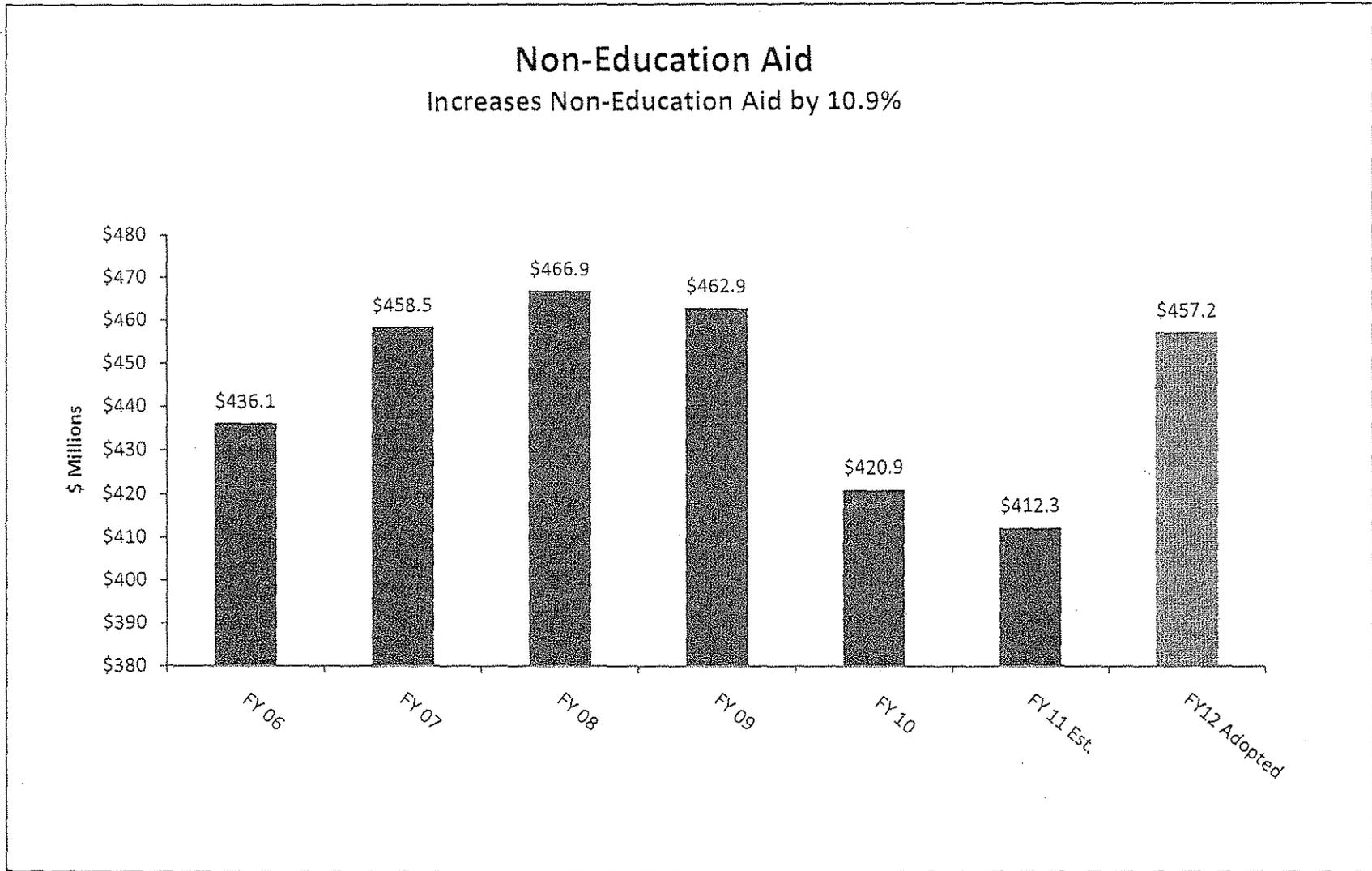
State's % Share of Pre-K to 12 Education Costs



Note: State funds include all state revenues on behalf of public elementary and secondary education, including state grants, bond funds, and department expenditures - including the Connecticut Technical High School System, teacher's retirement costs, and unified school district expenditures.

In FY10 and FY11, ECS was partially funded by federal ARRA funds (\$540 million). Those funds will be replaced by new state funding in the biennium.

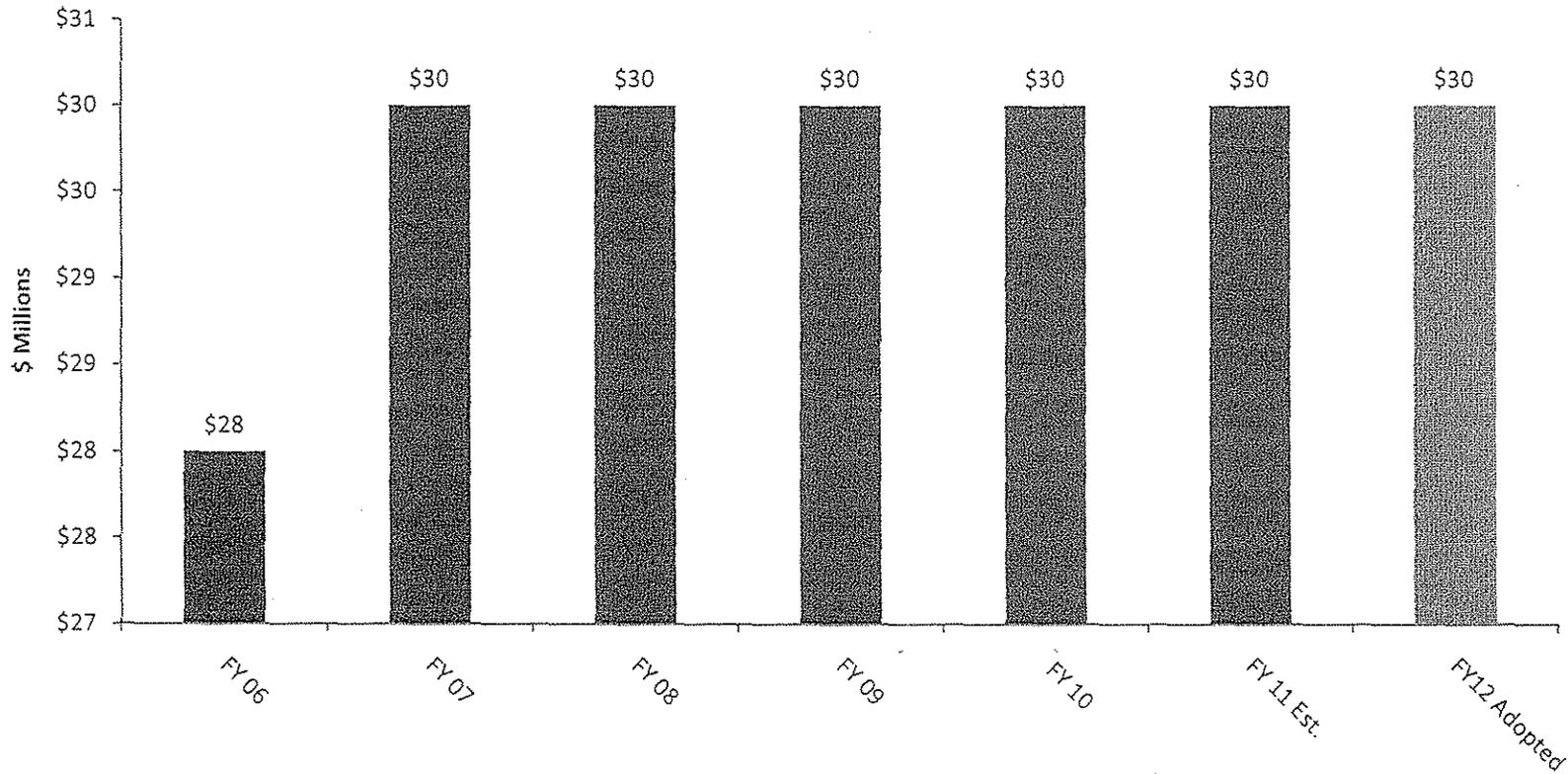
Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011



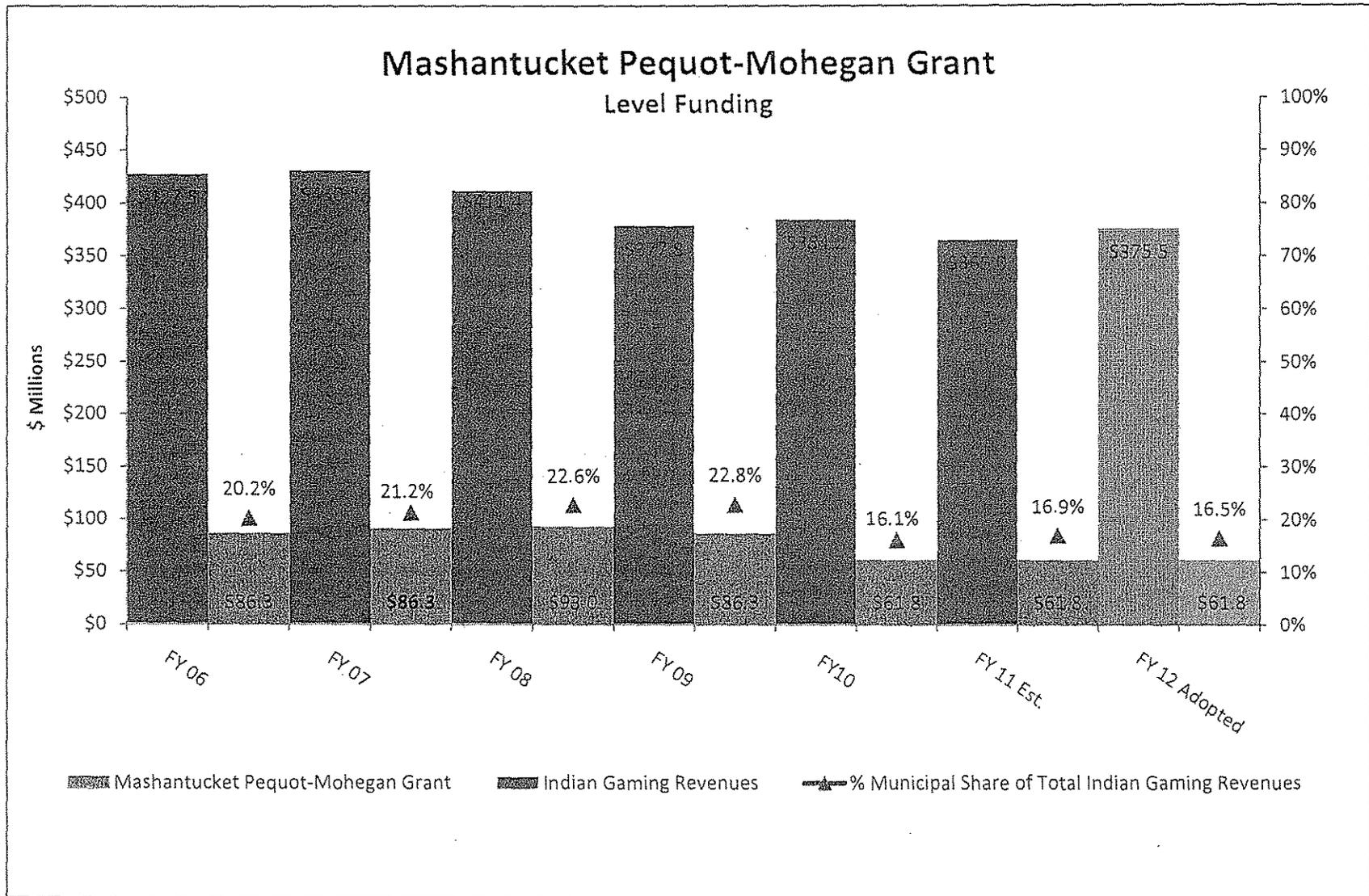
Note: Includes proposed new municipal revenues for FY2012, as estimated by OFA and OPM, which are subject to fluctuation. (See page 13 for more information.)

Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

Town Aid Road Grant Level Funding

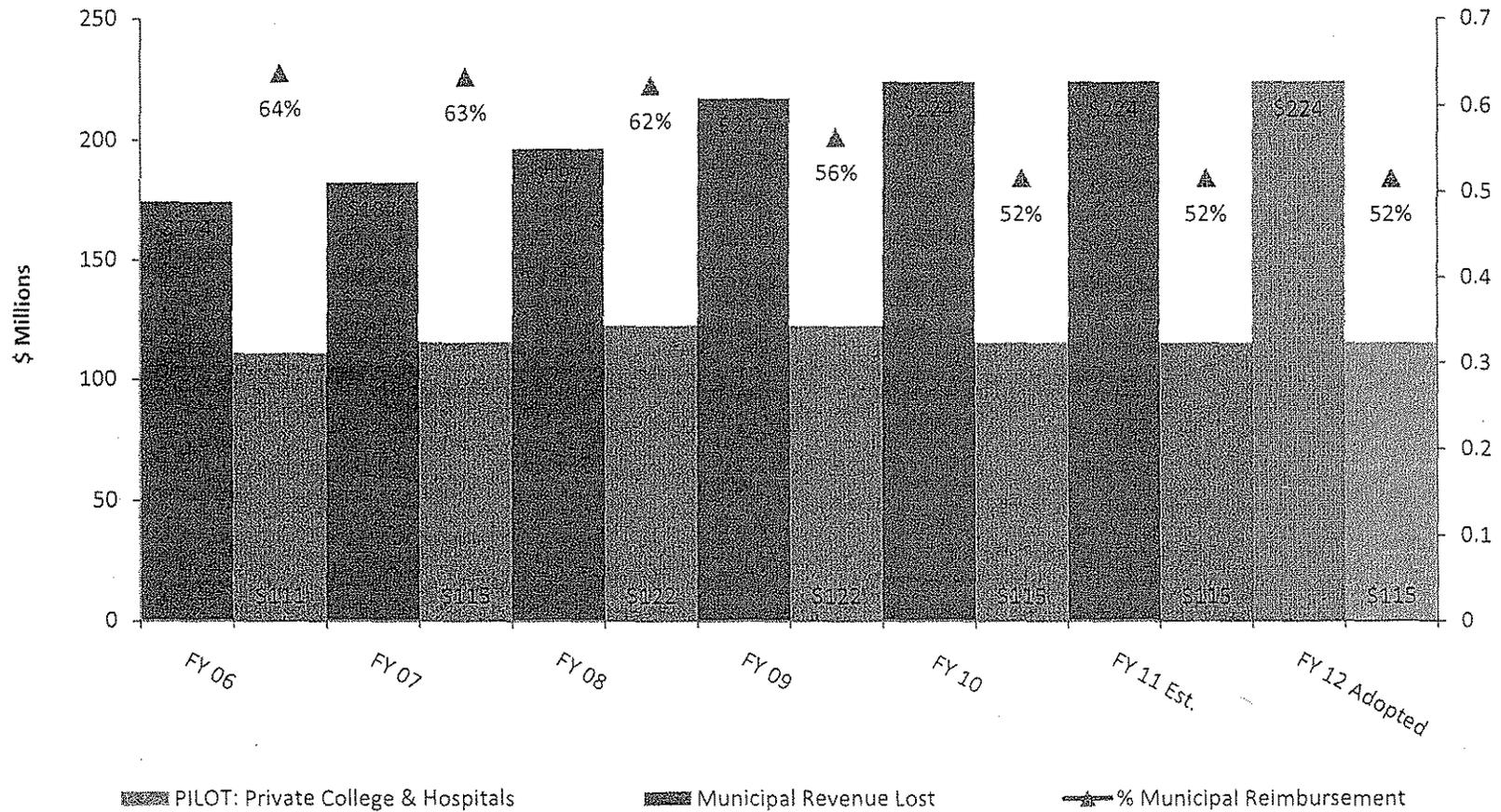


Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

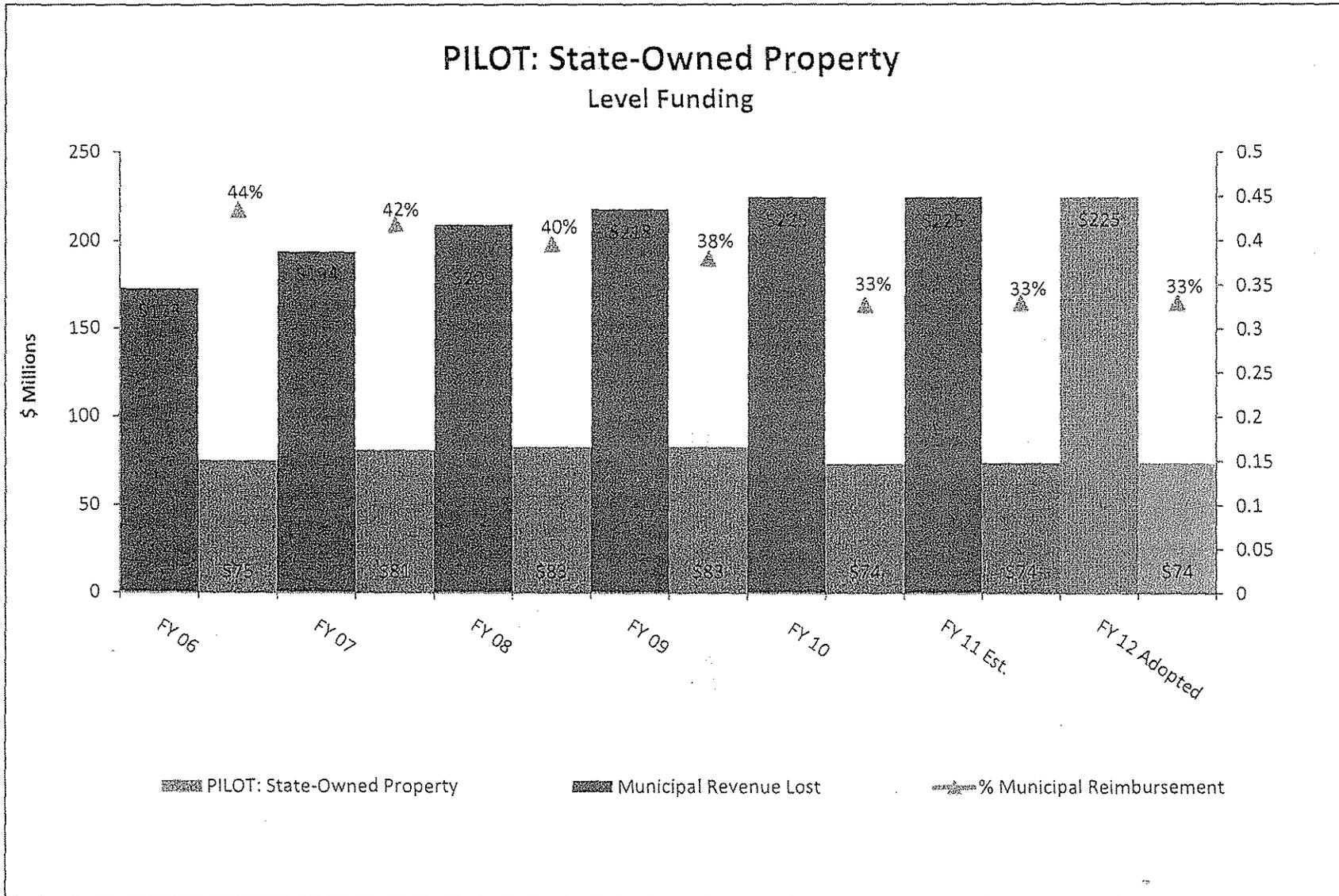


Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

PILOT: Private College and Hospital Property Level Funding



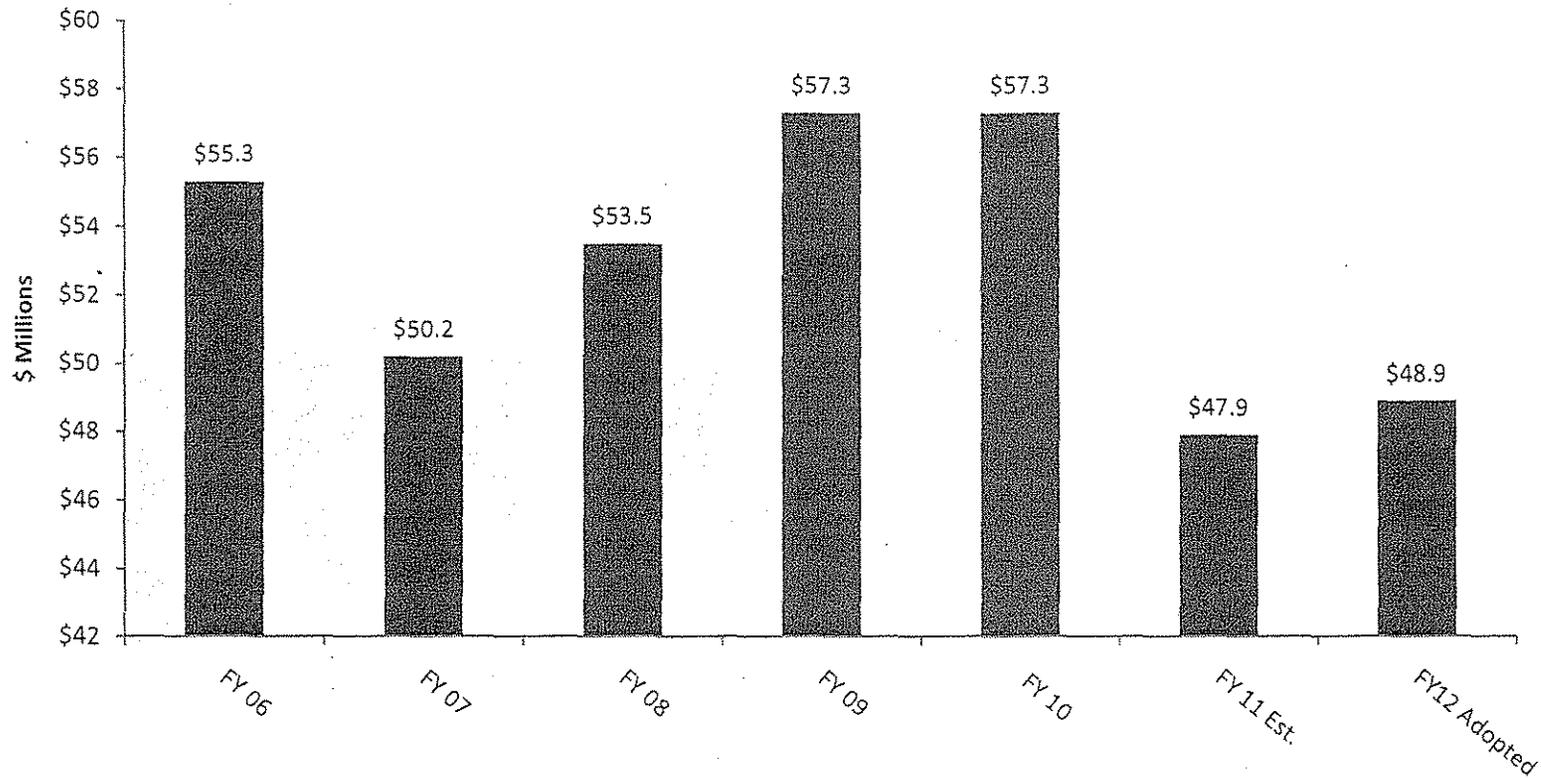
Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011



Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

PILOT: Manufacturing Machinery & Equipment

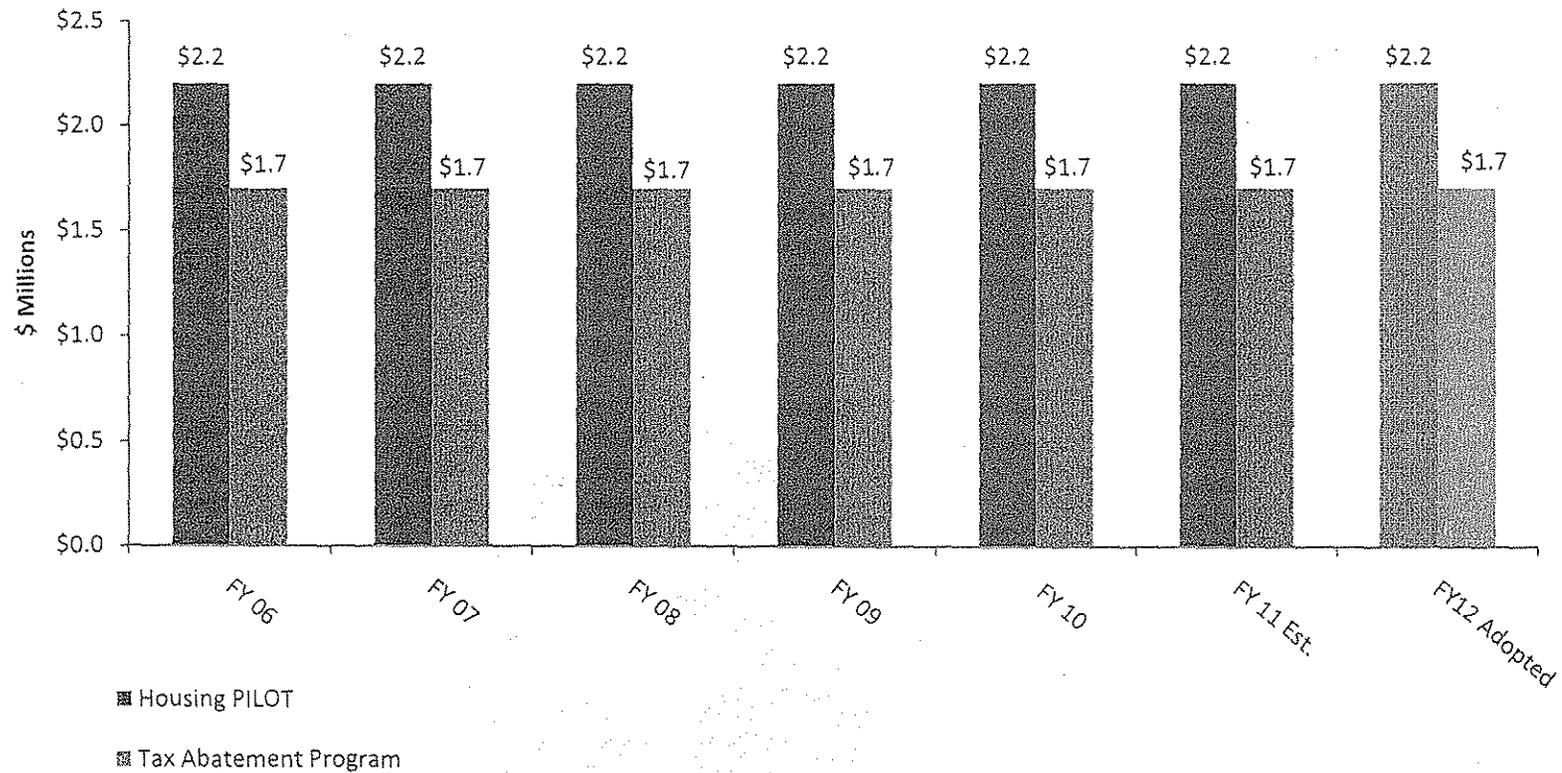
Increases Grant by \$1 Million



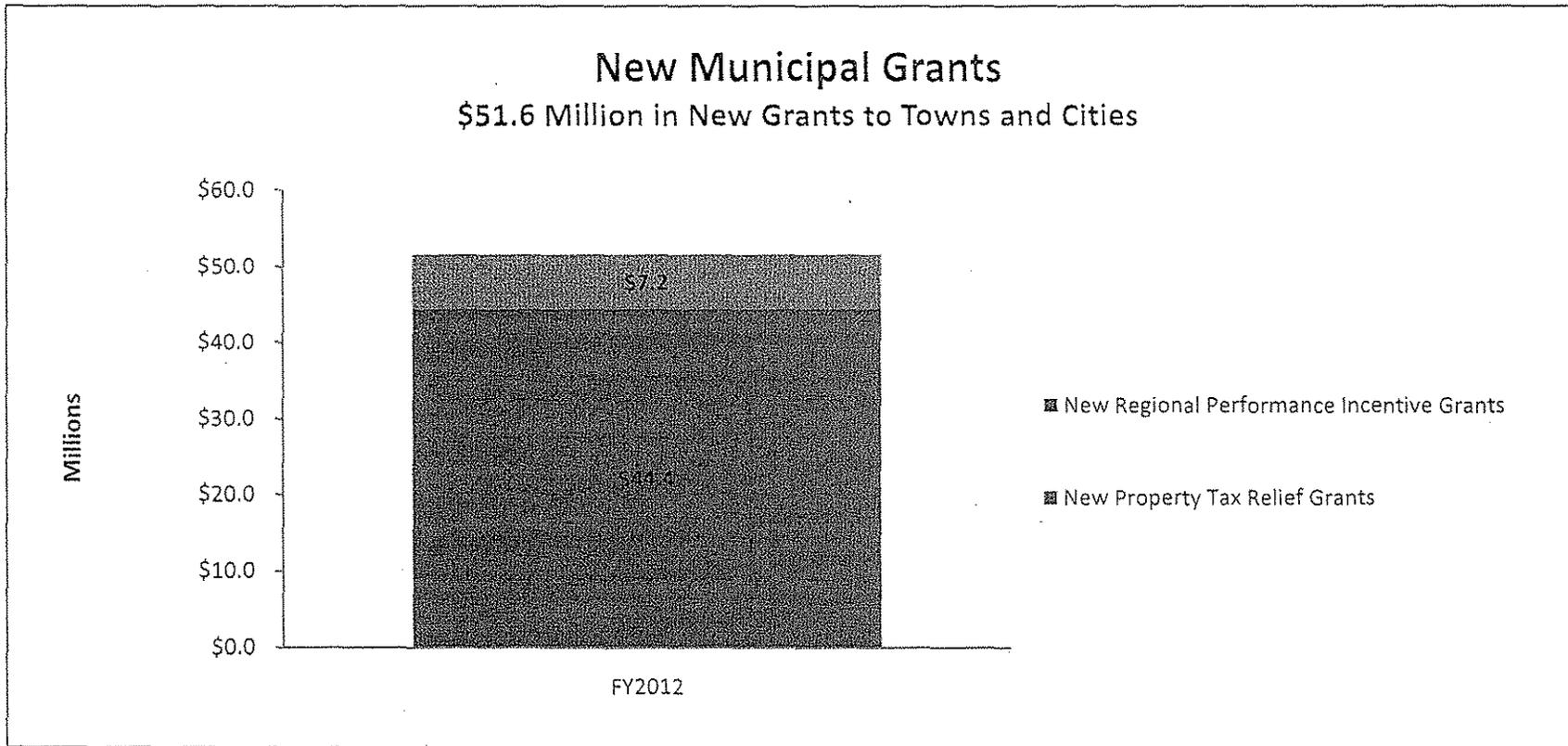
Note: Each taxing district would receive in FY2012 the same amount it received in FY2011. Any taxing district that did not receive a grant in FY2011 due to filing error would receive an amount equal to its FY2012 estimated payment.

Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

DECD PILOT and Tax Abatement Grants Level Funding



Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011



Note: A portion of the new revenue from the increased Sales Tax (0.1%) and all of the increased state portion of the Real Estate Conveyance Tax (0.25%) would be pooled to fund the new Property Tax Relief grants, which would be distributed through a combination of the Property Tax Relief Fund formula and the population in each municipality. Regional Performance Incentive grants would be funded through an increase in the hotel (1.0%) and car rental (1.0%) taxes and provided on a competitive basis for regional projects.

Additional municipal revenue will also come from a 3.0% Cabaret Tax and an increase in fines for failing to register a motor vehicle in the proper state. That revenue would total an estimated \$1.7 million statewide in FY2012 and go to the municipality in which the transaction or violation occurs. This new revenue is in addition to the \$51.6 million discussed above.

The budget also makes the current municipal rates of the Real Estate Conveyance Tax permanent, 151 towns would remain at 0.25% and 18 distressed municipalities would remain at 0.50%. Without any action, the current rates would decrease on July 1, and towns and cities would lose an estimated \$22 million in FY2012.

More information on these new revenues will be provided in CCM's detailed budget analysis.

Source: FY12-FY13 budget proposal as passed by State Senate on May 2, 2011; CCM, May 2011

CCM – THE STATEWIDE ASSOCIATION OF TOWNS AND CITIES



The Connecticut Conference of Municipalities (CCM) is Connecticut's statewide association of towns and cities. CCM is an inclusionary organization that celebrates the commonalities between, and champions the interests of, urban, suburban and rural communities. CCM represents municipalities at the General Assembly, before the state executive branch and regulatory agencies, and in the courts. CCM provides member towns and cities with a wide array of other services, including management assistance, individualized inquiry service, assistance in municipal labor relations, technical assistance and training, policy development, research and analysis, publications, information programs, and service programs such as workers' compensation, liability-automobile-property insurance, risk management, and energy cost-containment. Federal representation is provided by CCM in conjunction with the National League of Cities. CCM was founded in 1966.

CCM is governed by a Board of Directors, elected by the member municipalities, with due consideration given to geographical representation, municipalities of different sizes, and a balance of political parties. Numerous committees of municipal officials participate in the development of CCM policy and programs. CCM has offices in New Haven (the headquarters) and in Hartford.

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E-mail: ccm@ccm-ct.org
Web Site: www.ccm-ct.org

THE VOICE OF LOCAL GOVERNMENT

PAGE
BREAK



Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager *MwH*
CC: Maria Capriola, Assistant to Town Manager; Gregory Padick, Director of Planning; Robert Miller, Director Eastern Highlands Health District, Lon Hultgren, Director of Public Works
Date: May 9, 2011
Re: Request to Hire Consultant to Review Proposed Wells for Planned Ponde Place Project

Subject Matter/Background

At its last meeting, the Town Council referred for staff review an April 25, 2011 request from Ms. Alison Hilding to consider hiring a consultant to assist Town officials in reviewing potential drinking water and environmental concerns associated with proposed wells and the planned Ponde Place development off of Hunting Lodge Road. Since this Town Council referral, F.A. Hesketh & Associates, Inc., representing Keystone Companies, LLC (the Ponde Place developers), have applied to the CT Department of Public Utility Control and CT Department of Public Health (DPH) for approval of additional well locations for the subject project. It also is important to note that Mr. Robert Miller, Director of Eastern Highlands Health District, has discussed the pending application with a DPH staff reviewer. Mr. Miller has emphasized the importance of thoroughly studying the potential for leachate migration from the former landfill/chemical waste pit located east of the subject Ponde Place site and potential impacts on neighboring wells and intends to send a letter regarding this matter DPH officials.

In addition to state permits, the planned Ponde Place project will require an Inland Wetland Agency (IWA) License and Zone Change and Special Permit approvals from the Planning and Zoning Commission (PZC). The Town Council does not have any approval authority. The municipal permit review process will include public hearings and Mansfield's current fee schedule authorizes the IWA and/or the PZC to require independent consultant reviews at the expense of an applicant. The required Ponde Place applications have not yet been submitted to the IWA and PZC. In previous years, the Town has hired consultants to help review state projects that did not require local municipal permit approvals and the Town has hired, at the request of the IWA and PZC, consultants to assist with municipal application reviews. In the past the Town has not hired consultants for projects under municipal approval authority unless requested by the IWA and/or PZC.

The issues and concerns raised in Ms. Hilding's April 25th letter are considered relevant and very important with respect to the public's health and safety. These issues need to be addressed to the satisfaction of both State and municipal regulators pursuant to regulatory standards and legal procedures. As mentioned earlier, our Director of Health has communicated to DPH the importance of carefully studying potential environmental impacts.

Financial Impact

Mansfield's existing IWA and PZC fee schedules authorize independent consultant reviews of pending applications at an applicant's expense. Any other consultant expenditures would need to be paid for by the Town. It is anticipated that a private consultant's environmental review of the subject issues would cost in the thousands of dollars.

Legal Review

A legal review is not considered necessary at this time. Legal issues may arise during the processing of the anticipated Ponde Place applications

Recommendation

In keeping with past practice and the IWA/PZC review process, staff believes that it would be premature to hire an outside consultant to review potential drinking water and environmental concerns associated with the proposed Ponde Place development. We also need to be careful that it does not appear that the Town is taking a position on the project, which might influence our local regulatory bodies. The IWA/PZC review process includes provisions for peer reviews by independent environmental consultants, at an applicant's expense. When conducted as part of the formal application process, an independent peer review would focus on a specific development plan and the associated application materials.

I wish to emphasize that until such time that an application is submitted or the Council chooses another course of action, staff will continue to closely monitor the situation in collaboration with our health district.

Attachments

- 1) A. Hilding re: Request to Hire Consultant to Review Proposed Wells for Planned Ponde Place Project
- 2) M. Cook re: Request to Hire Consultant to Review Proposed Wells for Planned Ponde Place Project
- 3) J. & R. Talbot re: Request to Hire Consultant to Review Proposed Wells for Planned Ponde Place Project
- 4) B. & K. Usher re: Request to Hire Consultant to Review Proposed Wells for Planned Ponde Place Project
- 5) B. & K. Usher re: Ponde Place CPCN
- 6) A. Hilding re: Signed Statement from Residents of Meadowood Road
- 7) Loureiro Engineering Associates, Inc, G. Batchelder C.V.

17 Southwood Road
Storrs, CT 06268
April 25, 2011

Matt Hart, Town Manager
Town of Mansfield
4 South Eagleville Road
Storrs, CT 06268

Dear Matt,

I write to ask you to consider hiring Gail Batchelder of Loureiro Engineering to advise the Town of Mansfield on drinking water and environmental concerns with regard to the former UCONN landfill/chemical pits and Keystone Companies, LLC's proposed Ponde Place development. Ms. Batchelder represented well the interests of Mansfield on the Landfill Remediation Team. She is especially qualified to represent Mansfield's concerns with regard to the proposed Ponde Place project.

As you are aware, the site of the proposed Ponde Place development lies to the west and southwest of the landfill and chemical pits. Toxins with the footprint of the former UCONN chemical pits were found in wells along North Eagleville Road within a half mile of the proposed Ponde Place site as recently as 2001. (see attached) It is believed that the closure of domestic drinking wells along Hunting Lodge road may have been a factor in reducing the draw, and subsequent leaching, of toxins from the chemical pits. In this regard, the long-term pumping of community wells to the southwest of the chemical pits, such as proposed by the Ponde Place developers, might serve to mobilize the currently stabilized chemicals below the UCONN chemical pits. Surely the draw of multiple community wells, such as proposed by Ponde Place, would be greater than the draw of all of the former Hunting Lodge Road domestic drinking wells combined.

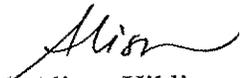
In addition to addressing the possibility of destabilizing toxins below the chemical pits, one also has to ask how large the water supply is to the greater neighborhood in light of Ponde Place's water consumption plans. Also of concern with regard to the proposed Pond Place development is the potential impact of the proposed community wells on the wetlands that lace through the site, as well as on the Pink Ravine mill pond which sits directly below the site, along with the Nelson brook which is a tributary to the Willimantic River in addition to being a local farm animal water source. It is my understanding that there can be a relationship between bedrock aquifers and surface water. The possibility that the proposed Ponde Place community wells might draw from the above mentioned surface water sources through indirect infiltration, or induction, should be addressed.

Given the number of potential problems raised by the possibility of introducing multiple community wells at the proposed Ponde Place site, and in light of the history of pollution in this area of town, it seems incumbent on the Town of Mansfield to make every reasonable effort to safeguard the health of the residents as well as the environment.

The first step to protect residents' health, along with the local environment, would be to call upon Gail Batchelder to review Keystone's current activity, as well as their future plans, and to advise the town as to what concerns she might have. No one on the town staff has her level of expertise or understanding of the complicated landfill/chemical pit water issues or the hydrogeology in this particular area of Mansfield.

I look forward to hearing from you.

Kind regards,


Alison Hilding

Attachments: one

cc: Robert Miller, Eastern Highland Health District, Grant Meitzler, Mansfield Inland Wetlands, Greg Paddick, Mansfield Planning and Zoning Commission



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



79 ELM STREET HARTFORD, CONNECTICUT 06106

PHONE: (860) 424-3001

Arthur J. Rocque, Jr.
Commissioner

February 22, 2001

John D. Petersen
Chancellor
University of Connecticut
352 Mansfield Road, U-86
Storrs, Connecticut 06269-2086

RE: UConn Landfill, Consent Order SRD-101
Letter dated December 19, 2000

Dear Chancellor Petersen:

Thank you for your letter dated December 19, 2000. I have reviewed your responses to the two work tasks required by my letter dated November 30, 2000. These tasks are a survey of all water supply wells and a survey of all undeveloped property in the vicinity of the University's landfill. The work you have proposed is conceptually on track with the direction I had intended. My staff will be working with the University's landfill investigation project team to ensure that the details of the work are appropriate.

I am also responding to two items in your letter under the heading "Future Actions." The first item asked about the criteria that the Department would use to determine when a residence is required to be connected to the University's public water system. The second item was a request for the Department to provide the results of any investigations of potential sources of pollution that the Department is conducting in the area.

To respond to your first question, I refer you to the Consent Order issued June 26, 1998. That order requires the University to provide potable water to any property whose well is polluted or which reasonably can be expected to be polluted by the landfills or the chemical pits. The criteria outlined by my staff, which you describe in your letter, simply paraphrases the requirement in the order. Please note that, if the DEP determines that any level of pollution, not only pollution that exceeds drinking water standards, in a well is attributable to the University's waste disposal activities, potable water must be provided in accordance with the procedures in the Consent Order paragraphs B.5.a and B.5.b.

Consequently, as my staff has advised the University, we have reviewed all the drinking water well data in light of the data obtained in the investigation of the landfill and the interim monitoring program, including the discovery of pollution at 202 North Eagleville Road. As a result, I have determined that five drinking water wells serving six properties have been polluted or can reasonably be expected to be polluted with volatile organic compounds attributable to the chemical pits. Therefore, you are hereby notified that the provision of short-term and long-term potable drinking water pursuant to paragraphs B.5.a and B.5.b is required for the following properties:

1. 194 North Eagleville Road
2. 197 North Eagleville Road
3. 203 North Eagleville Road
4. 204 North Eagleville Road
5. 207 North Eagleville Road
6. 208 North Eagleville Road

John D. Peterson, Chancellor

Page 2

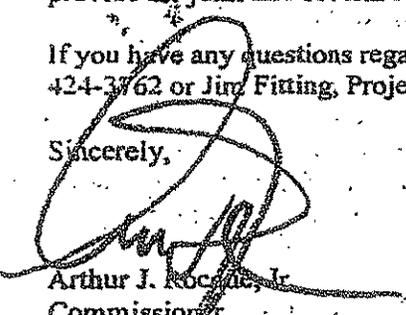
February 22, 2001

You also requested that the Department keep the landfill investigation project team informed of the findings of any investigation of potential sources of pollution adjacent to or within the study area. I have advised my staff to share the results of any investigation they conduct of nearby potential sources of pollution. To date my staff have conducted a limited investigation of a potential source of pollution at 153 North Eagleville Road, the site of a former dry cleaning business and the data from that investigation was provided to the University at the January Technical Review Committee meeting. My staff are in the process of completing their investigation at the site and will be evaluating various potential courses of action for addressing that source of pollution.

Please be aware that my staff do not believe that there is currently evidence that the plume of polluted groundwater emanating from the landfill and chemical pits has co-mingled with a plume from any other source of pollution. If that were the case, the University would still be responsible, pursuant to the Consent Order, for any pollution that it created. The statutes under which the Consent Order was issued provide for joint and several liability.

If you have any questions regarding these matters, please contact Elsie Patton, Assistant Director, at (860) 424-3762 or Jim Fitting, Project Manager at (860) 424-3910.

Sincerely,



Arthur J. Kocian, Jr.
Commissioner

AJR/djf/lan

cc: Scott Brohinsky, UConn
James M. Pietrzak, UConn
Larry G. Schilling, UConn
George T. Kraus, UConn
Martin H. Berliner, Mansfield
Rick Standish, Haley & Aldrich
Brian Cutler, LEA
Gail Batchelder, HGC

Charles Franks, EPA
Jennifer Kertanis, DPHS
John England, DEP
Ayla Kardestuncer, Mansfield Common Sense
Nancy Farrell, Regina Villa Associates
Susan Soloyanis, Mitretek Systems
Robert L. Miller, EHHO
George Korfiat, Stevens Institute of Technology

Sunday May 1, 2011

Dear Matt,

Please support Alison Hildings
request to hire Gail Botchelder of
Lourier Engineering. Today's environment
is more fragile than ever. For the
future we need to do the VERY BEST
we can.

Sincerely
Merrill Cook

26 Southwood Rd
Storrs, CT 06268

May 2, 2011

Matt Hart, Town Manager
Town of Mansfield
4 S. Eagleville Rd.
Storrs, CT 06268

Dear Mr Hart:

We support Alison Belding's request to hire Gail Batchelder of Laurens Engineering to advise the town on the drinking water and environmental concerns from the proposed Ponds Place development.

It is necessary for her to analyze the effect that this development will have with regard to the former UConn landfill/chemical pits on the quality of our drinking water.

Sincerely,

Jenise T. Talbot
Robert B. Talbot

April 26, 2011

Mr. Matt Hart, Town Manager
Town of Mansfield
4 South Eagleville Road
Storrs, CT 06268

RE: Proposed Ponde Place Project

Dear Mr. Hart:

We write in support of Alison Hilding's request that the Town of Mansfield hire Gail Batchelder of Loureiro Engineering to advise our town on drinking water and environmental concerns with regard to former UConn landfill/chemical pits and Keystone Companies, LLC's proposed Ponde Place development.

We live on 44 Meadowood Road and take care of two adult dependents. We are responsible for their welfare and we are very worried about the safety of drinking water in light of well drillings relative to the proposed Ponde Place project. The fact that frightening chemicals were disposed of not far from our property leaching into several wells scares us. We can't help but think that drawing a considerable amount of water from these wells will contaminate and restrict our well and the wells of our neighbors.

We love living in Mansfield and have lived here for over twenty-seven years. We have lived on Meadowood Road since 1985. It would break our hearts to move out of this town. We've always believed that our town leaders had our best interests at heart. We hope that you will look into every possible implication that the proposed Ponde Place will have on our environment. This will affect Mansfield residents for many, many years to come.

We realize that the proposed Ponde Place project is one of hundreds on your plate. We are grateful for your efforts and attention. We look forward to hearing from you.

Sincerely,

Handwritten signature of Brian and Kathy Usher in cursive script.

Brian and Kathy Usher

860-429-0726

860-208-4892

Copy to Mr. Hart

April 23, 2011

Mr. Thomas Chyra, P.E.
State of Connecticut Department of Public Health
Drinking Water Section
410 Capitol Avenue MS #51 WAT
P.O. Box 340308
Hartford, CT 06134

Re: Ponde Place CPCN
DPH Project Number 2008-0312
DPUC Docket Number 09-02-10

Dear Mr. Chyra:

We are writing with deep concerns regarding the impact of well drilling relative to the proposed Ponde Place project.

We moved into our home on Meadowood Road in 1985. A year later, our previously healthy young daughter was diagnosed with a brain virus of unknown origin. She suffered from hundreds of seizures daily. Two years later, she had to have a hemispherectomy to save her life. Around this time, we were alerted to the fact that every home on our road had a resident who had perished from or who was suffering from various forms of cancer. We also found out about the UConn Chemical Landfill and the affects this was having on our neighborhood wells. This was incredibly shocking and nerve wracking to say the least!

We are hardworking good citizens of our community. We have a right to safe drinking water. We purchased our home in good faith and expected that our drinking water was safe for us. We are deeply worried that the drilling of wells for the proposed Ponde Place project will upset water content and flow to our well. We were not informed of this process and we were shocked to hear drilling at 8AM during the past two weeks.

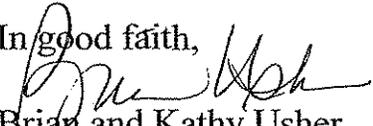
We have been extremely cooperative with the State of Connecticut regarding the UConn Chemical Landfill and trusted that the Department of Public Health would monitor this situation and insure that our family would be safe in drinking our well water.

We are asking you to assure us that the water we are currently drinking is safe and that our wells have not been contaminated or compromised due to the recent drilling by the proposed Ponde Place project administrators. We are asking you to assure us that should the proposed Ponde Place project receive approval to proceed with the establishment and use of wells for their buildings, that our well water and our neighbors' well water will be safe to drink and will not be reduced by the amount of water consumed by the residents and administrators of the Ponde Place facilities. The UConn Chemical Landfill was a nightmare for us. We trusted our local and State officials to correct this travesty.

We do not wish to oppose progress when it benefits our community. However, we must vehemently oppose when unnecessary progress infringes upon our safety and well-being. We still do not have an answer for our daughter's brain virus and we are, once again, driven to question our drinking water and the effects the proposed Ponde Place will have on our family's health.

We are looking forward to hearing from you and working with you on this urgent crisis.

In good faith,


Brian and Kathy Usher
44 Meadowood Road
Storrs, CT 06268



860-208-4892 cell
860-429-0726 home

17 Southwood Road
Storrs, CT 06268
April 21, 2011

Thomas Chyra, P.E.
Supervising Sanitary Engineer
Drinking Water Section
Department of Public Health, State of Connecticut
410 Capitol Avenue- MS # 51WAT
P.O. Box 34038
Hartford, CT 06134

Dear Tom,

I have attached a signed statement from residents of Meadowood Road that confirms the failure of Keystone Companies, LLC to make a reasonable effort to gain access to domestic wells on Meadowood Road for monitoring purposes. I present this document to you to challenge the representation made by Mr. P. Anthony Giorgio of Keystone Companies, LLC in his **April 6, 2011** letter to you (copy attached) as well as his **December 6, 2010** letter, (copy attached) that Keystone was not permitted to monitor wells on Meadowood Road.

In this regard, please note the last sentence of **item 2** of Mr. Giorgio's **April 6, 2011** letter. It reads as follows, "Fortunately, a neighbor on Northwood (#65) gave us permission to monitor his well and a monitoring device was installed on March 15; however, we were not permitted to do the same with folks on Meadowood."

Consistent with the above misrepresentation by Mr. Giorgio, please note **item 6** entitled "**Monitoring Neighboring Wells**" in his letter to you dated **December 6, 2011**. In this letter Mr. Giorgio states that Keystone Companies LLC will attempt to monitor the wells of neighbors on Meadowood and Northwood Roads. He continues on to state, "If these neighbors are, once again, uncooperative, we will attempt to obtain confirmation of their refusal in writing. We will also notify them by certified mail, Return Receipt Requested. In the event of their lack of cooperation, we will install a new monitoring well as close as we can to their residences and monitor it during the 72 hour test. You have agreed that these good faith efforts to notify and monitor the neighbors' wells will satisfy our requirement to measure the impact of the draw of our wells on theirs."

I expressed to you yesterday by telephone my opinion that DPH has been remiss in not requesting proof from Mr. Giorgio of his representation that the Meadowood Road residents have refused to make their wells available for monitoring. Additionally, I suggested to you that Mr. Giorgio's representation that Keystone had no other option than to drill a monitoring well was a scheme to enable Keystone to engage in unsupervised exploratory drilling with the real goal of finding more productive wells than those that were drilled last year.

Linda Robinson, the owner of 38 Meadowood Road, is the only Meadowood resident that I have been able to determine was actually asked by Keystone representatives to have her well monitored in the spring of 2011. In 2010 or 2009 Linda Robinson was also asked by Keystone to make her well available for monitoring and she agreed. At that time the installation of the monitoring device in her well caused a large release of sediment in her drinking water, clogging filters and staining kitchen and bathroom fixtures. She was understandably troubled by this occurrence and asked that the monitoring device be removed. Given this history, if Keystone was looking for a negative response to their request to monitor a residential well on Meadowood in 2011, they could not have chosen more wisely than 38 Meadowood.

I am not aware of any communication from DPH or DEP that identifies 38 Meadowood Road as the only acceptable residential well for monitoring on Meadowood Road. Moreover, if the location of the Robinson well were to be represented by Keystone as uniquely valuable for monitoring, and in this contrasted to all other Meadowood wells, than what justification can they give for the location of the recently drilled monitoring wells which are even further away from 38 Meadowood?

I find that Keystone Companies LLC has provided DPH with no reasonable justification for the monitoring wells that they have recently drilled. Surely their claim that they were refused access to residential wells on Meadowood is as false and misleading as it is useful to them.

Moreover, I question the value of using monitoring wells in lieu of monitoring the existing Meadowood Road residential drinking wells. Likewise, I believe that the current plan to use a monitoring well to determine the impact of Keystone pumping on the Carriage House community wells will not be representative of the true impact on these existing community wells. It is my understanding that the characteristics of fractured bedrock are such that there is no reason to believe that what occurs in the independent monitoring wells would necessarily accurately reflect the impact to either the Meadowood Road residential wells or the Carriage House community wells during the pumping of Keystone's most recently drilled four wells.

I look forward to hearing from you.

Sincerely,


Alison Hilding

Attachments: seven pages

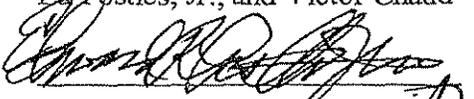
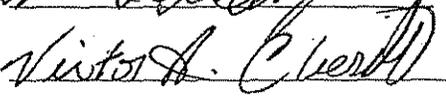
cc: Donald E. Williams, Jr., Senate President Pro Tempore
Jim Perras, Esq., Special Executive Assistant, Office of the Senate President Pro Tempore
Mark R. Lewis, Environmentalist Analyst, Department of Environmental Protection

April 21, 2011

We, the undersigned residents of Meadowood Road in Storrs, Connecticut, have never been asked by anyone from Keystone Companies, LLC of Avon, CT, or any of their representatives or affiliates, to make our drinking well available for monitoring purposes during the test pumping of their wells at the proposed Ponde Place development site.

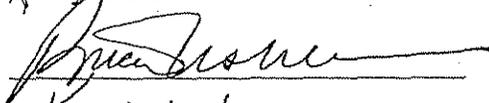
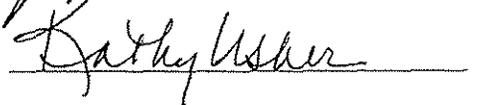
Ed Postles, Jr., and Victor Chadd

22 Meadowood Road

Kathy and Brian Usher

44 Meadowood Road

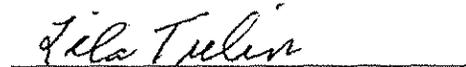
Lisa Young

41 Meadowood Road



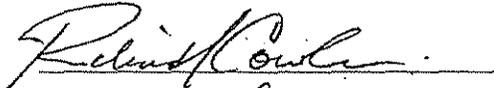
Lila Tulin

47 Meadowood Road



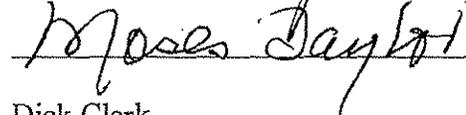
Richard and Liz Cowles

50 Meadowood Road



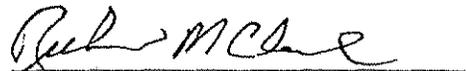

Taylor and Clara Moses

60 Meadowood Road

Dick Clark

65 Meadowood Road



April 21, 2011

I, **Honour D'Amato** of 55 Northwood Road in Storrs, Connecticut, have never been asked by anyone from Keystone Companies, LLC of Avon, CT, or any of their representatives or affiliates, to make my drinking well available for monitoring purposes during the test pumping of their wells at the proposed Ponde Place development site.

Honour D'Amato

Attachment to A. Hilding letter to Tom Chyra, CT DPH, April 22, 2011

It is my understanding that the residences at 11, 12, 21, and 28 Meadowood Road are connected to the University of Connecticut water supply system.

I contacted John Miller the owner of 54 Meadowood Road by e-mail and he confirmed by e-mail that he has never been contacted by Keystone to monitor his well. A Xerox copy of his response is presented below.

jmiller386@cox.net <jmiller386@cox.net>
Reply-To: jmiller386@cox.net
To: Alison Hilding <aahilding@gmail.com>

Thu, Apr 21, 2011 at 12:04 AM

I have had no contact from Keystone.

Sent from my Verizon Wireless BlackBerry

Additionally, I have attached a statement from Honour D'Amato of 55 Meadowood Road confirming that she has never been contacted by Keystone to monitor her well.

I was not able to reach Pearl Widmer the owner of 61 Meadowood Road. She is quite elderly and it was suggested that she is in a nursing home.

56 East Main Street
Suite 202
Avon, CT 06001
p: 860.677.5555
f: 860.677.5590



Tom Chyro, P.E.
State of Connecticut Department of Public Health
Drinking Water Section
410 Capitol Avenue MS#51WAT
PO Box 340308
Hartford, CT 06134

Dear Tom:

As a follow-up to our recent phone conversation here are the salient aspects of that conversation. In our effort to conduct a new 72 Hour Test at Ponde Place we have encountered several new conditions.

1. Despite our repeated attempts to negotiate an access agreement, we have been denied access to monitor the wells at Carriage House. Because a pending sale the current owners refused to renew our previous license agreement. All attempts to contact the new owners have also been unsuccessful. In light of this situation we intend to use one of our original four wells to monitor Carriage House during our new 72 Hour Test. The locations of our original four wells (Wells #1 through #4) are shown on the attached site plan along with the locations of the Carriage House wells.
2. We committed to install a monitoring well along our south east property line to monitor the wells of several of our residential neighbors on Northwood and Meadowood Drive. Fortunately, a neighbor on Northwood (#65) gave us permission to monitor his well and a monitoring device was installed on March 15; however, we were not permitted to do the same with folks on Meadowood.

To evaluate potential impacts to the wells in the Meadowood Drive neighborhood we installed a surrogate well (labeled Well #5 on the attached plan) near the southeastern property boundary. We located a spot for the monitoring well using DPH criteria, engaged Laframboise to do the work, and the drilling began once the weather cooperated. As part of the process we made provisions to potentially utilize the new well for a possible production well if it had meaningful yield. Based on a preliminary step test of the well, it produced +/- 20 gpm at a depth of +/- 250 feet.

We then authorized the drilling of a second well (Well #6) for use as a monitoring well and once again found a possible production well with similar yield to Well #5 at a similar depth. These results began to raise significant questions about the viability of our original four wells since we appear to have two new wells that yield more water per minute than all four of the original wells combined.

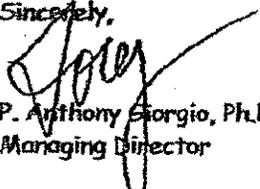
The Keystone Companies' logo mark is based on the Renaissance plan of the ideal city devised by Italian architect Antonio Averlino (c1400-69) — of two squares intersecting within a circle to create the ground plan.

Still needing the monitoring well we have authorized a third well to be drilled in this area (Well #7), once again utilizing DPH criteria to provide us with the flexibility to include this well in our field if the yield is acceptable. We anticipate that work will be done this week. If the yield from Well #7 is acceptable, a final monitoring well will be drilled at the location shown on the attached plan to monitor potential effects on the Meadowood neighborhood wells.

3. Throughout all of this work we have been monitoring water levels at the four original wells located on the northern portion of the property (Wells #1 -#4), and the three UCONN landfill monitoring wells and at two stream locations as specified by the CTDEP. The locations of the UCONN landfill monitoring wells are shown on the attached plan. A significant, and revealing, amount of data has been gathered from these monitoring activities. This monitoring will continue during our new 72 Hour Test.
4. In light of the production potential in the new well field (consisting of Wells #5, #6 and potentially #7) we anticipate using these new wells for our 72 Hour Test. We recognize that this may require an amendment to our current application and look to you for guidance. Our team is ready to conduct the new 72 Hour Test next week once the remaining wells are installed. During the 72 Hour Test we will continue to monitor conditions at the UCONN landfill wells and the residential well at 65 Northwood. Further, conditions proximate to Carriage House will be evaluated by monitoring one of the four existing wells (Wells #1-#4), and conditions proximate to Meadowood will be evaluated using the proposed monitoring well.

After your review of this update, and the analysis of the attached exhibit, please contact me with any questions or suggestions.

Sincerely,


P. Anthony Giorgio, Ph.D.
Managing Director

PAG/ses

cc: Stanley Dynia - GZA Environmental
Gary Cluen - GZA Environmental
Adam Henry - GZA Environmental
Jeffrey Simmons - GZA Environmental
David Ziaks - F.A. Hesketh & Associates
Roger Kellman - F.A. Hesketh & Associates
Atty. Thomas Fahey - Fahey, Landolina & Associates
Paul Laframboise - Laframboise Well Drilling Co.

56 East Main Street
Suite 202
Avon, CT 06001
p: 860.677.5555
f: 860.677.5590



December 9, 2010

Thomas Chyra
Department of Health
410 Capitol Avenue MS #51WAT
PO Box 340308
Hartford, CT 06134

RECEIVED
DRINKING WATER SECTION
2010 DEC 13 A 8:13

Re: DPA Project No. 2008-0312
DPC Docket No. 09-02-10
Review of Phase 1-B Application for a "Certificate of Public Convenience and Necessity"
(CPCN) for Ponde Place, 170 Bed Student Housing, Mansfield, Connecticut

Dear Tom:

Thank you for meeting with us on Monday, December 6, 2010. The input received will help us to focus on the remaining items that your department needs for the completion of its review.

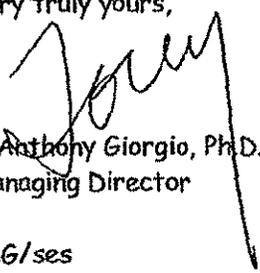
Here are the takeaways from Monday's meeting:

1. **PROJECT SIZE** - This is written confirmation that our project has been reduced from 640 students to no more than 180 students, and a revised site plan showing one building to be constructed without phasing. You will analyze our application to determine whether our proposed water system can meet an anticipated minimum daily demand of 75 gallons per capita per day.
2. **CWC AGREEMENT** - We submitted correspondence from the Connecticut Water Company (CWC) dated June 8, 2010 and a copy of the executed agreement between the applicant and CWC. After some discussion with CWC representatives, you indicated that these are sufficient to satisfy the ownership requirements set forth in Section 16-262m-6(d) of the applicable Connecticut regulation at this stage.
3. **WELL STABILIZATION** - Because well #3 was not stabilized for 24 consecutive hours, we will conduct another 72 hour test for all four wells approved in Phase 1A.
4. **CARRIAGE HOUSE WELL MONITORING** - During testing, we will monitor well #2 at the Carriage House apartments and attempt to monitor well #1. If we cannot get access and cooperation with respect to well #1, we will so indicate and provide you with proof of our efforts to do so.

5. **DEP NOTIFICATION AND CONSENT** - In the event that we cannot obtain written confirmation from the Department of Environmental Protection that our wells did not negatively influence the UCONN land fill monitoring wells, we will also monitor them again.
6. **MONITORING NEIGHBORING WELLS** - We will attempt to monitor the wells of neighbors on Meadowood and Northwood Roads. If these neighbors are, once again, uncooperative, we will attempt to obtain confirmation of their refusal in writing. We will also notify them by certified mail, Return Receipt Requested. In the event of their lack of cooperation, we will install a new monitoring well as close as we can to their residences and monitor it during the 72 hour test. You have agreed that these good faith efforts to notify and monitor the neighbors' wells will satisfy our requirement to measure the impact of the draw of our wells on theirs.
7. **TURBIDITY** - We understand that well #2 had a turbidity in excess of the limit and we will address this at the appropriate time as it is not an issue that needs to be resolved during the review of the 1-B application.
8. **TIMELINE** - Once we have completed the above, your Department will promptly review, revise and complete its report and recommendation to the DPUC.

I believe this accurately reflects the understanding arrived at on Monday's meeting. Please review this at your earliest convenience and let me know if you have any questions or concerns.

Very truly yours,


P. Anthony Giorgio, Ph.D.
Managing Director

PAG/ses

Cc: David Ziaks - FA Hesketh
Tom Fahey - Fahey, Landolina & Associates
Dave Radka - CWC
Terry O'Neill - CWC
Keith Nadeau - CWC
Pat Bisacky - DPH
Raul Tejada - DPH
Lori Mathieu - DPH
James Vocolina - DPUC
Stanley Dynia - GZA Environmental
Gary Cluen - GZA Environmental
Karl Krapek - The Keystone Companies, LLC



FVF

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

April 13, 2011

Mr. P. Anthony Giorgio, Ph.D.
Managing Director
The Keystone Companies, LLC
56 East Main Street, Suite 202
Avon, CT 06001

RECEIVED
APR 13 2011
EASTERN HIGHLANDS
HEALTH DISTRICT

Re: Ponde Place CPCN
DPH Project Number 2008-0312
DPUC Docket Number 09-02-10

Dear Dr. Giorgio:

The Department is in receipt of a written correspondence from you dated April 6, 2011 which was a follow up to our phone conversation on April 1, 2011 regarding the current status of the proposed development. You indicated that new monitoring wells have been drilled along the southeastern portion of the property. The original intent of these monitoring wells was to evaluate the impact to private wells in the area during the new 72 hour yield test of the original four production wells since you were not able, with the exception of one homeowner, to obtain access to private wells for monitoring. You indicated that your intent now is to utilize the new monitoring wells as production wells since it appears that their potential safe yield may be significantly higher than the original four wells. It is anticipated that a yield test of the new monitoring wells would begin during the next week or two. In addition, due to not being able to monitor both Carriage House wells during the new yield test, you are proposing to use one of the original four production wells as a monitoring well for Carriage House Apartments.

Although there currently is not any limitation in the CPCN regulations preventing you from conducting the yield test on these new wells, please note that the Department and DPUC will not issue Phase 1B approval for the new wells unless a revised Phase 1A application is submitted and approved. Therefore, it is highly recommended that you submit a revised Phase 1A application with well site applications for any new wells outside the scope of the original Phase 1A application. Part of the revised submission should be a plan certified by your hydrogeologist indicating how effects to neighboring wells will be monitored during the yield test. This plan should indicate which specific wells will be monitored. It is also recommended that you discuss with DEP any concerns they may have with the location of the new wells with respect to the UConn landfill monitoring wells and any additional recommendations they may have during the new yield test.



Phone: (860) 509-7333
Telephone Device for the Deaf (860) 509-7191
410 Capitol Avenue - MS # 51WAT
P.O. Box 340308 Hartford, CT 06134
Affirmative Action / An Equal Opportunity Employer

Jeffrey W. Polhemus

FYI

From: Tony Giorgio [tony@thekeystonecompanies.com]
Sent: Thursday, April 14, 2011 9:47 AM
To: 'Chyra, Thomas'
Cc: 'Mathieu, Lori'; 'Hage, Michael'; 'Mcphee, Eric'; 'Bisacky, Patricia'; 'Tejada, Raul'; 'David Ziaks P.E.'; tom@faheyland.com; Gary.Cluen@gza.com; TONeill@ctwater.com; DRadka@ctwater.com; KNadeau@ctwater.com; james.vocolina@po.state.ct.us; EHHD General Info; 'Wingfield, Betsey'; Matthew W. Hart
Subject: RE: Ponde Place *Mansfield*
Tom:

Thank you for the formal response. It is our intention to submit a revised Phase I application with all supporting documentation typically required. We expect to accomplish this by Friday 4/22/11. If our plans change we will contact you as soon as possible.

Tony

From: Chyra, Thomas [mailto:Thomas.Chyra@ct.gov]
Sent: Wednesday, April 13, 2011 4:35 PM
To: 'Tony Giorgio'
Cc: Mathieu, Lori; Hage, Michael; Mcphee, Eric; Bisacky, Patricia; Tejada, Raul; 'David Ziaks P.E.'; tom@faheyland.com; Gary.Cluen@gza.com; TONeill@ctwater.com; DRadka@ctwater.com; KNadeau@ctwater.com; james.vocolina@po.state.ct.us; 'EHHD@ehhd.org'; Wingfield, Betsey; 'hartmw@mansfieldct.org'
Subject: Ponde Place

Tony,

Please see attached our formal response to your letter of April 6, 2011 regarding using the new monitoring wells as the production wells for the project.

Tom Chyra



Loureiro Engineering Associates, Inc.

GAIL L. BATCHELDER, Ph.D., P.G., L.E.P.
Technical Director – Hydrogeology

Education

Doctor of Philosophy, Geology
University of Massachusetts, 1991

Master of Science, Geology
University of Massachusetts, 1984

Bachelor of Arts, French, 1973
Tufts University

Professional Licenses/Registrations

Professional Geologist:
New Hampshire, #682
Pennsylvania, #PG003120G
Wisconsin, #835

Licensed Environmental
Professional, Connecticut, #105

Professional Affiliations

American Geophysical Union

National Ground Water Association

Environmental Professionals'
Organization of Connecticut

Society for Women Environmental
Professionals – CT Chapter

Society for Women Environmental
Professionals – MA Chapter

Connecticut Geological Society

Key Practice Areas

site investigation/remediation; groundwater and surface water hydrology and geochemistry; fate and transport of organic and inorganic chemicals in soil and groundwater; conceptual site modeling/site characterization in overburden and fractured bedrock settings; watershed studies; quality assurance activities

Summary Biography

During over 25 years experience as a hydrogeologist and geochemist, Dr. Batchelder has been primarily responsible for directing projects dealing with soil and groundwater contamination. These projects have covered a range of investigation services, including subsurface exploration, soil and groundwater sampling, data analysis and review, assessment and evaluation of complex hydrogeologic and geochemical data, and performance of groundwater pumping tests and vapor extraction pilot tests. She has also been responsible for the development and implementation of remedial action plans, evaluation of appropriateness and feasibility of proposed remedial technology, field consultation during implementation of remedial measures, and evaluation of the effectiveness of remedial measures. Responsibilities on the majority of these projects have included development of scopes-of-work, review of technical reports, supervision of hydrogeologic and other technical personnel, preparation of quality assurance project plans, and project management. In addition to site investigation and remediation projects, Dr. Batchelder has directed aquifer protection studies, water supply investigations and performance of large-scale pumping tests, and development of hydrologic and nutrient budgets for town-wide water supply and lake studies.

As Technical Director – Hydrogeology at Loureiro Engineering since 1991, Dr. Batchelder's primary duties include developing conceptual hydrogeological models of groundwater flow and contaminant migration in a variety of geologic settings, including both overburden and fractured bedrock aquifers; developing and/or reviewing all hydrogeologic and geochemical aspects of site investigations and remediation activities; and working closely with project managers and junior-level staff to develop scopes of work and evaluate data to ensure that the activities performed and interpretation of results meets the data quality objectives for each project on an individual basis.

Dr. Batchelder has also developed and conducted seminars, workshops, and training courses for licensed environmental professional on such topics as conceptual site modeling, site characterization, professional ethics/professional conduct, and Quality Assurance/Quality Control.

LOUREIRO COMPANIES

New Hampshire Office
10 Twin Bridge Road
Merrimack, NH 03054
603-423-0025

Corporate Office
100 Northwest Drive
Plainville, CT 06062
860-747-6181

Rhode Island Office
P.O. Box 672
Wakefield, RI 02880
401-965-7608



Summary of Professional Experience:

Site Investigation Projects

- Directed, managed, and/or reviewed complex hydrogeologic and geochemical investigations at numerous large- and mid-sized manufacturing facilities, some consisting of hundreds of soil borings and groundwater monitoring wells to evaluate the nature and three-dimensional extent of contamination in soil and groundwater, then used results of the investigations to evaluate compliance with respect to regulatory standards or to develop appropriate remedial alternatives
- Reviewed reports and evaluated data from RCRA facility investigations and a Corrective Measures Study/Corrective Measures Implementation for a facility at which up to 800 soil borings had been advanced and over 120 monitoring wells had been installed to multiple depths in the overburden aquifer
- Directed and/or managed over 300 environmental site assessments and subsurface investigations driven by real estate transactions, including development of scopes-of-work, evaluation of results, and review or preparation of final report
- Directed subsurface investigations and evaluated on-going, long-term groundwater monitoring programs at approximately 80 retail gasoline stations

Remediation-related Projects

- Provided technical review and evaluation of remedial alternatives and remedial design on a wide range of projects types and scales to address a variety of contaminants, including separate- and dissolved-phase petroleum hydrocarbons and solvents in soil and groundwater, as well as metals. Hydrogeologic settings ranged from overburden to bedrock and included coastal and wetland areas. Sites included small, retail and manufacturing facilities, as well as large-scale manufacturing sites with multiple contaminants.
- Evaluated remedial alternatives and designed an innovative remedial approach to address a release of chlorinated solvents for a site with complex hydrogeologic characteristics and both residual and recoverable separate-phase, dense non-aqueous phase liquid in the subsurface
- Provided technical assistance in the review, evaluation, and selection of remedial strategies for multiple sites where contaminants of concern included chlorinated solvents, petroleum hydrocarbons, metals, semivolatile organic compounds, PCBs, cyanide, and/or pesticides
- Developed and reviewed remedial action plans to remediate soil and groundwater contamination and reviewed existing remedial efforts to suggest alternatives at over 20 retail gasoline stations, including the design and implementation of pilot tests for soil vapor extraction and groundwater recovery systems
- Evaluated data from subsurface investigations at over 30 retail gasoline stations to assist project manager in recommending appropriate remedial strategies to address each situation
- Provided technical assistance to regulatory agency in emergency response efforts to recover over 7,000 gallons of gasoline from an overnight release at a Department of Public Works facility in a metropolitan area and prevent the release from entering the city's municipal storm drain system and to address the instantaneous release of 900 gallons of fuel oil at a railroad yard
- Evaluated on-going remediation efforts at fuel distribution terminals and railroad yards

Landfill-related Projects

- Provided consulting services to a state Department of Environmental Protection to address hydrogeological and geochemical issues associated with an arsenic plume emanating from a landfill at a former U.S. Army base; evaluated long-term hydrologic and geochemical data and geologic and hydrogeologic characteristics to develop a conceptual site model that addressed surface water-groundwater interactions in the adjacent stream and pond and geochemical characteristics and behavior of the arsenic plume in three dimensions
- Participated as technical consultant for the municipality as a member of a Technical Review Committee composed of representatives from various stakeholder groups to review the scope of work and evaluation of



results from an investigation of a university landfill that included chemical disposal pits as well as municipal waste; reviewed and evaluated investigation data that included results from cutting-edge surface and borehole geophysical techniques and multi-level water-level measurement/groundwater sampling devices, as well as private water supply wells

- Reviewed data from landfill investigations as part of a litigation support effort for a Superfund Landfill
- Designed groundwater monitoring programs and evaluated data to evaluate the horizontal and vertical characteristics of leachate discharges from municipal landfills to groundwater and surface water
- Designed and conducted geophysical investigations of landfills using a variety of geophysical techniques (seismic refraction, electrical resistivity, terrain conductivity) to evaluate various landfill characteristics, such as depth to water, location of individual disposal cells, nature of underlying unconsolidated materials and depth to bedrock, and locations of plumes emanating from landfills

Other Hydrologic and Geologic Projects

- Provided expert opinions in opposition to development of a golf course and future housing development in a rural headwaters area in northwestern Connecticut that included trout streams and private water supplies; evaluated watershed characteristics and geology, data from two separate pumping tests on several bedrock wells, potential short- and long-term effects of large-scale water withdrawal from a bedrock aquifer on surface water and groundwater in the area, and potential effects of chemical use associated with the golf course on surface water and groundwater quality
- Performed water budget and nutrient evaluations for several lakes in both urban and rural setting as part of local efforts to improve or protect water quality by better management of stormwater and septic tank inflow
- Designed and conducted aquifer protection studies for municipalities to evaluate areas of the towns where zoning by-laws could be used effectively to protect existing or potential public water supply areas
- Designed and evaluated data from a snowmelt study for a small ski area to determine whether the quality spring runoff from manmade snow would adversely impact the local reservoir used as a town water supply
- Designed and conducted several large-scale, multiple-day, pumping tests to evaluate the potential for development of public water supplies for quantities ranging from a sustained supply of 35 gallons per minute to one million gallons per day on a periodic basis to sustain a snowmaking operation

Professional Education and Training Activities

- Developed and presented, in conjunction with members of the environmental professionals' organization in Connecticut, an eight-hour training session on site investigation techniques and approaches to site characterization (presented in 1996)
- Developed and presented, with three other professionals, an eight-hour continuing education seminar/workshop on professionalism and professional ethics for licensed environmental professionals (presented in 1998, 1999, and 2007)
- Developed and presented a three-hour workshop on professionalism and professional ethics for environmental professionals at the University of Massachusetts International Conference on Contaminated Soil, Sediment, and Water (presented in 1999)
- Developed and presented, in conjunction with the Departments of Environmental Protection and the respective professional organizations in Connecticut and Massachusetts, two-day continuing education seminars/workshops on conceptual site modeling (presented in 2000)
- Developed and presented, in conjunction with the Department of Environmental Protection and the environmental professionals' organization in Connecticut, an eight-hour continuing education seminar/workshop on site characterization (presented in 2003 and 2004)
- Developed and presented, with the members of the Massachusetts Board of Registration for Licensed Site Professionals, an eight-hour continuing education seminar on the Board's Professional Conduct Regulations (presented in 2003, 2004, and 2005)



- Developed and presented to Connecticut Department of Environmental Protection staff two half-day training sessions on conceptual site modeling and site characterization (presented in 2005)
- Developed and presented in conjunction with representatives from the Connecticut Department of Environmental Protection, Connecticut Department of Public Health, private laboratories, and other licensed environmental professionals, two four-hour training sessions on Connecticut's quality assurance/quality control program for environmental data (first session presented in 2005, second training session in 2009)
- Developed and presented, with the Deputy Commissioner for the Bureau of Waste Site Cleanup at the Massachusetts Department of Environmental Protection and another member of the Board of Registration for Licensed Site Professionals, three three-hour workshops on issues associated with Downgradient Property Status, emerging investigation techniques, and professional conduct at the International Conference on Contaminated Soil, Sediment, and Water (presented in 2006, 2007, 2008, and 2010)
- Developed and presented, with the company president, a three-hour training module on professionalism and professional ethics for company personnel in supervisory positions (presented in 2008)
- Initiated work group comprised of licensed environmental professionals and a representative from the Connecticut Department of Environmental Protection to develop guidance for environmental professionals on compliance with regulatory groundwater monitoring requirements (2003 to 2004)
- Invited by the Connecticut Department of Environmental Protection to assist in the initiation of two work groups comprised of licensed environmental professionals and representatives from the Connecticut Department of Environmental Protection to develop a guidance document on site characterization (published 2007) and to design a quality assurance/quality control program for generation and evaluation of environmental data, as well as guidance documents for that program (one published in 2007 and one in 2009)
- Participating in Connecticut Department of Environmental Protection work group to develop training on *in situ* remediation techniques using subsurface injection of various types of chemicals (2009 to present)
- Participating in Connecticut Department of Environmental Protection work group to prepare guidance on Technical Impracticability Waivers for groundwater contamination at applicable sites

Professional Publications

- Nelson, J.R, Batchelder, G.L., Radville, M.E., and Albert, S.A. (2006), Using Multiple Lines of Evidence to Demonstrate that Elevated Arsenic Groundwater Concentrations are Naturally Occurring, in *Contaminated Soils, Sediments and Water*, volume 12, Manuscripts from the 22nd Annual International Conference on Contaminated Soil, Sediment, and Water, pp. 61 – 76.
- Yuretich, R., Knapp, E., Irvine, V., Batchelder, G., MacManamon, A. and Schantz, S. (1996), Influences upon the rates and mechanisms of chemical weathering and denudation as determined from watershed studies in Massachusetts; *Geological Society of America Bulletin*, vol. 108, pp.1314–1327.
- Batchelder, G.L. (1994), Hydrology and Hydrologic Response in the Cadwell Creek Drainage Basin, in *Impacts of Acid Deposition on Watersheds of the Quabbin Reservoir*, Water Resources Research Center, University of Massachusetts, Amherst, MA, publication No. 166, pp. 109 - 146.
- Batchelder, G.L. and Yuretich, R.F. (1994), Geochemistry of the Cadwell Creek Watershed, in *Impacts of Acid Deposition on Watersheds of the Quabbin Reservoir*, Water Resources Research Center, University of Massachusetts, Amherst, MA, publication No. 166, pp. 147 – 194.
- Batchelder, G.L., Yuretich, R.F., and Leonard, W.C. (1983), *Hydrogeochemical Cycling in a Watershed-Groundwater System: Fort River and Cadwell Creek Massachusetts: an appraisal of mass-balance studies*, Water Resources Research Center, University of Massachusetts, Amherst, MA, publication No. 145.
- Yuretich, R.F. and Batchelder, G.L. (1988), *Hydrogeochemical cycling and chemical denudation in the Fort River watershed, central Massachusetts: an appraisal of mass-balance studies*, *Water Resources Research*, vol. 24, pp. 105 – 114.

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to the Town Manager; Cherie Trahan, Director of Finance; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: May 9, 2011
Re: Rental Fee for Mansfield Downtown Partnership Office Space

Subject Matter/Background

Starting June 1, 2011, the Mansfield Downtown Partnership will be located in the Audrey P. Beck Municipal Building. The Partnership will occupy the office space formerly used by the Mansfield Probate Court. We are pleased to share this space with the Partnership and expect the arrangement to be beneficial to all parties.

Staff proposes the Partnership be charged at a rate of \$7582.80 annually for the use of the office space. The breakdown of this charge is as follows:

Base rent:	\$18.00/sq ft (commensurate w/area rents and recommended by local realtor)
Discount:	- \$2.70/sq ft (15% discount as town agency)
Adjusted base rent:	\$15.30/sq ft
CAM:	+\$3.50/sq ft (common area maintenance, including use of parking lot and meeting rooms)
Utilities:	+\$2.50/sq ft
Adjusted rent:	\$21.30/sq ft
Square footage:	X 356 sq ft
Annual rent:	\$7582.80

Recommendation

Staff recommends the Council endorse the annual rental fee of \$7582.80 to be charged to the Mansfield Downtown Partnership for the use of 356 square feet of office space within the Audrey P. Beck Municipal Building for the period from June 1, 2011 through May 31, 2012. The base rent assessed is commensurate with area rental rates and has been recommended by a local realtor. As the Partnership serves as the Town's municipal development agency, staff is recommending a 15% discount on the base rent.

The Town may choose to adjust the rental rate in subsequent years if the Partnership remains located in the Beck Building. With respect to the use of the rental income, staff intends to deposit the funds in the Storrs Center Reserve Fund for project-related expenditures, unless the Council feels differently.

If the Town Council concurs with the rental fee as outlined above, the following motion is in order:

Move, to endorse the annual rental fee of \$7582.80 to be charged to the Mansfield Downtown Partnership for the use of 356 square feet of office space within the Audrey P. Beck Municipal Building, for the period from June 1, 2011 through May 31, 2012. The Town reserves the right to adjust the fee for any subsequent lease periods.

MANSFIELD AGRICULTURE COMMITTEE

Minutes of April 5, 2011 meeting

Audrey P. Beck Municipal Building, Conference Room B, 7:30 p.m.

1. Chairman Al Cyr called the meeting to order at 7:35.

PRESENT: Al Cyr, Ed Wazer, Vicky Wetherell, Meredith Poehlitz, Wes Bell, Jennifer Kaufman (staff), guests Jonathan Janeway and Charlotte Ross.

2. Minutes of the March 1, 2011, meeting were approved.

3. Opportunity for Public Comment

Anthony Kotula proposed acquiring 0.15 acres of Town land adjacent to his property. He would expand his agricultural activities onto the 0.15 parcel. Kathy Kotula also commented on his proposal.

Old Business

3. *Agriculture Producers Survey* Before the May meeting, committee members will contact farmers who have not returned the survey forms and complete the forms on the phone with the farmers. At the May meeting, the committee will review a summary of the results and plan for next steps.

4. *Agricultural Zoning Regulations* The PZC Regulatory Review Subcommittee is preparing a final draft. The Agriculture Committee will request that they review the draft before a public hearing date is set.

5. *Farmland Use Agreements* The use-agreement subcommittee reported that they have completed a draft agreement for the 2012 season, but they want to review it in light of new information. They will report to the committee in July. The sub-committee also reported on field visits with current lessees.

New Business

6. *Kotula request* The committee reviewed Mr. Kotula's presentation and materials. After discussion, Ed moved (Al seconded) that the committee recommend to the Town Council that they not approve Mr. Kotula's request to purchase 0.15 acres from the Town. The committee voted unanimously in favor of this motion. The committee's recommendation will be forwarded to the Council.

Items for future agendas

Review final draft of ag zoning regulations, farmer survey results (May)

Terms for 2012 use-agreements (July)

Agriculture incentives action plan, publicity, farmland preservation

The meeting adjourned at 9:00.



MANSFIELD ADVOCATES FOR

CHILDREN

MEETING MINUTES
APRIL 6, 2011

PRESENT: G. Bent (Co-Chair), J. Stoughton (Co-Chair), K. Grunwald (staff), S. Baxter (staff), A. Bladen, R. Leclerc(staff), MJ Newman, E. Soffer Roberts, S. Anderson, V. Fry, J. Goldman, P. Braithwaite, Janice Bolsteridge (guest), F. Baruzzi (staff)
REGRETS: A. Bloom, J. Suedmeyer

ITEM	DISCUSSION	OUTCOME
<p>Call to Order</p>	<p>Welcome and Announcements: Co-Chair G. Bent called the meeting to order at 6:35 PM. Vote on Minutes of 3/2/11</p> <p>Option 1 Renewal Application submitted 3/11/11: S. Baxter reported that we have been awarded a renewal for year 2 of the grant.</p> <p>Sandy's Assistant hiring update: no activity at this point.</p> <p>Mark Fenton Coming: K. Grunwald reported that Mark Fenton will be speaking at a conference in Mansfield on August 30, 31 and Sept. 1. MAC members are encouraged to attend.</p> <p>S. Baxter reported that there are 4 open slots in the School Readiness program as of July 1.</p> <p>S. Baxter reported that as the result of a meeting with F. Baruzzi we have been encouraged to look at offering a monthly or weekly social gathering for families of English Language Learners to provide information and support. There was also a suggestion to have a MAC member ride the Book Bus this summer to do outreach to families in the community. Trips are normally from 9-noon, and the stops are approximately 15 minutes.</p> <p>S. Baxter reported that pre-school screening is coming up. The Girl Scouts are sponsoring an anti-bullying program. There is a workshop coming up for early care workers.</p> <p>J. Higham distributed flyers for a tag sale and flea market at Southeast School on May 14 from 8-3, and invited pre-schools to come to provide information on their schools. G. Bent said that the Health Team suggested that MAC have a table to distribute information.</p>	<p>Minutes were accepted as written.</p> <p>Refer interested applicants Sandy.</p> <p>Please refer families of elig & 4 year olds to Sandy.</p> <p>See Sandy for flyers.</p> <p>If you are interested in cov the table please contact S: Gloria.</p>
<p>Advocacy</p>	<p>Parameters on Advocacy: S. Baxter reported that as an Advisory Committee of the Town MAC cannot take a formal position on political issues and endorse a particular point of view or position. J. Goldman asked whether or not individuals can publicly identify themselves as a member of MAC when speaking out on issues. They can, but cannot represent a position of MAC.</p>	

Data Team	<p>Report on UConn CCEA Data Team –Update: S. Baxter reported that she has met with representatives of CCEA, and the Town has made geographic data available to them through our IT department. They tend to collect a very broad scope of data and then narrow it down to specific areas of concern.</p> <p>Data request to Teams for CCEA: Asked Teams to look at data identified by Graustein and the data points that have been tied to our strategies. Teams need to look at strategies and make sure that data is being collected. J. Higham said that the Community Connectedness Team would like to meet with CCEA to assist with data analysis. J. Goldman feels that the questions need to be narrowed down. It was suggested that the Team communicate electronically about this prior to actually meeting with CCEA rep.</p>	<p>A representative from CCEA will be invited to attend the next Community Connectedness Team Meeting.</p>
Community Conversation	<p>Debriefing and Next Steps- April 30th is the date for Follow-Up Conversation: the goal for the follow-up is to identify specific questions for small groups to analyze and develop an action plan for. Individuals can attend even if they did not attend the first Conversation. MAC members will have the same responsibilities that they had for the first event. It is scheduled from 2-4:45, and there will not be a full meal. There may be a need for additional recorders. E. Soffer Roberts found the “probing questions” were very helpful for the moderators. S. Baxter suggested that the moderators and recorders meet to develop these questions. Younger children will be at the Town Hall and older children will be at the Community Center. J. Goldman reported that in her group much of the conversation focused on preschool and J. Stoughton reported that many individuals reacted to the notion of “mandatory” pre-school. E. Soffer Roberts stated that the notion of parental responsibility vs. the school’s responsibility for education was also discussed. G. Bent reported on other comments noted in the event evaluations. The focus of the follow-up conversation was suggested to be: 1) Transportation; (2) Communication/Information Network for Community and Schools; (3) Community Engagement/Connectedness. J. Goldman suggested that the best use of this time would be to have each group focusing on the issue of how to get information out and how to engage other community members. E. Soffer Roberts suggested inviting leaders and members of local mom’s groups.</p>	<p>Please let Sandy know if you are unable to attend and need someone to fill in for a moderator or recorder.</p> <p>Moderators and recorders meet prior to the event.</p> <p>S. Baxter will send out copies of the event evaluations.</p> <p>K. Grunwald, E. Soffer Roberts, J. Goldman and G. Bent will meet with S. Baxter next Monday, April 27, 1:15 to identify the specific details of the event.</p>
Playground In new Downtown	<p>Update: S. Anderson reported that on April 26 she will be meeting with prospective committee members to go through the community-built process. She will not firm up a committee until after we have identified a developer to work with. On May 17 the Planning & Design committee of the Downtown Partnership will be meeting to discuss open space at the Storrs downtown. She will also be meeting with Curt Vincente to discuss plans the Parks & Rec. have for a playground at the Community Center. There are no obvious grant funding opportunities at this time, and the focus will be on private fundraising efforts. The flyer about this group was distributed at the Community Conversation and to local Mom’s group.</p>	
Adjournment/ AGENDA for Next Meeting	<p>The meeting adjourned at 7:45 PM. The next meeting is <u>Wednesday, May 4, 2011, Town Hall -Council Chambers at 5:00 for Team meetings and 6:30 for full MAC meeting</u></p>	<p>Agenda topics: please send Sandy</p>

Respectfully submitted,

Kevin Grunwald

TOWN OF MANSFIELD
POLICE SERVICES STUDY STEERING COMMITTEE
September 22, 2010, 2:00 p.m.
Mansfield Community Center Conference Room

Minutes

1. Call to Order/Roll Call

Members Present: M. Capriola, Chief D. Dagon, Lt. M. Darcy (CSP), M. Hart, M. Lindsey, Mayor E. Paterson, Lt. H. Rynhart (UConn), Chief K. Searles (Windsor)

2. Police Services Study

The Committee had a discussion regarding the Police Services Study. The Committee discussed the following topics: purpose, expectations, history, project plan and schedule, document request. The discussion was facilitated by the consultants working with the Town on the study, Management Partners and PERF. No formal action or motions were taken at the meeting.

3. Adjournment

The meeting adjourned at 4:00pm.

Respectfully submitted,
Maria Capriola
Assistant to Town Manager

TOWN OF MANSFIELD
POLICE SERVICES STUDY STEERING COMMITTEE
January 3, 2011, 2:00 p.m.
Council Chambers, Beck Municipal Building

Minutes

Members Present: M. Capriola, Chief D. Dagon, Lt. M. Darcy (CSP), M. Hart, M. Lindsey, Mayor E. Paterson, Lt. H. Rhyhart (UConn), Chief K. Searles (Windsor)

1. Police Services Study

The Committee had a discussion regarding the Police Services Study. The discussion was facilitated by the consultants working with the Town on the study, Management Partners and PERF. Discussion included:

- Review of online survey results
- Review of focus group summaries
- Review of preliminary analysis of quantitative data such as calls for service and self-initiated activity
- Staffing models/levels, scheduling, direct staffing costs, operating (indirect and direct) and capital items

The consultants will continue to work on a draft report and will discuss possible police service options with Council on February 14, 2010.

No formal action or motions were taken at the meeting.

The meeting adjourned at 4:00pm.

Respectfully submitted,
Maria Capriola
Assistant to Town Manager

**MANSFIELD DOWNTOWN PARTNERSHIP
BOARD OF DIRECTORS MEETING
Thursday, March 3, 2011**

**Mansfield Downtown Partnership, Inc.
1244 Storrs Road**

4:00 PM

Minutes

Present: Steve Bacon, Harry Birkenruth, Tom Callahan, Matthew Hart, Dennis Heffley, David Lindsay, Philip Lodewick, Frank McNabb, Toni Moran, Betsy Paterson, Christopher Paulhus, Alex Roe, Steve Rogers, Bill Simpson, Antoinette Webster and David Woods

Staff: Kathleen Paterson, Cynthia van Zelm

1. Call to Order

Philip Lodewick called the meeting to order at 4:02 pm.

2. Opportunity for Public to Comment

There was no public comment.

3. Approval of Minutes

Steve Bacon made a motion to approve the February 3, 2011 Board meeting minutes and February 8, 2011 Special Board meeting minutes. Bill Simpson seconded the motion. The motion was approved unanimously.

4. Committee Reports

Finance and Administration

Tom Callahan referenced the Board discussion from December 2010 on the current development agreement between the Partnership and Storrs Center Alliance. Discussion ensued in December on updating the 2004 agreement. Mr. Callahan noted that due to the seven years that have passed, many of the material objectives (completing the Municipal Development Plan, etc.) had been completed. In addition, the economic situation had changed.

Mr. Callahan said as Finance Chair he worked with Executive Director Cynthia van Zelm, Partnership attorney Lee Cole-Chu, and Howard Kaufman with Storrs Center Alliance on changes to the agreement. He referenced a memo put together by Mr. Cole-Chu on the nature of the changes, which was distributed to the Board.

Mr. Callahan said the team did not get to a conclusion until this past Tuesday, after the Finance and Administration Committee had met. Consequently, the proposed changes and Mr. Cole-Chu's memo were circulated to the Finance Committee for its review. Mr. Callahan said based on the Committee's feedback, he believes he has its endorsement, and is now seeking the Board's endorsement.

Mr. Callahan said the new agreement allows for the Finance and Administration Committee and the Board to review Storrs Center Alliance's business plan on a phase by phase basis vs. as an entire plan for the project. As the project will be phased, it makes sense to have the review mirror the phases.

In addition, Storrs Center Alliance asked that it only be responsible for paying for third-party public hearing costs and reasonable attorney fees vs. other consultant costs. This was agreed to by the negotiating team.

With respect to the right of first refusal, if Storrs Center Alliance defaults, the Partnership wanted to retain this right, but agreed that land on which Storrs Center Alliance had obtained a certificate of occupancy for all residential units and half of the non-residential space, would be exempt. The Partnership's goal was to make sure that phases of the project are completed.

Mr. Callahan noted that Phase 1A and 1B were inadvertently exempted from the right of first refusal but this was not the intent of the negotiating team. This will need to be corrected.

Mr. Callahan suggested a motion to authorize the Board President to sign the agreement consistent with the changes presented by Mr. Cole-Chu as modified to strike the reference to exemption of Phases 1A and 1B in Article XII, Section 13.2(d). Mr. Simpson made the motion. Chris Paulhus seconded the motion. Harry Birkenruth confirmed that the changes were consistent with what the Finance and Administration Committee had discussed. The motion was approved unanimously.

Ms. van Zelm reported that the Committee had approved a relocation claim from Jao Praya restaurant.

Ms. van Zelm said the Committee was continuing to discuss its current and future office space. The Board expressed its long-term goal for the Partnership to be located in Storrs Center.

Mr. Birkenruth said the Committee is seeking names for the AJ Pappanikou Volunteer of the Year Award.

5. Director's Report

Ms. van Zelm said a public update to the community is being discussed for mid to late April.

6. Storrs Center Action Items

Ms. van Zelm said the Storrs Center team is working toward demolition of the former UConn Publications building with a goal to demolish in May.

She said BL Companies is expected to submit 90 percent design of Storrs Road and Dog Lane to CDOT on March 18. The goal is to bid the project in April with a start in June.

The University will be conducting its sewer lining work in Storrs Road beginning in May.

Ms. van Zelm said a public information meeting on the Storrs Road enhancement project will be held on March 28 at 7:15 pm in the Town Council chambers.

She said building permits should be ready to submit to the Town for Phases 1A and 1B in April.

7. Mansfield Economic and Community Development

Town Manager Matt Hart said the Town does not have an economic development department. To address the current economic climate and the fact that state revenues are not at the levels they were in prior years, he felt it was important to take a holistic view of economic development.

He noted that with the retirement of long time Director of Planning Greg Padick, the new position will be the Director of Planning and Development which will entail economic and community development responsibilities.

Mr. Hart used a Power Point presentation to review the Town's efforts to date and on-going goals. He noted that business retention is key.

Mr. Lodewick asked about the relationship with the Mansfield Business and Professional Association (MBPA). Mr. Hart said this will continue to be a key relationship and the goal is to present a similar presentation to the MBPA after the presentation to the Partnership and the Town Council.

Mr. Hart thanked Partnership Special Projects Coordinator Kathleen Paterson for adding an economic and community development section with projects and resources listed to the Town website.

He said the Town will continue to work with the Windham Region Council of Governments on its regional initiatives. In addition, the Storrs Center and Four Corners projects are listed in the regional Comprehensive Economic Development Strategy along with initiatives from UConn.

Mr. Hart said the Town is developing a relationship with the UConn Technology Incubation Program to help provide information on possible office space and resources that can help with incubator businesses.

Mr. Hart said he and Ms. van Zelm had started to conduct some business visitations. He noted that he and Ms. van Zelm had met with Kevin Bouley at NERAC and in response to how Mansfield can help businesses, Mr. Bouley said the key is for the Town to focus on continuing to make the Town attractive regarding its quality of life. This will attract employers.

Mr. Birkenruth said from his perspective the most important action the Town can take is to treat businesses fairly and efficiently.

Ms. K. Paterson reviewed the welcome letter being sent to new businesses from the Town and Partnership as well as the business packet to accompany the business visitations. It includes information from both the Tolland and Windham Chambers of Commerce, the NE Economic Alliance, and the Mansfield Community Center business membership program.

Mr. Hart said the Town is continuing to improve its GIS (Geographic Information System) capabilities and GIS can be used to view available sites for development, etc.

Dennis Heffley said the UConn map library is also working on its GIS so the Town may want to coordinate with UConn.

Mr. Hart said the Town also recently joined CERC's (Connecticut Economic Resource Center) SiteFinder program which is a web-based tool that allows developers to see available property in a community. The Town will list major parcels on this site.

Mr. Hart said most of the future efforts will be a Town responsibility with his suggestion that the Partnership assist as able. He said he wants to continue to work with UConn on its incubator program and other economic development efforts.

Mr. Hart said his goal is to look at a one stop shop for the permitting process led by the current staff and the new Director of Planning and Development.

He said he also hopes to develop a protocol for review of economic and community development inquires over the next year. He expects that the Partnership would continue its role of being the lead contact for questions about space in Storrs Center.

Mr. Birkenruth commended Mr. Hart for his leadership and said the Town's efforts in economic and community development are much needed. He asked Mr. Hart if he had benchmarked other towns. Mr. Hart said that he and others have researched what other towns are doing in economic and community development and will continue to do so.

Steve Rogers also expressed his enthusiasm. He asked about sites where an incubator business site could locate. Mr. Hart said the goal is to identify "ready" sites and to prepare sites if they are not ready, to the extent feasible.

Betsy Paterson suggested putting together a staff team to look at streamlining the process as suggested by Mr. Hart.

Steve Bacon suggested reaching out to incoming UConn President Susan Herbst about some of the economic development initiatives in Georgia. He encouraged looking at economic and community development from a regional perspective.

Frank McNabb and Mr. Simpson emphasized the importance of business in Connecticut being a priority at the state government level.

Antoinette Webster thanked Mr. Hart for his excellent presentation. She emphasized the importance for businesses to have a point person in local government.

8. Four Corners Sewer and Water Study Advisory Committee Update

Ms. van Zelm said the Committee's consultant is looking at possible sites along the Willimantic River for water supply. The area will need to be studied more thoroughly in the spring.

9. Committee Reports continued

Advertising and Promotion

Ms. van Zelm and Ms. K. Paterson provided the report as Dean Woods had previously left the meeting. Ms. van Zelm said the Committee had discussed ideas for the spring newsletter.

Ms. K. Paterson also reported that Winter Fun Day was held on February 12. It was well attended and received good press.

She reported that the Committee also discussed its increased role as Storrs Center moves forward.

Business Development and Retention

Steve Rogers said that Matt Raynor had resigned from the Committee.

He said that Howard Kaufman from LeylandAlliance had sat in on the last Committee meeting. Mr. Kaufman discussed the commercial leasing process and noted that letters of intent will not be announced, only leases, as Leyland is moving toward the leasing stage. Mr. Kaufman had said that a diverse group of tenants are being courted.

Festival on the Green

Ms. Paterson said that the *Festival* Committee will be working with the UConn School of Fine Arts to piggyback on their 50th anniversary events in September. Consequently, the *Festival* will be on September 25th, two weeks later than usual.

Ms. Paterson said a Celebrate Mansfield Weekend will still take place including Vintage Mansfield wine tasting, and Picnicpalooza.

Rod Rock with the Jorgensen Center for the Performing Arts will help with music for the *Festival*.

She said due to construction activity, the *Festival* will be located in the front parking lots of EO Smith High School.

Mr. Birkenruth suggested that EDR have a presence at the *Festival*.

Membership Development

Frank McNabb said current membership is at 294 members with \$15,600 in dues. He said there was a good deal of interest at the Partnership table at Gampel at a prior UConn women's basketball game. The Partnership will have a table again this weekend at a men's game.

David Lindsay said he thought there was more knowledge from UConn students about the Partnership and Storrs Center.

Planning and Design

Mr. Bacon said the Committee met on February 15 at the Community Center. Sam Gardner with GW&G Architects presented an early design on the intermodal center and Norm Goldman with Desman Associates did the same for the parking garage.

Mr. Bacon said that members of the Town's Transportation Advisory Committee and Town Council attended the meeting.

There were concerns about making sure the facilities were secure and well lit.

The plan is for the Windham Region Transit District, UConn, and the new MegaBus buses to stop at the intermodal center.

There was also emphasis on the intermodal center being a hub for bicycling.

Mr. Bacon said the Committee will meet again on March 15 at 5 pm.

Mr. Simpson made a motion to go into Executive Session according to CGS §1-200(6) (A). Toni Moran seconded the motion. The motion was approved unanimously.

10. Executive Session - Personnel

Present: Mr. Bacon, Mr. Birkenruth, Mr. Callahan, Mr. Hart, Mr. Heffley, Mr. Lindsay, Mr. Lodewick, Mr. McNabb, Ms. Moran, Ms. Paterson, Ms. Roe, Mr. Rogers, and Mr. Simpson

Also Present: Ms. van Zelm

The Board and Cynthia van Zelm discussed her performance evaluation.

11. Adjourn

Mr. Birkenruth made a motion to adjourn the meeting. Mr. Heffley seconded the motion. The motion was approved unanimously and the meeting adjourned at 5:45 pm.

Minutes taken by Cynthia van Zelm.

TOWN OF MANSFIELD
Sustainability Committee
Minutes of the Meeting
March 23, 2011

Present: Stoddard (chair), Lennon, Matthews, Hultgren (staff), Walton (staff)

The meeting began at 5:10 pm.

The February 23, 2011 meeting minutes were approved with one correction to the last sentence of the eighth paragraph.

Stoddard reported that the Neighbor to Neighbor program was launched March 22, 2011 with Governor Dan Malloy, Representative Joe Courtney and DEP Commissioner Dan Esty in attendance. There was representation from each of the fourteen towns. Dan Britton, the chairperson of the Mansfield Energy Education Team, spoke on behalf the Town of Mansfield's energy initiatives.

Walton reported that the Energy Education Team will have a display at UConn's Spring Fling, April 21, 2011. The Storrs Farmer's Market will allow a few energy conservation themed tables at the May 14, 2011 market. Volunteers will be needed for the May 14 market. The Community Center is interested in including a tour of the building's sustainable features during its fall open house.

Walton reported that a local group, Citizens for Global Action (CGA), is interested in the Town of Mansfield becoming a solar energy producer. It was suggested that CGA members be included on the Sustainability Committee and Energy Education Team mailing lists and invite them to participate in the Neighbor to Neighbor Energy Challenge.

The committee viewed the first draft of the sustainability web pages on the Mansfield website. Suggestions: add the interactive bike map and plans for the multi-modal center to the transportation page, place pictures directly on the web page and explain the icons on the sustainability map. Stoddard and Matthews offered to further review and edit the pages.

Hart stopped in briefly to report that the owners of the Mansfield hydro project, Sam and Michelle Shifrin, have asked if the Town is interested in issuing special bonds for the hydro system. Hart will investigate this idea further. The Town is interested in being actively supportive of this renewable energy project.

Walton reported on the 2010 Climate Showcase Communities Grant application debriefing. In general the reviewers did not like having grant funds spent on photovoltaic panels or the revenue guarantee for the first year of car sharing. The committee decided that it was not worth submitting this proposal again. Hultgren suggested developing a proposal which integrates technology with the multi-modal center.

Hultgren stated that he met with the Federal Transit Administration (FTA) to go over the features of the multi-modal center. The FTA likes the feature of combining staffing for the bike sharing/repair shop with the information area. Hultgren further indicated that funds are budgeted for a bus tracking information system.

Matthews stated that the Town Council voted not to send the two new schools proposal to referendum. The Board of Education will now need to prioritize the most imminent elementary school building repairs as they have been postponed during the years of the school building study.

Hultgren reported that the Four Corners Committee is dealing with the complexity of getting water to the area. The most viable option, according to the water consultant hired by the Town, is to drill a well downstream from the UConn wells on the Eagleville Preserve. Stoddard suggested that any water studies factor in the possible effects of climate change. Lennon expressed interest in serving on the Four Corners Committee. Staff will inquire about having a sustainability committee member serve on the Four Corners Committee. Stoddard and Lennon will be included in the Four Corners Committee mailings.

The Shifrins will be asked to brief the committee on the Mansfield hydro project at the next meeting, April 27, 2011. The carbon calculator and EnergyStar benchmarking will be the first items under old business.

The meeting was adjourned at 6:40 pm.

Respectfully Submitted,

Virginia Walton

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING MINUTES
Housing Authority Office
March 17, 2011
8:00 a.m.

Attendance: Mr. Long, Chairperson; Mr. Simonsen, Vice Chairperson; Mr. Eddy; Secretary and Treasurer; Ms Hall, Assistant Treasurer was excused; Ms Christison-Lagay Assistant Secretary; and Ms Fields, Executive Director.

The meeting was called to order at 8:30 a.m. by the Chairperson.

MINUTES

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to accept the minutes of the February 17, 2011 Regular Meeting. Motion approved unanimously

COMMENTS FROM THE PUBLIC

None

COMMUNICATIONS

None

REPORTS OF THE DIRECTOR

Bills

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to approve the February bills. Motion approved unanimously.

Financial Reports –A (General)

A motion was made by Mr. Simonsen and seconded by Ms Christison-Lagay to approve the December Financial Reports. Motion approved unanimously.

Financial Report-B (Section 8 Statistical Report)

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to approve the February Section 8 Statistical Report. Motion approved unanimously.

REPORT FROM TENANT REPRESENTATIVE

Mr. Eddy reported that the survey to be sent to the Wright's Village residents sometime in April.

COMMITTEE REPORTS

Finance Committee

The Finance Committee will be meeting next week.

UNFINISHED BUSINESS

ARRA Weatherization Program

Ms Fields reported that no further update had been received from Access Agency.

Call for Aid at Wright's Village

Ms Fields had no update to report.

Eslin v Mansfield Housing Authority

A law suit has been brought against the Housing Authority by Ms Karyn Eslin in connection with the Housing Choice Voucher Program. The liability insurance carrier is addressing the matter.

Ms Fields reported that after a consultation with a magistrate judge in Federal District Court among all parties on February 17, 2011, as part of a settlement agreement which has not been finalized, the landlord asked for a payment from the Housing Authority in the amount of \$3,000.00. HAP funds belong to the Department of Housing and Urban Development (HUD) and the use of those funds are regulated by federal law. Further, the agreement states that Ms. Eslin will be put back on the program and access to the program is also subject to federal law. The Board requested that Ms Fields write to the Program Center Coordinator of the Hartford HUD office to obtain legal guidance on the use of HAP funds for this purpose as well as whether it is legal for the Housing Authority to enter into such an agreement. Another consultation date with the magistrate judge has been set for April 5, 2011.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy not to enter into any agreement or take any action on the request to pay \$3,000.00 to the landlord pending legal guidance from the HUD. Motion approved unanimously.

NEW BUSINESS**Snow Plowing Policy**

Due to time constraints, this item was not addressed. It will be placed on next month's agenda.

OTHER BUSINESS

None

ADJOURNMENT

The Chairperson declared the meeting adjourned at 10:30 a.m.

Dexter Eddy, Secretary

Approved:

Richard Long, Chairperson

TOWN OF MANSFIELD
COMMUNICATIONS ADVISORY COMMITTEE
Thursday, March 10, 2011
Mansfield Community Center Conference Room C
Approved Minutes

Members Present: Patrick McGlamery (chair), Leila Fecho, Richard Pellegrine, Ronald Schurin

Staff Present: Jaime Russell

- I. **Meeting Called to Order** at 7:08 p.m. by Patrick
- II. **Approval of Minutes** moved by Dick, seconded by Ron, approved unanimously.
- III. **Public Comment** – None
- IV. **Old Business**

A. **Committee Membership Status**

Patrick reported that a possible new member had decided she was not interested. Ron has not yet made full contact with the University Communications Department but will renew his efforts.

There was discussion of the skill/interest set that would be desired for a new member. What would be particularly useful would be a sense of the information needs for younger residents; an interest in data, particularly related to demography and location; and some knowledge of information technology.

Dick suggested that we see if the League of Women Voters might have a member who would be interested in joining the Committee.

Patrick said he would communicate these ideas to Paul Shapiro, who now heads the Town Council's Committee on Committees.

B. **Wording of Communications of Referenda Items**

Leila communicated with Town Clerk Mary Stanton to convey the Committee's wish that on the Town Clerk's official mailers to town residents regarding budget referenda, which by law include a brief summary, there be a more prominently displayed referral to the Town website that has more complete information on the referenda items (saying, for example, "For more complete information go to") The Town Manager's office also sends out a mailer, and this has a useful, prominently displayed referral to the website.

By Friday, March 18 Patrick and Leila will send a letter to the Town Council with this recommendation.

Dick raised issues regarding the format of petitions regarding referenda items. The Committee referred this item to New Business (see below).

C. Wording of Communications of Budget Items

The Committee noted that no further action is needed on this issue, except to note that we are monitoring budget communications for clarity and effectiveness. Dick noted that the Town's budget communications seem satisfactory, but expressed the wish that District 19 communications had more transparency. Patrick asked Dick to consider how we might urge District 19 to proceed in this area.

D. Using Signs for Communication

Patrick reviewed the issue of signage, noting that: a survey of Town residents has shown that citizens need and want information and get it from signs; the Town has a history of signage such as local village signposts; the current system is obsolete; and there may be underutilization of the Town's capacity for conveying information through signage. Past discussions have included such topics as determining additional (and/or better) locations for signs (Dick noted that it might be possible to have commercial establishments place signs on non-political Town issues on their property); Aline had suggested contests for villages to develop their own signs; there is a recommendation for a contest at the Festival on the Green.

Dick suggested that the Historical Society might give advice on this issue.

Patrick will draft a letter to the Town Council on this issue.

E. Using Robocalls for Communications

The Committee deferred discussion of this item to a later meeting.

V. New Business

Dick's concern (noted above) that there needs to be more information and possibly a template for petitions to the Town Council, possibly including notations that signatories for petitions regarding referenda and some other actions must be Town residents and registered voters, will be placed on the agenda for the next meeting. At that meeting we will have available examples of petitions currently used for candidates and other samples, and we will seek advice from the Town Clerk on the legal requirements for petitions.

VI. Reports

No reports.

VII. Communications
No communications.

VIII. Agenda for the Next Meeting
The next meeting will take place on Monday, March 21. The agenda will include:
A. Committee Membership Status
B. Wording of Communications of Referenda Items
C. Monitoring Budget Communications
D. Using Signs for Communications
E. Using Robocalls for Communications
F. Formats, Templates, and Other Issues Regarding Petitions

IX. Adjournment
On motion by Ron, seconded by Leila, the meeting adjourned at 7:58 p.m.

**MANSFIELD DOWNTOWN PARTNERSHIP
MEMBERSHIP DEVELOPMENT COMMITTEE MEETING
Mansfield Downtown Partnership Offices
March 14, 2011
8 AM**

MINUTES

Present: Frank McNabb (Chair), Alexinia Baldwin, Jim Hintz, Corine Norgaard, Betty Wexler

Guest: Board member David Lindsay

Staff: Cynthia van Zelm

1. Call to Order

Frank McNabb called the meeting to order at 8:05 am.

2. Approval of Minutes from February 14, 2011

Corine Norgaard made a motion to approve the February 14, 2011 minutes. Betty Wexler seconded the motion. The minutes were approved unanimously.

3. Update on Renewals

Mr. McNabb said there are a total of 312 members who are new or have renewed their membership for a total of \$16,287 in membership dues. Ms. van Zelm passed out a report showing the members who have joined the Partnership since the last Membership Development Committee meeting.

David Lindsay suggested that student organizations join and he said he would follow-up with the UConn Honors program.

4. Debrief Events and Follow-up on Outreach

Mr. McNabb, Ms. Norgaard, and Ms. Wexler said there was a lot of interest in the apartments at the Partnership table at the UConn Off-Campus Student Housing Fair held last week. Many international students expressed interest. They commended Mr. Hintz for his good work on the Fair.

Mr. McNabb and Ms. van Zelm both said the table at Gampel for UConn men's and women's basketball games was successful. Mr. McNabb said it was the first time he had given out almost all the Partnership material.

Ms. van Zelm said she left a message with Lee Melvin, UConn Director of Enrollment Management about placing information in packets to accepted students. Mr. Hintz said he thought a lot of information was sent on-line, and suggested that the Partnership have a table at the UConn Open House for accepted students in April. Ms. van Zelm said the Partnership was signed up for a table. Mr. McNabb agreed to assist with staffing. Mr. Lindsay will talk to Lynne Goodstein with the Honors Program about the Partnership having material for their prospective students at the Open House.

Ms. Norgaard said that Joshua's Trust is not interested in joining at this time. She suggested that Ms. van Zelm send a letter to Joshua's Trust offering to update them on Storrs Center. Ms. Norgaard will provide contact information to Ms. van Zelm (*done*).

Ms. van Zelm suggested that Mr. McNabb follow up directly with Windham Hospital about placing information in the staff newsletter.

Ms. van Zelm said there is a link on the UConn Alumni Association website to the Partnership website.

Ms. van Zelm said she is working with the Town IT Department on whether a web cam can be placed in a building adjacent to the downtown to view construction progress.

Ms. van Zelm suggested not producing a board with the businesses that have signed LOIs since the development team is now negotiating leases. She suggested information with businesses that have signed leases may be more appropriate now.

Mr. Hintz said with many UConn students living near by, it will be important to make sure they are informed about events over the summer related to groundbreaking. Mr. Hintz and Mr. Lindsay will provide names of key UConn student leaders to receive invitations to the groundbreaking (*note - the groundbreaking will be an open event to all*).

5. Next Meeting Date

The next meeting date is April 11 at 8 am. The Committee agreed to decide then how many times its needs to meet over the summer.

6. Adjourn

The meeting adjourned at 9 am.

Minutes taken by Cynthia van Zelm.

Animal Control Activity Report

REPORT PERIOD	2010/		2011										This FY to	Last FY to
PERFORMANCE DATA	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	date	date
Complaints investigated:														
phone calls	150	168	160	172	137	125	141	129	145	141			1468	1560
road calls	17	14	9	17	14	15	12	20	20	12			150	190
dog calls	57	70	62	61	48	69	43	61	72	58			601	696
cat calls	56	70	78	84	73	39	66	42	39	43			590	565
wildlife calls	8	2	2	6	5	4	5	5	9	6			52	73
Notices to license issued	4	2	17	3	1	3	1	5	9	17			62	125
Warnings to license issued	0	0	59	34	31	42	7	6	0	0			179	346
General warnings issued	3	2	6	2	3	6	4	5	8	0			39	56
Infractions issued	0	1	0	0	0	1	1	4	3	0			10	15
Notices to neuter issued	0	1	0	3	0	0	0	0	2	1			7	8
Dog bite quarantines	1	0	1	1	1	0	0	1	2	0			7	6
Dog strict confinement	0	0	0	0	0	0	0	0	0	0			0	0
Cat bite quarantines	0	2	0	0	0	0	0	0	1	0			3	1
Cat strict confinement	0	0	0	0	0	0	0	0	0	0			0	0
Dogs on hand at start of month	4	1	2	1	4	3	5	2	1	3			26	32
Cats on hand at start of month	16	23	27	13	14	12	13	8	6	7			139	140
Impoundments	27	35	15	37	16	17	8	8	14	18			195	202
Dispositions:														
Owner redeemed	6	6	7	9	2	4	5	6	5	8			58	55
Sold as pets-dogs	5	4	0	2	4	1	1	1	1	2			21	21
Sold as pets-cats	11	17	21	19	11	6	6	4	5	6			106	100
Sold as pets-other	0	1	0	0	0	0	0	0	0	0			1	9
Total destroyed	1	2	2	3	2	3	4	0	0	0			17	26
Road kills taken for incineration	1	1	0	2	1	0	0	0	0	0			5	8
Euthanized as sick/unplaceable	0	1	2	1	1	3	4	0	0	0			12	18
Total dispositions	23	30	30	33	19	14	16	11	11	16			203	211
Dogs on hand at end of month	1	2	1	4	3	5	2	1	3	2			24	31
Cats on hand at end of month	23	27	13	14	12	13	8	6	7	10			133	132
Total fees collected	\$852	\$ 674	\$ 1,011	\$ 920	\$ 760	\$ 328	\$ 598	\$ 295	\$339	\$ 445			\$6,222	\$ 5,777

Petition Regarding Assisted Living

Item #6

To the Mansfield Town Council,

We the undersigned have waited for many years to have independent/assisted living built by a private developer in the town of Mansfield. It would provide a necessary service to moderate income seniors and people with disabilities while supporting Mansfield's tax base. The Brecht Report, commissioned by the Mansfield Town Council in 2005, proved that there was a market for such a facility. Since then, such a facility has not been built, or even been planned. It is our opinion that the Mansfield Town Council needs to reopen the request for proposals and recruit a developer willing to move forward expeditiously.

<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
Jane Ann Bobbitt	88 Atwoodville	429-7004
Meryl Kogan	13 Westwood Rd, Storrs	429-4602
Carol Phillips	12 Silo Rd W.	429-1409
Anne Smith	156 Hillzodde Ct Storrs	429-0529
Lesley J Kirschbaum	42 Branchiff Rd	423-9590
Suzanne M. Thomas	16 Westwood Rd.	429-2522
Mary E. Thatcher	6 Westwood Rd.	429-2371
Clare J. Sewing	5 Westwood St Storrs, CT	429-1498
Aline Booth	451 Wormwood Hill Rd. Mansfield Ct.	429-3448
Helene J. Collins	216 Greenwell Rd. Storrs	429-4557

Return petition to by April 15 to: Sharry Goldman, 187 Browns Rd. Storrs CT 06268

or Jane Ann Bobbitt, 88 Atwoodville Rd, Mansfield Center, CT 06250

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Kenneth A. Doeg</u>	<u>60 Sycamore Drive Storrs</u>	<u>Kdoeg6131@earthlink.net</u>
<u>DM Nolan</u>	<u>119 BEECH MTN. RD MANSFIELD CT</u>	<u>4561101</u>
<u>Jim Aho</u>	<u>687 Middlefork STORRS, CT</u>	<u>06268</u>
<u>Walter Kolega</u>	<u>140 Sycamore Dr. Storrs. 06268</u>	
<u>Carol Menditto</u>	<u>749 Storrs Rd. Mansfield CT</u>	
<u>Al Menditto</u>	<u>749 Storrs Rd</u>	<u>" CT</u>
<u>FR Train</u>	<u>101 EAST ROAD</u>	<u>STORRS CT 06268</u>
<u>Sam D'Amico</u>	<u>13 Costello Circle</u>	<u>Storrs CT 06268</u>
<u>Jane Alden</u>	<u>572 Mansfield City Rd</u>	<u>Storrs, CT 06268</u>
<u>Nancy Rucker</u>	<u>6 Federal Square</u>	<u>Mansfield Center, CT 06250</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Frances Woody</u>	<u>43 Lynwood Rd, Storrs</u>	<u>860 429-7077</u>
<u>Jordan A. Morrison</u>	<u>37 Farmstead Rd, Storrs</u>	<u>860 429-1436</u>
<u>Eileen Metzger</u>	<u>26 Charter Oak Square</u>	<u>860-423-3163</u>
<u>Bettejane Karnes</u>	<u>353 N. Eagleville</u>	<u>429-5279</u>
<u>Darius Sprague</u>	<u>538 Bassett Bridge Rd</u>	<u>401 447 4421</u>
<u>Nancy Matteson</u>	<u>25 Storrs Heights Rd</u>	<u>860 429 1009</u>
<u>Nancy O'Leary</u>	<u>12 Federal Sq, Mansfield</u>	<u>860-450-8069⁸⁰⁶⁹</u>
<u>Joan Beck</u>	<u>6 Summer Dr., Storrs</u>	<u>860-429-798</u>
<u>YUTZEY Martha Yutze</u>	<u>64 Brookside Lane, Mans Ct</u>	<u>(860) 429-9831⁴²⁹⁻⁹⁸³¹</u>
<u>Jacqueline Davis</u>	<u>304 Gardenville Rd, Storrs</u>	<u>860-429-6838</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Dorothea Mercier</u>	<u>21 Farmstead Rd Storrs</u>	<u>860-429-4575</u>
<u>Jane Ann Foxmy</u>	<u>17 Lyndon Rd Storrs, CT 06268</u>	<u>860-429-1183</u> <u>860-979-0254</u>
<u>Robert Goulding</u>	<u>102C Bayberry Lane, Storrs, CT</u>	
<u>Kay McNabb</u>	<u>794 Warrenville Rd - Mansfield</u>	<u>860-487-422</u>
<u>John P. Hill</u>	<u>" " " " " "</u>	<u>" " " "</u>
<u>Barbara Johnson</u>	<u>296 Atwoodville Rd Mansfield Center Ct</u>	
<u>Janees Field</u>	<u>302 Codfish Falls Rd Storrs, Ct 06268</u>	
<u>Joslyn P. Field</u>	<u>302 Codfish Falls Rd. Storrs Ct, 06268</u>	<u>860-429-5253</u>
<u>Betty F. Wapler</u>	<u>301 Codfish Falls Rd Storrs, CT 06268</u>	
<u>Shirley Wood</u>	<u>301 Codfish Falls Rd Storrs, CT 06268</u>	

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NAME ADDRESS Phone or Email (opt)

Elizabeth C. Hamill 30 Centre St Mansfield Ctr Ct

Wanderley R Stauder 22B Anton Rd Storrs, CT

Maureen Kivouac 8 Mansfield Hollow Rd Ext., Mansfield Center, CT

Chryna Maciuka 28 Birchwood Hgts. Storrs, CT

Henry B. Plante 99 Dog Lane, Storrs, Ct. 06268

Jay Ruckl 128 So. Eaglewood Rd

Julie Brown " " " "

Joan Prough 83 Charles Lane Storrs CT

Bruce Goldman 187 Browns Rd. Storrs

Sharry Goldman 187 Browns Rd. Storrs

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Charles A. McLaughlin</u>	<u>11B Sycamore Dr., Storrs CT</u>	<u>429-2863</u>
<u>Gessie B. Daniels</u>	<u>8A " " "</u>	<u>429-5987</u>
<u>Willard H. Daniels</u>	<u>8A</u>	<u>" "</u>
<u>Margaret Steyer</u>	<u>7B Sycamore Drive</u>	<u>429-8592</u>
<u>Bill Wickless</u>	<u>13C Sycamore Drive</u>	<u>429 0416</u>
<u>Cynthia Wickless</u>	<u>13 C Sycamore Drive</u>	<u>"</u>
<u>Eileen Stuch</u>	<u>12 B Sycamore Drive</u>	<u>429-2535</u>
<u>Catharina Melch</u>	<u>10 C " "</u>	<u>487 3966</u>
<u>Carole Boston</u>	<u>8B Sycamore Dr</u>	<u>477-0039</u>
<u>Carol Boston</u>	<u>8B Sycamore Dr</u>	<u>477-0639</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Betty News</u>	<u>29 RIDGE RD, Storrs, CT</u>	<u>860 429 6324</u>
<u>Marilyn Holes</u>	<u>46 Samuel Lane Mansfield Ctr</u>	<u>860-423-31</u>
<u>Cropton Rees</u>	<u>359 Spring Hill Road, Storrs</u>	<u>860-423-59</u>
<u>Bryony Carter</u>	<u>(Coventry resident)</u>	<u>860-498-0284</u>
<u>Mollie Krouse</u>	<u>8 Mansfield Hollow Rd Ext, Mansfield Center</u>	<u>860-456-1525</u>
<u>Arto Joe Libowitz</u>	<u>28 Willowbrook Rd, Storrs</u>	<u>860-429-1</u>
<u>Rita Pollack</u>	<u>110 Timber Dr Storrs</u>	<u>860 429-9412</u>
<u>Jeanne Haas</u>	<u>180 Puddin Lane Mansfield Ctr, CT</u>	<u>860.423-8811</u>
<u>Wanda Ann</u>	<u>388 Chatterville Rd, Storrs</u>	<u>860 329-1972</u>
<u>Ben Sachs</u>	<u>304 Gurleyville Rd, Storrs</u>	<u>860-429-6838</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Charmy Rucker</u>	<u>6 Federal Sq Mansf. Ctr</u>	<u>423-8810</u>
<u>Spice Tremblay</u>	<u>20 Fox Truswood Mansf. Ctr</u>	<u>423-8725</u>
<u>Barbara Francom</u>	<u>32 Samuel Lane Mansfield</u>	<u>456-8412</u>
<u>Winnie Jackson</u>	<u>82 Independence Dr. Mansfield Ctr.</u>	<u>Pho 423-916</u>
<u>Mary Jöhis</u>		<u>mpt91@hotmail.com</u>
<u>KEN TREMBLAY</u>	<u>20 FT GRISWOLD RD</u>	<u>MANSFIELD 423-8725</u>
<u>Alexis Baldoni</u>	<u>3 Charter Oak Sq. Mansfield Center</u>	<u>456-3947</u>
<u>William R...</u>	<u>22 CHARTER OAK SQ; Mansfield, CT.</u>	
<u>Annet Rose</u>	<u>35 Samuel Lane Mansfield</u>	<u>860 456 1600</u>
<u>Mary T...</u>	<u>2 Nutmeg St. Mans. Ctr., CT</u>	<u>06250 860-450-0051</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Ursula Beschler</u>	<u>38 Hillcrest Dr - Storrs</u>	<u>487-2682</u>
<u>Ferne MacDonald</u>	<u>202 Forest Rd Storrs</u>	<u>860-429-6486</u>
<u>Anne Elsher</u>	<u>44 Meadowood Rd Storrs</u>	<u>860-208665</u>
<u>Elizabeth Tucker</u>	<u>26 Fort Griswold Lane Mansfield Ctr.</u>	<u>860-423-235</u>
<u>Yvonne Wierzbicki</u>	<u>149 Dog Lane Storrs CT</u>	<u>06268 44</u>
<u>Beth Under</u>	<u>44 Meadows Rd. Storrs, CT</u>	<u>06268</u>
<u>Jane Donnell</u>	<u>11 Bayler Rd. Storrs, CT</u>	<u>06268</u>
<u>Ami TAJUDEEN</u>	<u>37 STORRS HEIGHTS RD. STORRS, CT</u>	<u>06268</u>
<u>Edie Cary</u>	<u>96 Mt Hope Rd Mansfield Ct</u>	<u>06268</u>
<u>Alice Spenser</u>	<u>39 Maplewood Rd Storrs CT</u>	<u>06268</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>JOSEF GUGLER</u>	<u>53 Monticello lane</u>	<u>860.429.3417</u>
<u>Joan Webster</u>	<u>23 Southwood Rd.</u>	<u>860-429-6836</u>
<u>Joan Walker</u>	<u>421 So. Eagleville Rd.</u>	<u>860-487-0441</u>
<u>Mary Gawlicki</u>	<u>132 Lorraine Drive East</u>	<u>860-429-0887</u>
<u>PAT Michalak</u>	<u>67 Charles Lane Storrs Ct.</u>	<u>860-429-4864</u>
<u>Varey Wengel</u>	<u>10-A Jycamore Dr.</u>	<u>860-429-7646</u>
<u>Elydella Polunin</u>	<u>50 Sycamore Dr, Storrs</u>	<u>860-429-3206</u>
<u>Frank Chester</u>	<u>4 B Sycamore Dr Storrs</u>	<u>860 429-1826</u>
<u>Jennise Nash</u>	<u>P.O. Box 662, Mansfield Center</u>	<u>860 423 5463</u>
<u>Cynthia Johnson</u>	<u>507 alder lane, Storrs</u>	<u>860 429 502</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
Jane Blausland	13 D Sycamore Dr, Storrs	860-429-4908
Francis Nichols	105 Wildwood Rd Storrs	860 429-1158
Janine XXXX GUGLER	53 Monticello Lane Storrs	860.429.3417
Oscar Lott	339 Chaffeeville Rd	860 429-9147
Roberta Letoff	4	'
Alma E. Maldonado Cordner	6 Edgewood Lane, Mansfield Center	860-456-267
Mr. Bill Shuman	68 Sycamore Dr Storrs	
Joseph Ghasin	52 Constitution St Mansfield Ctr	
Jean Terry	40 Sycamore Dr Storrs	joanxterry@gmail.com
Barbara	11 C SYCAMORE DR STORRS	860 477 0546 Barbara A. Charles

Return petition to by April 15 to: Sharry Goldman, 187 Browns Rd. Storrs CT 06268
or Jane Ann Bobbitt, 88 Atwoodville Rd, Mansfield Center, CT 06250

Petition Regarding Assisted Living

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Joseph T. Konecny</u>	<u>13 B Sycamore Dr. Storrs</u>	<u>860-429-4856</u>
<u>[Signature]</u>	<u>67 Charles Lane Storrs</u>	<u>860-429-4864</u>
<u>Connie Monusette</u>	<u>148 Sycamore Dr. Storrs CT</u>	<u>860-429-0041</u>
<u>Donald Monusette</u>	<u>148 Sycamore Dr Storrs, CT</u>	<u>860-429-0041</u>
<u>Betsy Blanshart</u>	<u>13-D Sycamore drive Storrs, CT</u>	<u>860-428-8192</u>
<u>Kenneth Forman</u>	<u>13-A Sycamore Dr Storrs</u>	<u>Camilleforman9@gmail.com</u>
<u>Camille Forman</u>	<u>13-A Sycamore Dr. Storrs</u>	<u>" "</u>
<u>Kathy Weigold</u>	<u>497A Storrs Rd. Mansfield Ctr.</u>	
<u>Juli Wright</u>	<u>14A Hickory Dr. Storrs CT</u>	<u>860 497 1441</u>
<u>Jessie Bristow-Lane</u>	<u>302 S. Eagleville Rd.</u>	<u>" "</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Eileen Kennedy</u>	<u>49 Farrell Rd, Storrs Ct</u>	<u>429-4598</u>
<u>Jeanne Alford</u>	<u>180 Pudding Ln Mansfield, Ct</u>	<u>canndaa@sbglobal.net</u>
<u>Jacqueline B Bopp</u>	<u>533 Warmwood Hill Road</u>	
<u>Jeanne Dolan</u>	<u>113 Beech Mountain Road</u>	<u>mdolan@net.net</u>
<u>Marian Brazzini</u>	<u>42 Beech Mtn. Rd., Mansfield, Ct</u>	<u>mbrazzini@snet.net</u>
<u>Andra A Morrison</u>	<u>37 Farmstead Rd, Storrs</u>	<u>860-429-1436</u>
<u>Clair B. Tate</u>	<u>14 Ridge Circle, Storrs</u>	
<u>Antia Z. Lubowitz</u>	<u>28 Willowbrook Rd, Storrs</u>	<u>429-0791</u>
<u>Andra C. Felle</u>	<u>31 Atwoodville Lane, Mansfield Ctr, CT</u>	<u>860-429-2821</u>
<u>Jane S. Secher</u>	<u>15 Agronomy Rd. Storrs.</u>	<u>487-0296</u>
		<u>JLSecher2861@sbglobal.net</u>

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Mittler N. Gross</u>	<u>11D Sycamore Dr.</u>	<u>860-429-1557</u>
<u> " "</u>	<u> " "</u>	<u> " "</u>
<u>Marie J. Gross</u>	<u> " "</u>	<u>(860) 429-1557</u>
<u>Ben Korbe</u>	<u>11C Sycamore Dr.</u>	<u>860-477-8546</u>
<u>Jack Scottson</u>	<u>10B Sycamore Dr.</u>	<u>860-8127-2643</u>
<u>Jane Blanshaw</u>	<u>13D Sycamore Dr.</u>	<u>860-429-9908</u>
<u>Maia Gurling</u>	<u>9A Sycamore Dr.</u>	<u>860-487-3699</u>
<u>Jessie Willard Daniels</u>	<u>8A Sycamore Dr.</u>	<u>860-429-5987</u>
<u>Jean Williams</u>	<u>11A Sycamore Dr.</u>	<u>860-429-4331</u>
<u>Nancy Wengel</u>	<u>10A Sycamore Dr.</u>	<u>860-429-7646</u>

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from First Church members and some L W V members

Petition Regarding Assisted Living

Dear Jack

To the Mansfield Town Council,

Carol

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
Carol McMillan	100 Warrenville Av Mc.	860 423-3774
Eva Eaton	24 Silo Rd. W Storrs	860 429-4638
Kathleen Moriarty	137 Courtyard Lane, Storrs	860-429-7692
Ann Kowaty	98 Fern Rd	860-423-2975
Audrey Barber	45 Farrell Rd STORRS	860-429-9679
Gretchen O. Hall	62 Crane Hill Rd., Storrs	860-456-1027
Thomas S. Best	97 Mansfield Hollow Rd. Mansfield Center	860-423-8208
Julia Sherman	43 Pinewood Lane Mansfield Ctr	860-423-8111
Carol Fricout	159 Conantville Rd Mans. Ctr	452-2719
Ann Bailey	75 Crane Hill Rd. Storrs/Mansfield	860-423-2136
Pamela Bridgford	112 Basella Budge Rd, Mansfield Ctr.	860-45-105

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
<u>Carol Keck</u>	<u>400 Eastbrook Hgts</u>	<u>860 450-0734</u>
<u>Elizabeth Peterson</u>	<u>577 MANSFIELD CITY RD</u>	<u>860-423-9632</u>
<u>Lisa Peterson-Dinn</u>	<u>577 Mansfield City Rd</u>	<u>860 377-6132</u>
<u>Betty Pietras</u>	<u>18 Blake Lane Storrs</u>	
<u>Catherine Connolly</u>	<u>37 Davis Rd. Storrs, CT</u>	
<u>Alice Bratley</u>	<u>20 Liberty Dr. Mansfield CT</u>	<u>860-336-7505</u>
<u>Henry Holts</u>	<u>Planchet Hill W. Mans</u>	
<u>Kathy LaPerre</u>	<u>322 Main St. Willimantic, Ct</u>	
<u>Gina Mangano</u>	<u>532 Rt 82 Columbia, Ct</u>	

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<u>NAME</u>	<u>ADDRESS</u>	<u>Phone or Email (opt)</u>
Anthony Rask	35 Somers Ln	06257-1557 - 860-456-1600
John P. Wood	2 Nutmeg Ct Mansfield Ctr Ct	860.450-0035
Catherine M White	1 Pt. Griswold Ln - Mansfield Ctr. Ct	06250 860 923 6727
Sylvia Corcoran	3 Pt Griswold	S. CORCORAN@SNHS

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PAGE
BREAK

WUNDERLEY R. STAUDER
22B ANTON ROAD
STORRS-MANSFIELD, CT 06268

Matthew Hart
Town Council
Town Office Bldg.

4/29/11

Dear Matt,

I am resigning from the Public Safety Committee because I am moving to Hatfield, Massachusetts. Both of my sons live in that area.

I enjoyed serving on the Public Safety Committee, and I think it is very important to have community members. Our committee needs new members, as everyone has served for a very long time. It is important for Berqin CI to know that we are paying attention to what is happening there and in the Dept. 7 Correction. So Best of Luck. I will miss that committee.

Wunderley Stauder

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PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD

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

Item #8

To: Town Council
From: Planning and Zoning Commission
Date: Thursday, May 05, 2011
Re: 8-24 Referral; 2011-12 Capital Improvement Budget

At a meeting held on 5/2/11, the Mansfield Planning and Zoning Commission adopted the following motion unanimously:

“That the PZC approve, subject to the condition below, the proposed 2011-12 Capital Improvement Program.

Several items are land use-regulated and may require PZC and/or IWA approvals before implementation. The PZC respectfully requests that the departments involved with land use projects coordinate plans with the Director of Planning and Inland Wetland Agent and that the Commission/Agency be given adequate time to thoroughly review and act upon final plans for all projects that require PZC or IWA approval.”

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TOWN OF MANSFIELD
OFFICE OF PLANNING AND DEVELOPMENT

Item #9

GREGORY J. PADICK, DIRECTOR OF PLANNING

Memo to: Dennis O'Brien, Town Attorney
From: Gregory J. Padick, Director of Planning
Date: April 28, 2011
RE: Process for reviewing requests to amend the Plan of Conservation and Development



As recently discussed, the Planning and Zoning Commission has received a request to revise Mansfield's Plan of Conservation and Development. Based on the provisions of Section 8-23 Subsection i of the Connecticut General Statutes, citizens have a right to request a revision in a Town's Plan of Conservation and Development. However, it is unclear whether all requests need to be processed pursuant to 8-23 subsection g. Furthermore, the statutes do not appear to address timing issues related to reviewing a citizen proposed revision.

Please review this issue and provide legal advice regarding statutory obligations associated with reviewing and potentially acting on a request to amend the Plan of Conservation and Development. As part of your reply, please address the following questions:

- Do all requests to amend the plan need to follow the referral and public hearing procedures of Section 8-23 subsection g?
- Are there any timing requirements that the PZC must adhere to in processing a request?
- Can the Commission, after review, determine that they do not support the requested revision and end the process without any referrals or public hearing?
- Can the Commission charge a fee for reviewing and, as appropriate, processing a citizen application to amend the plan?
- Can a Town distinguish between an informal request to the Commission as compared to a formal application?

Please contact me if you want to discuss this issue.

DRAFT MINUTES
PLANNING & ZONING COMMISSION REGULATORY REVIEW COMMITTEE
Wednesday, April 27, 2011
Conference Room B, Audrey P. Beck Municipal Building

Members present: M. Beal R. Favretti, P. Plante, K. Rawn
Others present: G. Padick, Director of Planning; A. Hilding; T. Fahey

Call to Order:

Chairman Beal called the meeting to order at 1:20 p.m.

Minutes:

03-30-11- Favretti MOVED, Plante seconded, to approve the 3/30/11 minutes as written. MOTION PASSED with Beal and Rawn disqualifying themselves.

04-13-11- Favretti MOVED, Rawn seconded, that the 4/13/11 minutes be approved as written. MOTION PASSED with Plante disqualifying himself.

PZC Referral: Proposed revision of the Plan of Conservation and Development regarding Hunting Lodge Road area residential classifications:

Padick noted that the meeting packet included the citizen request to revise the Plan of Conservation of Development and associated attachments, Section 8-23 of the State Statutes, a copy of the Plan of Conservation and Development map #22 "Planned Development Areas" and the Land Use Goals, Objectives and Recommendations portion of Mansfield's 2006 Plan of Conservation and Development. He summarized important elements of Section 8-23 including the process for revising a Plan and a section that provides for citizen requests to amend the Plan. Padick noted that a legal opinion may be necessary to address procedural aspects of the pending referral.

Committee members focused their discussion on process aspects of the subject request to amend the Plan. It was noted that based on the Statutes, citizens had a right to propose revisions and therefore, the PZC needs to formalize a written process for evaluating and potentially acting on proposed revisions. It was acknowledged that the statutory process for revising a Plan would be time consuming and would involve costs. There was general agreement that it would be problematic if all requests, regardless of merit, need to be processed through the statutory Public Hearing and referral process. After further review of Section 8-23(i), it was agreed that the Town Attorney's opinion shall besought regarding process issues, particularly whether all submittals needed to be processed pursuant to 8-23 subsection g. Padick agreed to seek a written opinion on this issue.

CLEAR recommendations for Low Impact Development Practices:

Padick briefly reviewed with Committee members April 2011 recommendations forwarded to the Town from UConn Center for Land Use Education and Research. It was agreed that a number of the recommendations should be considered. Padick agreed to begin work on this issue but implementation will need to be delayed until the fall of 2011.

Future Meetings:

The next meeting was scheduled for Wednesday, May 25th at 1:15 in Conference Room B.

Adjournment:

The meeting was adjourned at 2:36 p.m.

Respectfully submitted,
R. Favretti, Acting Secretary

TOWN OF MANSFIELD
OFFICE OF PLANNING AND DEVELOPMENT

Item # 10

GREGORY J. PADICK, DIRECTOR OF PLANNING

Memo to: Town Council, Zoning Board of Appeals, Conservation Commission,
Open Space Preservation Committee, Eastern Highlands Health District, Agriculture
Committee, Assistant Town Engineer, Fire Marshal, Zoning Agent
From: Gregory Padick, Director of Planning 
Date: April 21, 2011
Re: Proposed Revisions to the Mansfield Zoning Regulations- Agricultural uses
May 16, 2011 Public Hearing

The Planning and Zoning Commission has scheduled a Public Hearing for Monday, May 16, 2011 at 7:30 p.m. to hear comments on the attached Commission proposed 4/14/11 draft revisions to Mansfield's Zoning Regulations regarding agricultural uses. For inclusion in the Commission's pre-meeting packet, comments must be received in the Planning Office by Wednesday, May 11, 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 at the end of the draft to help explain the proposed revisions. The draft revisions relocate and refine existing provisions and incorporate a number of significant changes from a previous proposal that was presented at a public hearing in 2009. Since 2009, a concerted effort has been made to consult with the Agriculture Committee and a number of suggestions from the Agriculture Committee have been incorporated into the current draft. It is important to note that the Agriculture Committee has not yet reviewed the current draft. Significant changes from the 2009 draft include:

- The 4/14/11 draft refined Statement of Purpose and numerous provisions have been clarified or modified with additional detail.
- Seasonal farm stands with structures less than 300 square feet in size are authorized by right, subject to meeting certain conditions. The 2009 draft required Zoning Permit approval.
- Provisions for the Keeping of Animals have been clarified and refined. Square footage requirements no longer exclude a 40,000 square foot area for residential use.
- Provisions for 4H, FFA and other student projects involving the Keeping of Animals no longer requires Zoning Permit approval or compliance with animal unit provisions. These projects require an animal management plan.
- New Special Permit provisions allow property owners on smaller lots (less than 5 acres exclusive of non-farmable wetlands) to exceed accessory/secondary use animal unit requirements. The 2009 draft did not include any opportunity to demonstrate that a greater number of animals could be appropriately raised on a particular lot.
- New agricultural signage provisions authorize identity signage, product identification signage and directional signage. The 2009 draft did not change existing provisions which do not include separate site identity and product identity signs and allow 3 rather than 4 directional signs.

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

April 14, 2011 DRAFT

Proposed Revisions to Mansfield's Zoning Regulations Associated with Agricultural Uses

(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 and subdivision revisions.)

1. In Article IV- Delete existing subsections B.3 (definition of animal unit) and B.4 (definition of avocational livestock)
2. In Article VII. Section G- Delete existing subsections 13, 14, 15 and 16 and add a new subsection 13 to read as follows:
 13. Agricultural Uses as per the provisions of Article X, Section T. Certain Agricultural uses and structures require special permit approval in accordance with Article V, Section B and/or Zoning Permit approval in accordance with Article XI, Section C.

3. In Article VIII Section B.1.b replace the existing provisions with the following:

[b. **Stable, barn or manure pit** - No stable, barn or manure pit shall be located within 100 feet of any lot line.]

b. **Agricultural structures/Manure pits** Article X Section T includes special setback provisions for agricultural uses and structures.

4. In Article X Section C.4.h.3 replace the existing provisions with the following:

[**3.Agricultural/horticultural sales sites** authorized by the permitted use provisions of these regulations may have one non-illuminated sign not exceeding sixteen (16) square feet in area, provided the sign is located at the stand site, and provided it is utilized only when products are available for sale. In addition, up to three (3) offsite directional signs, provided each of said signs does not exceed two (2) square feet in area and provided the signs comply with the locational provisions of Section C.7 of this Article.]

3. See Article X Section T. 6 for agricultural sign provisions

5. In Article X, add a new subsection T to read as follows:

T. Agricultural Uses

1. **Statement of Purpose**

The purpose of these regulations is to preserve existing agriculture uses, encourage new agriculture uses, and to maintain and promote a healthy and sustainable environment for people, livestock, plants and wildlife in the Town of Mansfield through the use of appropriate standards and permit processes. Agriculture in Mansfield has its roots in the New England tradition of the small farm, the fruit orchard, and the dairy. It has continually evolved to include other farming enterprises such as silk worms, poultry, horses and ornamental horticulture. These numerous types of farms and farming enterprises have contributed to Mansfield's economy, scenic character and environmental resources. The Town's farmlands offer an inviting atmosphere and local source of fresh foods, ornamental plants and recreation. Grazing livestock, the scent of

April 14, 2011 DRAFT

new mown hay and experiencing the ever changing farmland scenery are treasures these regulations seek to preserve.

For the purposes of these regulations, agriculture is considered as the growing of crops, the raising of livestock and the storing, processing and sale of livestock and horticultural products and commodities, including those defined in Connecticut General Statutes Section 1-1q, as incidental to agricultural operations.

2. Agricultural uses such as field crops and orchards are permitted by right provided the following standards are met (special provisions apply to the on site display and sales of agricultural products):
 - a. All State and Federal requirements, including pest control and provisions for the storage and use of fertilizers, pesticides, fungicides and other chemicals, shall be met. Each property owner shall be responsible for maintaining records and data required by State or Federal agencies that pertain to the subject agricultural or horticultural use, including information on fertilizers, pesticides, fungicides and chemical uses onsite. All agricultural uses shall utilize practices recommended by the State Department of Agriculture, the University of Connecticut Cooperative Extension Service, the University of Connecticut Animal Science and Plant Science Departments, the Connecticut Agricultural Experiment Station and/or the Connecticut Department of Environmental Protection;
 - b. All other applicable sections of Mansfield's Zoning Regulations, including the Performance Standards cited in Article VI, Section B shall be met;
 - c. All agricultural uses involving onsite display and sales of products, including seasonal retail outlets, pick-your-own operations or permanent retail sales outlets shall comply with the standards listed below. It is the intent of these standards to allow the on-site retailing of agricultural products primarily grown or produced on the subject property or other land owned, leased or used by the subject property owner and a limited amount of related products. Furthermore, these standards are designed to prevent retail operations where a significant portion of the products displayed and sold are grown or produced on sites that are not owned, leased or used by the subject property owner, as this type of retail operation is more appropriately located in one of the Town's commercial zones.

It is recognized that for certain periods each year, due to seasonal or weather related issues or cooperative arrangements between agricultural property owners that the display and sale of products grown on land not owned, leased or used by the subject property owner may exceed a limited amount and may be considered significant. Any questions regarding whether the display and sale of agricultural products is in compliance with the intent of these regulations or the provisions listed below shall be resolved by the Planning and Zoning Commission.

1. The on-site display and sales of products shall be limited to agricultural products grown on the premises or on other land owned, leased or used by the property owner, a limited amount of agricultural products grown off-site on land not owned, leased or used by the property owner, and a limited amount of products that are accessory and associated with the agricultural products sold on the subject site. Examples of accessory products include but are not limited to: wreaths or tree stands associated with a Christmas tree farm; jams,

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jellies, herb vinegars or cider associated with a fruit or vegetable farm; maple syrup associated with a sugar bush; and seeds, fertilizers, peat moss and other soil amendments;

2. To address traffic safety concerns, adequate off-street parking shall be provided so that customers and employees do not park on the travel portion of town or state roads. A minimum of one off street parking space for each five feet of stand or building length shall be provided pursuant to Article X, Section D. Except for authorized seasonal retail outlets, all parking spaces shall meet the setbacks contained in the Schedule of Dimensional requirements cited in Article VIII, Section A, or be 100 feet from existing dwelling units on adjacent properties, whichever setback is greater, unless these setbacks are waived by the Commission after consideration of potential neighborhood impacts and safety problems;
3. All driveway and parking areas shall be designed and constructed to promote vehicular and pedestrian safety and the proper discharge of storm water runoff. Safe and adequate sightlines shall be provided at access drive intersections with Town or State streets. As required, a driveway permit shall be obtained from the Mansfield Public Works Department or the State Department of Transportation;
4. In situations where sales or pick-your-own operations, parking areas, or access driveways are within one hundred (100) feet of an adjacent lot containing an existing residence, buffering by the use of fencing, berming or vegetative screening shall be considered, where appropriate, to help minimize neighborhood impacts;
5. All signs shall comply with the provisions of Article X, Section T.6;
6. Seasonal retail outlets consisting of display tables, shelving carts and/or structures less than 300 sq. ft. in area, that are only utilized during periods when agricultural or horticultural products are harvested onsite or on other land owned, leased or used by the property owner and "pick-your-own" operations are permitted by right, provided the following criteria are met:
 - a. The seasonal retail outlet is on the same site as the agricultural or horticultural use;
 - b. Applicable provisions of subsection c.1 through c.5 above are met;
 - c. Any structures shall be at least thirty (30) feet from any lot line, unless this setback provision is specifically reduced or waived by the concurrence of the Chairman of the Planning and Zoning Commission and the Zoning Agent. Any waiver or reduction shall be based on specific site characteristics and a determination that the structure's location is not expected to result in neighborhood or environmental impact, traffic safety or parking problems. (Any questions regarding this provision and the appropriateness of a setback reduction or waiver shall be reviewed with the Planning and Zoning Commission);
7. Other retail sales outlet (any fixture or structure other than one authorized in Subsection c.6 above) that is utilized for retail purposes either seasonally or for longer periods of time) are permitted, provided Special Permit approval is obtained in accordance with Article V, Section B and provided the following additional criteria are met:
 - a. The retail use is on the same site as the agricultural or horticultural use;
 - b. The provisions of subsection c.1 through c.5, above, are met

April 14, 2011 DRAFT

3. Keeping of Farm Animals

The following provisions establish four (4) separate permitted use categories that authorize the keeping of animals. Sections 3.a, Principal Farm Use, Section 3.b, Accessory/Secondary use and Section 3.c, 4H, FFA or other Student Project use authorize the keeping of farm animals by right provided applicable standards are met. Section 3.d authorizes, subject to special permit approval of the Planning and Zoning Commission, additional Accessory/Secondary uses where the number of animals per lot exceeds the number of animals per lot authorized by right in section 3.b

a. Principal Farm Use Permitted by Right

The keeping, breeding, or raising of beef or dairy cows, sheep, poultry, swine, goats, horses, and other animals for either commercial or non-commercial purposes, and accessory buildings and facilities, are permitted by right, provided the following standards and recommendations are addressed:

1. The subject lot is a minimum of five (5) acres in size exclusive of non-farmable wetlands and watercourses. (Any questions regarding non-farmable wetlands and watercourses shall be reviewed with the Planning and Zoning Commission)
2. The animals shall be provided with safe and adequate shelter and shall be kept in a manner that conforms to all applicable regulations of the Connecticut Department of Environmental Protection, the Connecticut Department of Agriculture and the Connecticut Department of Public Health and with all applicable provisions of the State Statutes.
3. Zoning Permits, pursuant to Article XI, Section C, shall be required for all buildings and structures and all applicable zoning setback requirements shall be met.
4. It is recommended that all property owners keeping animals prepare a farm management plan that addresses the particular shelter, outdoor keeping areas, pasture and manure management needs related to the specific animals being kept on the property and any associated drainage or neighborhood impact issues. Information available from the CT Department of Agriculture, the University of Connecticut Cooperative Extension Service, the Connecticut Farm Bureau and/or the USDA Natural Resources Conservation Service should be utilized in preparing a site specific farm management plan. Agriculture practices contained in the Connecticut Department of Environmental Protection's manual of Best Management Practices for Agriculture should be followed.
5. Agriculture practices recommended by one of the agencies listed above in Section 3 a. 4 shall be utilized for all manure piles. Surface water flows shall be diverted away from manure piles, stables, barns and outside keeping areas such as corrals or pens. Manure piles, stables, barns, and outside animal keeping areas (such as corrals or pens but excluding fenced pastures) shall be a minimum of one hundred (100) feet from any adjacent property line and a minimum of seventy-five (75) feet from any well, unless these setbacks are specifically waived or reduced by the concurrence of the Planning and Zoning Commission Chairman and Zoning Agent. Any waiver or reduction shall be based on site and neighborhood characteristics and a determination that a waiver or reduction in setbacks would not be expected to result in environmental or neighborhood impacts. (Any questions regarding this provision and the appropriateness of a setback waiver or reduction shall be reviewed with the Planning and Zoning Commission)

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6. In order to maintain and improve animal health and water quality, all pasture land shall be managed to maintain healthy grass cover and it is recommended that pastures be a minimum of thirty-five (35) feet from rivers, streams and other watercourses. Additionally, it is recommended that all stables, barns, outside animal keeping areas, such as corrals or pens, and manure/compost piles be located a minimum of one-hundred (100) feet from rivers, streams and other watercourse areas. Greater setback buffers are recommended wherever slopes exceed fifteen (15) percent between watercourse channels and stable barns, outside keeping areas and manure/compost piles. It is further recommended that any necessary livestock watercourse crossings be confined to a short length of the watercourse and that culverts or bridges be used at crossings when feasible.
7. All manure stored on an agricultural site shall be composted or removed from the site on a regular basis pursuant to recommended agricultural practices.

b. Keeping of Farm Animals-Accessory/Secondary Uses Permitted by Right

The keeping, breeding, or raising of beef or dairy cows, sheep, poultry, swine, goats, horses and other animals for accessory and primarily, non-commercial purposes, and accessory buildings and facilities, on lots not meeting the lot size provisions of Article X, Section T.3.a. above are permitted by right, provided the following standards and recommendations are addressed. These standards and recommendations are designed to help ensure that each qualifying site is physically capable of safely supporting the proposed keeping of farm animals and that authorized animals are kept in a safe manner without inappropriate impact on the environment or neighboring land uses.

1. The provisions of Article X, Section T.3.a 1. through 7. shall be met.
2. Unless special permit approval is granted pursuant to the provisions of Article X, Section T.3.d, the square footage requirements contained in the following chart shall be met for each animal category. These square footage requirements exclude non-farmable wetlands and watercourses but include areas used for residential structures and accessory site improvements.

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FARM ANIMALS: ACCESSORY/SECONDARY USE CHART FOR RESIDENTIAL LOTS	
<u>ANIMAL CATEGORY</u>	<u>SQUARE FOOTAGE</u> <u>(Excludes non-farmable wetlands and watercourses but includes areas used for residential structures and accessory site improvements)*</u>
Large animals including: Beef or Dairy Cows, Horses, Ponies, Mules, Buffalo, Donkeys and similar sized animals **	One (1) animal per 40,000 sq. ft.
Swine	Two (2) breeding sows plus litter (3 months or less) per 40,000 sq. ft.
Medium animals including: Sheep, Goats, Ostriches, Alpacas, Llamas and similar sized animals	Five (5) animals per 40,000 sq. ft.
Small poultry including: Chickens and Ducks***	Sixteen (16) birds per 40,000 sq. ft.
Large poultry including: Geese and Turkeys	Eight (8) birds per 40,000 sq. ft.
Rabbits	Twenty-five (25) animals per 40,000 sq.ft.
Other Animals	As determined by the Zoning Agent consistent with this chart
* Combinations consistent with this chart are permitted as determined by the Zoning Agent. Livestock offspring shall not apply to the animal unit calculation until after weaning. Special provisions also may be approved by the Zoning Agent for dwarf animal breeds and for young animals who have not reached adult size. Any questions regarding non-farmable wetlands shall be reviewed with the Planning and Zoning Commission.	
** Male animals in this category shall be neutered on or before one (1) year of age. Non-neutered males over the age of one (1) are not authorized by this use provision.	
***Due to potential noise and neighborhood impact problems, it is recommended that guinea fowl not be kept pursuant to this permitted use provision.	

c. 4H, FFA or other Student Projects Permitted by Right

Student projects involving the temporary keeping of farm animals are authorized by right provided a Statement of Use and animal management plan (see Article X, Section T.3.a.3) that comprehensively describes the proposed project, including shelter provisions, outside keeping areas and manure management, is prepared and found acceptable with respect to animal welfare and potential environmental and neighborhood impacts by the 4H Club Agent of the Cooperative Extension Service or a qualified school instructor or project manager.

d. Keeping of Farm Animals-Accessory/Secondary Uses-Permitted subject to Special Permit Approval

It is recognized that on a case by case basis, it may be appropriate to authorize a greater number of animals that is allowed by right pursuant to Article X, Section T.3.b. Therefore, subject to obtaining special permit approval in accordance with Article V, Section B, property owners may seek approval for more animals that would otherwise be permitted pursuant to Article X, Section T.3.b and the associated Farm Animals: Accessory/Secondary Use Chart For Residential Lots. To help address potential animal safety issues and potential environmental and neighborhood impact issues, applications shall include a specific animal management plan that demonstrates compliance with the standards of Article X, Section T.3.a.1 through 7 and all special permit approval criteria of Article V, Section B.5. Article X, Section T.3.a.4 provides potential sources of information that should be considered in preparing an animal management plan. Special Permit applications submitted pursuant to this provision shall be referred to Mansfield's Agriculture Committee for review and comment.

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4. Other Commercial Agricultural Uses (Special Permit Approval Required)

Any other agricultural use that is not specially authorized by subsections T.2. and T.3. above or other provisions of these Regulations may be permitted provided special permit approval is obtained in accordance with Article V, Section B.

5. Manure/Compost

Any excess manure and/or compost produced on an agricultural site may be sold for off-site use. However, compost that is primarily from materials not generated on the subject site shall not be sold for off-site use unless special permit approval is obtained in accordance with Article V, Section B. (Any questions regarding this provision shall be reviewed with the Planning and Zoning Commission)

6. Agricultural Signage

The following agricultural signs are authorized in Mansfield:

- a. Identity Sign: One unlighted agricultural identity sign per site is authorized by right provided the sign does not exceed sixteen (16) square feet in area and it complies with the location, height, sign area and construction and design standards of Article X Sections C 7 through 10.
- b. Product Identification Signs: Up to three (3) unlighted product identification signs per site are authorized by right on sites with onsite retail sales outlets provided the cumulative square footage of the sign(s) does not exceed thirty-two (32) square feet in area and the sign complies with the location, height and sign area standards of Article X Sections C7 through C9. Product identification signs shall be removed during seasonal periods when products are not available for sale.
- c. Directional Signs: Up to four(4) unlighted off site directional signs are authorized by right for sites with onsite retail sales outlets provided each sign does not exceed a size of two (2) square feet and provided the signs comply with the locational provisions of section C.7. for seasonal retail outlets, off site directional signs shall be removed during seasonal periods when products are not available for sale. In addition, for agricultural sites that qualify for a State Department of Agriculture authorized permanent directional sign, one additional sign compiling with state requirements is authorized provided the locational provisions of Article X Section C.7 are met.

7. Agriculture Committee

The Planning and Zoning Commission shall refer Special Permit applications pursuant this section to the Town of Mansfield's Agriculture Committee for their advice and comment.

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Explanatory Note:

These revisions are designed to reorganize, clarify and incorporate new standards (particularly for the keeping of farm animals as a secondary or accessory use) for agricultural uses in Mansfield. As proposed, agricultural use provisions would be relocated from Article VII to a new subsection of Article X and a new statement of purpose has been added. The proposed revisions would exclude non-farmable wetlands and watercourses from the 5 acre minimum lot size requirement to qualify as a principal farm use and from the acreage needed per animal unit for secondary or accessory keeping of farm animal uses. Revised provisions are included for seeking special permit approval to exceed the secondary/accessory provision that limit the number of animals that may be kept for each 40,000 square feet of land excluding non-farmable wetlands and watercourses and for 4H, FFA or other student projects involving the keeping of farm animals. The proposal includes provisions that authorize certain setback waivers or reductions and that refer any questions regarding setback waivers or reductions or non-farmable wetlands to the Planning and Zoning Commission. The revised regulations are designed to promote agricultural uses while providing appropriate standards and permit processes to address potential environmental impact, neighborhood impact or animal welfare issues. The revised regulations also specifically reference the important ongoing role of the Agriculture Committee. Mansfield's zoning regulations for agricultural uses should be periodically reviewed and updated where appropriate to address any issues that arise and to address new technologies and innovative practices

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2011 STORRS CENTER
DEVELOPMENT AGREEMENT

BY

MANSFIELD DOWNTOWN PARTNERSHIP, INC.

AND

STORRS CENTER ALLIANCE, LLC

March 31, 2011

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SCHEDULE D: GUARANTY BY LEYLANDALLIANCE LLC

2011 STORRS CENTER DEVELOPMENT AGREEMENT

This 2011 STORRS CENTER DEVELOPMENT AGREEMENT (the "2011 Agreement" or this "Agreement") is made as of the 31st day of March, 2011, by and between the **MANSFIELD DOWNTOWN PARTNERSHIP, INC.** (the "Partnership"), a nonprofit corporation with an address at 1244 Storrs Road, P.O. Box 513, Storrs, Connecticut 06268, and **STORRS CENTER ALLIANCE LLC** (the "Master Developer"), a Connecticut limited liability company having an address in care of LeylandAlliance LLC, 233 Route 17, P.O. Box 878, Tuxedo, New York 10987.

RECITALS

A. The Partnership is a Connecticut nonprofit, nonstock corporation, with offices in Mansfield, Connecticut (the "Town").

B. The Master Developer is a Connecticut limited liability company whose sole member is LeylandAlliance LLC, a Delaware limited liability company.

C. The Partnership commissioned that certain conceptual master plan entitled "Downtown Mansfield Master Plan, May, 2002" (the "Master Plan") for the area of downtown Mansfield now commonly known as Storrs Center.

D. Pursuant to the Master Plan's recommendations and Chapter 132 of the Connecticut General Statutes, the Mansfield Town Council on May 28, 2002, designated the Partnership as municipal development agency for the Town and charged the Partnership with the preparation and implementation of a municipal development plan for Storrs Center.

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

F. Pursuant to Connecticut General Statutes section 22a-1, et seq., and in furtherance of the University's interest in facilitating the development of the Storrs Center area, the University commissioned that certain "Environmental Impact Evaluation for the Proposed Graduate Student Apartments and Downtown Mansfield Master Plan Projects, Storrs, Connecticut", by Baystate Environmental Consultants, Inc. (the "EIE").

G. On or about April 28, 2003, the Secretary of the Connecticut Office of Policy and Management ("OPM") approved the EIE. A condition of OPM's approval of the EIE was that a municipal development plan for Storrs Center be prepared pursuant to Chapter 132 of the Connecticut General Statutes.

H. In 2004, from among several candidates, the Partnership selected Storrs Center Alliance, LLC, to be Master Developer of Storrs Center and entered into "DEVELOPMENT AGREEMENT BY MANSFIELD DOWNTOWN PARTNERSHIP, INC. AND STORRS

CENTER ALLIANCE LLC AUGUST 3, 2004" (the "2004 Development Agreement"). The 2004 Development Agreement gave the Master Developer rights and duties including designing Storrs Center, working with the Partnership to prepare and obtain approval of a municipal development plan pursuant to Chapter 132 of the Connecticut General Statutes for Storrs Center and developing Storrs Center in accordance with the requirements of the 2004 Development Agreement.

I. Since its designation as such, the Master Developer has undertaken substantial efforts toward developing Storrs Center, including taking a leading role in preparing, and obtaining the January 27, 2006, approval by the Commissioner of the Connecticut Department of Economic and Community Development ("DECD") of the Storrs Center Municipal Development Plan (said Plan, as amended from time to time, is referred to as the "MDP").

J. The MDP for Storrs Center includes a Town Green, Rt. 195 improvements, new town streets and sidewalks, up to 800 units of housing, up to 200,000 square feet of retail, office and other commercial space, parking facilities and open space.

K. The Master Developer has also entered into land acquisition and utility agreements for Storrs Center, prepared and presented joint applications with the Partnership to the Mansfield Planning and Zoning Commission (including a Special Design District for Storrs Center, with related Design Guidelines and Sustainability Guidelines), cooperated with the Partnership and the Town regarding all aspects of preparation to construct the Storrs Center Project, performed extensive analysis and design refinements for Storrs Center, arranged appropriate expansions of the Project beyond the MDP area, arranged financing for Phase 1A and 1B of the Project and negotiated that certain "DEVELOPMENT AGREEMENT PHASES 1A and 1B [Storrs Center] TOWN OF MANSFIELD STORRS CENTER ALLIANCE, LLC AND EDUCATION REALTY TRUST, INC." (the "Town Development Agreement").

L. Construction of Phase 1A of Storrs Center is scheduled to begin in June of 2011.

M. Due to their experience working on the Project since 2004, the evolution of the Project, and local, state and national economic conditions, the Partnership and the Master Developer wish to update and amend the 2004 Development Agreement.

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

ARTICLE I

DEFINITIONS

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

"2004 Development Agreement" has the meaning set forth in Recital H of this Agreement.

"Agreement" or "2011 Agreement" means this Agreement, as it may be amended in writing from time to time.

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

"Business Plan" or "Phase Business Plan" has the meaning set forth in Article III of this Agreement.

"Conceptual Site Plan", as to the Project, is that plan attached as Schedule C to this Agreement.

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

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

"Governmental Authority" means any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever of any governmental unit (whether federal, state, county, district, municipal or otherwise), whether now or hereafter in existence, which have jurisdiction over all or any portion of the Project.

"Land Acquisition Agreement" means those certain, written agreements, collectively, between the Master Developer and the University for the acquisition by the Master Developer of land or interest in land for development of Storrs Center.

"Master Developer" has the meaning set forth in the introductory paragraph to this Agreement.

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

"MDP" has the meaning set forth in Recital I of this Agreement.

"MDP Project Area" is that land shown on the Project Area map in the MDP and attached as Schedule A to this Agreement.

"Partnership" has the meaning set forth in the introductory paragraph to this Agreement.

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

"Phase Conceptual Site Plan", as to each Phase, has the meaning set forth in Section 3.1(b) of this Agreement.

"Phase Development Program" has the meaning set forth in Section 3.1(a) of this Agreement.

"Phase Financing Plan" has the meaning set forth in Section 3.1(e) of this Agreement.

"Project" has the meaning set forth in Section 2.3 of this Agreement and is shown in Schedule B, as amended by written agreement of the parties from time to time.

"Project Area" has the meaning set forth in Section 2.3 of this Agreement and is shown in Schedule B.

"Phase Management Plan" has the meaning set forth in Section 3.1(g) of this Agreement.

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

"Sanitary Sewer Service Agreement" means that certain written agreement, or agreements, collectively, in effect from time to time, between the Master Developer and the University for sanitary sewer service to the Project.

"Town" has the meaning set forth in Recital A of this Agreement.

"Town Development Agreement" has the meaning set forth in Recital K of this Agreement.

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

"University Agreements" has the meaning set forth in Section 5.1 of this Agreement.

"Water Supply Agreement" means that certain written agreement, or agreements, collectively, in effect from time to time, between the Master Developer and the University for water supply to the Project.

ARTICLE II

PURPOSE AND INTENT

Section 2.1. Purpose. The purpose of this 2011 Development Agreement is to set forth the parties' essential relationship and rights and obligations to each other concerning development of Storrs Center and to replace the 2004 Development Agreement in its entirety.

Section 2.2. No Invalidation; Estoppel. Nothing in this Agreement is intended, or shall be construed, to invalidate any act of either the Partnership or the Master Developer done pursuant to or in reliance upon the 2004 Development Agreement. The parties hereby

acknowledge that each party's performance under the 2004 Development Agreement has been satisfactory, and that no defaults have occurred thereunder.

Section 2.3. Scope of Project. This Agreement concerns and governs the relationship between the parties regarding the Storrs Center Project Area shown on Schedule B, attached (the "Project Area"). The Project Area is not limited to the MDP Project Area. The current Storrs Center Development Plan (the "Project") is shown on the Conceptual Site Plan, Schedule C.

Section 2.4. Releases. Except where an obligation created by, or set forth in, the 2004 Development Agreement is expressly included in this Agreement, the parties forever release each other from any claims concerning or arising from the same.

Section 2.5 Conflict with Town Development Agreement. Concerning Phases 1A and 1B of the Project only, if there arises any conflict between this 2011 Development Agreement and the Town Development Agreement, the Town Development Agreement shall prevail. Obligations undertaken by the Master Developer in this Agreement concerning, or to be performed during the planning or construction of, Phases 1A and 1B of the Project which are in addition to obligations of the Master Developer in the Town Development Agreement shall not be considered to conflict with the Town Development Agreement unless, and then only to the extent, such obligations undermine or are otherwise reasonably inimical to rights or obligations of the Master Developer or of the Town under the Town Development Agreement.

Section 2.6 LeylandAlliance LLC Guaranty. In consideration of the execution and delivery of this Agreement by the Partnership, LeylandAlliance LLC is executing and delivering to the Partnership a Guaranty in the form of Schedule D hereto, the receipt of which the Partnership acknowledges.

ARTICLE III
BUSINESS PLANS FOR THE PROJECT

Section 3.1. Phase Business Plans. Beginning with Phase 1C of the Project, the Master Developer shall prepare for, and obtain the Partnership's approval of, a confidential business plan for the development and construction of each phase of the Project (each being a "Phase Business Plan"). Each Phase Business Plan shall include the following elements:

(a) A development program consisting of a statement of the proposed number, types and mix of residential units, retail space, other commercial/office space and parking spaces (which may be in the form of a range, consisting of proposed minimum and maximum amounts) within the Project phase, a statement of the proposed square footages (which may also be a range) for each type of use proposed within the Project phase and projected average daily water use when the phase is completed (the "Phase Development Program").

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

(c) A preliminary list of all Governmental Approvals that will be required to complete the Project phase.

(d) A confidential development cost *pro forma* for the phase, provided the Partnership gives the Master Developer reasonable assurance that such *pro forma*, not being required by law, is not subject to public disclosure under the Freedom of Information Act or otherwise.

(e) A financing plan for the Project phase generally identifying proposed sources of funding for each component of the Project phase, approximate amounts of funding for each component and anticipated timing and sequencing of Project phase financing (the “Phase Financing Plan”).

(f) A critical path chart or similar timeline outlining the anticipated sequence of development of the Project phase.

(g) A preliminary management plan for the improvements in the Project phase setting forth the anticipated methods and responsibilities for maintaining improvements after completion of construction (the “Phase Management Plan”).

(h) A summary of the Master Developer’s then-current development program for the remainder of the Project after completion of i) parts of the Project already completed or under construction and ii) the Project phase under consideration, including the then-current Project site plan.

Section 3.2. Phases. Phases shall be based on the proposed start of a phase of construction, as determined by the Master Developer’s planning and financing, and not by any Project or site plan labels. For example, the Master Developer may propose to finance and develop the parts of the Project labeled 1C and 4 at the same time. In such case, the Master Developer’s Phase Business Plan may combine such parts of the Project in a single Phase Business Plan, or Master Developer may elect to present a separate Phase Business Plan for each such part of the Project.

Section 3.3. Timing of Phase Business Plans. Each Phase Business Plan shall be completed in two parts. First, the Master Developer shall prepare and submit to the Partnership a draft of the Phase Business Plan and shall obtain the Partnership’s approval of such draft, prior to

applying formally for financing for the Phase. Second, the Master Developer shall prepare and submit to the Partnership a final Phase Business Plan, and shall obtain the Partnership's approval of such Phase Business Plan prior to closing on financing for the Phase. Given that implementation of each Phase Business Plan will depend upon receipt of all Governmental Approvals, the final Phase Business Plan may be completed after the Master Developer has received all required Governmental Approvals for the Phase. Approval by the Partnership of the draft and final Phase Business Plan shall not be unreasonably withheld or delayed.

Section 3.4. Flexibility. The parties acknowledge that the viability of the Project depends upon each Phase Business Plan being flexible enough to adapt to changing circumstances, including changes in economic and real estate market conditions. Therefore, each Phase Business Plan, and the Master Developer's plans for the Project, may be modified from time to time by the Master Developer, with any material modifications to be subject to approval by the Partnership, which shall not unreasonably be withheld or delayed.

ARTICLE IV

AMENDMENT OF THE MUNICIPAL DEVELOPMENT PLAN

Section 4.1. Amendment of the MDP. If the Master Developer and the Partnership agree that it is desirable or necessary that the MDP be amended, the Master Developer shall prepare, or pay for the preparation of, all plans, reports and supporting documentation necessary to amend the MDP, subject to the Partnership's approval, provided that the Partnership's approval of the proposed amended documents shall not unreasonably be withheld or delayed. Each party's work on any amendment to the MDP shall be at such party's own expense.

Section 4.2. Consent to Use MDP Reports. The Partnership and the Master Developer mutually consent to each other's use of all final reports prepared in support of the MDP for all purposes consistent with the Project.

Section 4.3. Cooperation. The parties will cooperate to achieve the expeditious approval by all legally required Governmental Authorities of any necessary amendment of the MDP.

ARTICLE V

PERMITS AND APPROVALS; TIMING;

CONSTRUCTION OF THE PROJECT

Section 5.1. Agreements with the University. The Master Developer shall, with reasonable diligence, perform the Land Acquisition Agreement, the Water Supply Agreement and the Sanitary Sewer Service Agreement (collectively, as the same may be amended from time to time, the "University Agreements"). Performance by the Master Developer of its material obligations under the University Agreements is of the essence of this Agreement. The Master Developer shall not be in default of this Agreement if any of the University Agreements is breached by the University, provided the Master Developer is not also in default of any material provision of the University Agreements.

Section 5.2. Permits and Approvals. The Master Developer shall, with reasonable diligence, prepare detailed plans and appropriate supporting materials and apply for all permits and approvals that are required from any Governmental Authority in order to construct the Project substantially in accordance with applicable legal requirements and the Master Developer's Phase Business Plans, as approved by the Partnership, including any state or local development or assistance agreement which the Partnership agrees is reasonably required for the

success of the Project or Project phase (each a "Governmental Approval" and collectively the "Governmental Approvals"), with the exception of the following:

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

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

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

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

Section 5.5. Zoning Regulation Amendments. If the Master Developer elects to seek amendment of any Town zoning regulation, including but not limited to regulations concerning the Storrs Center Special Design District, or of any other law, regulation or entitlement associated with development of the Project, upon Master Developer's request, the Partnership shall act reasonably to assist the Master Developer, and the Master Developer shall prepare, file and present appropriate applications with the Mansfield Planning and Zoning Commission, and/or any other officers, agencies or commissions required for approval of such amendments.

Section 5.6. Timing of Construction. The Master Developer shall construct each phase of the Project substantially in accordance with the terms and conditions of the Governmental Approvals therefor and in accordance with the Phase Business Plan for each such phase of the Project; provided, however, that the Master Developer may amend the Phase Business Plan for any phase of the Project from time to time, with the approval of the Partnership, which approval not to be unreasonably withheld or delayed. The Master Developer shall pursue the Project with reasonable diligence.

Section 5.7. Deadlines. The deadlines in this Agreement, or in any Phase Business Plan, as either may be amended from time to time, shall be subject to extension upon the written request of the Master Developer if one or more events not reasonably within the control of the Master Developer make such request reasonable. In addition, it is understood that if a deadline is extended for any task that is required to be completed before proceeding to a later task, the deadline for the succeeding task shall also be extended for a corresponding period of time.

Section 5.8. Costs of Construction. The costs of construction of the Project shall be borne entirely by the Master Developer, subject to the understanding that (i) certain public funding has been obtained by the Town and shall be utilized by the Town for certain public portions of the Project in accordance with the Town Development Agreement; (ii) the Master Developer may pursue additional public funding from local, state and/or federal sources, and the Partnership shall continue to assist the Master Developer in this regard; and (iii) the Master Developer may obtain private funding from equity investors, co-developers, lending institutions and such other sources as the Master Developer may elect to pursue in its sole discretion. The Master Developer agrees that the receipt of such funding shall not be a condition precedent to its obligations to construct the Project as set forth in this Agreement, but the Partnership recognizes

and agrees to act reasonably to approve modifications to the Project and to Phase Business Plans for the Project, in order to make the Project, and each phase thereof, feasible for the Master Developer to carry out.

Section 5.9. Coordination of Construction. The Master Developer shall coordinate the activities of its contractors in connection with the construction of the Project with the Partnership, the Town and the University. The Master Developer shall meet and review construction schedules and progress with the Partnership at least monthly to facilitate timely cooperation and public awareness of the Project.

Section 5.10. Construction Lender Notice to the Partnership. The Master Developer shall make reasonable efforts to obtain the written agreement of each of its construction lenders to notify the Partnership in writing of any lender claim that there exists a material default under any agreement between the Master Developer and such lender.

ARTICLE VI

REAL PROPERTY RELATED TO THE PROJECT

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

ARTICLE VII

WATER SUPPLY; SANITARY SEWER; UTILITIES

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

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

Section 7.3. Utilities. The Master Developer shall arrange for all utility service to the Project including, but not limited to, electric, gas, telephone and cable TV.

ARTICLE VIII

COOPERATION

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

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

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

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

(d) To the extent that the Partnership's authorization, consent, approval or recommendation for approval by others is required on any written materials, plans, applications

or other matters relating to the Project, the Partnership shall cooperate in providing what is required in an expeditious manner. The Master Developer shall pay the Partnership's reasonable third-party expenses for public hearings, including but not limited to publication of legally required notices (but not including the Partnership's attorney's fees or the fees of any other consultant).

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

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

(g) Future circumstances may cause either party to believe that the uses, density, design, arrangement or any other aspect of the Project should be changed. In such an event, the parties agree to cooperate with each other in resolving whether to modify the Project, including the potential modification of any Phase Business Plan, any plans for the Project, the MDP or any Governmental Approvals. No such modification proposed by either party shall be rejected unreasonably by the other party.

(h) The parties shall jointly prepare, print (at the Master Developer's expense) and disseminate such public reports on the status of the Project as the Partnership may reasonably require.

ARTICLE IX
DISPUTE RESOLUTION

Section 9.1. Arbitration. Any dispute arising between the parties hereto concerning any matter of performance under, or interpretation or breach of, this Agreement, including claims for specific performance or other equitable relief, shall be resolved by arbitration. Either party may serve upon the other party a written notice demanding that the dispute be resolved pursuant to this Article. Arbitration shall be by a single arbitrator agreed upon by the parties or, in the absence of agreement on an arbitrator within 15 days after the first written demand for arbitration, appointed by the American Arbitration Association as provided in its Commercial Arbitration Rules. The arbitrator shall permit cross-examination of witnesses on any question at issue. The determination of the arbitrator shall be by reasoned award, not a summary award, and shall be binding on the parties, subject only to judicial review as provided by law. Each party shall pay half the fees of the arbitrator and administrative fees of the arbitration and all of its own attorneys' fees related to the arbitration, provided that the arbitrator shall have the power to award costs and reasonable attorneys' fees to the prevailing party if the arbitrator, by reasoned award, finds it equitable to do so.

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

Section 9.3. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

Section 9.4. Mediation. Nothing in this Agreement shall prevent the parties from mutually agreeing to engage in non-binding mediation in an effort to resolve any dispute arising out of this Agreement. To the extent that the parties agree to engage in such mediation, either party may elect to withdraw from the mediation at any time, in which case all provisions of this Article IX shall continue to apply.

ARTICLE X

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

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

Section 10.2. Exclusive Dealings. The Partnership is pursuing the development of the Project Area exclusively with the Master Developer, and the Partnership covenants that it has not and will not engage in any communications, whether written or oral, with any other developer entity concerning development of the Project Area or any part of the Project Area for so long as this Agreement is in effect.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES OF THE MASTER DEVELOPER

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

Section 11.2. No Discrimination. The Master Developer shall not discriminate upon the basis of age, race, color, religion, disability, sex, national origin or sexual orientation in the sale, lease or rental or in the use or occupancy of the Project.

Section 11.3. Compliance with Laws. The Master Developer shall comply with all applicable laws in the execution of the Project and performance of this Agreement.

ARTICLE XII

NOTICES

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

Notices hereunder shall be directed:

To the Partnership:

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

With copies at the same time to:

Leeland J. Cole-Chu, Esq.
Kepple, Cole-Chu, Cipparone, Avena & Zaccaro, PC
261 Williams Street
New London, Connecticut 06320
Telephone: (860) 442-0150
Facsimile: (860) 442-8353

To the Master Developer:

Storrs Center Alliance LLC
c/o LeylandAlliance LLC
233 Route 17
P.O. Box 878
Tuxedo, New York 10987
Attn: Howard Kaufman, Manager
Telephone: (845) 351-2900
Facsimile: (845) 351-2922

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

ARTICLE XIII

DEFAULT BY THE MASTER DEVELOPER

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

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

(b) The occurrence of a material default by the Master Developer under the Land Acquisition Agreement, the Water Supply Agreement, the Sanitary Sewer Service Agreement, the Town Development Agreement or any future, written agreement between the Master Developer and the Town, the University or the State of Connecticut concerning development of any part of Storrs Center, subject to whatever rights to cure the respective agreement(s) may provide.

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

(d) The failure of the Master Developer to give the Partnership written notice of any claim by any of its lenders that the Master Developer is in material default of any loan agreement.

Section 13.2. Remedies. Upon the occurrence of a Master Developer Default, provided that no Partnership Default then exists, the Partnership may terminate this Agreement, after which the Partnership shall have no further obligations under this Agreement and the Partnership shall have the following rights:

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

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

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

(d) In the event of a Master Developer Default, the Partnership shall, for a period of ten (10) years following such Master Developer Default (the "ROFR Period"), have a right of first refusal, as more particularly described herein, with respect to any and all parcels of land owned by the Master Developer within the Project Area (as the Project Area is defined at the time of the Master Developer Default) with respect to which the Master Developer has received an offer to purchase which the Master Developer wishes to accept, or a written acceptance of the Master Developer's offer to sell, with the following exceptions: a) land to be

conveyed pursuant to a foreclosure, deed in lieu of foreclosure or other involuntary sale or conveyance and b) land on which the Master Developer has completed improvements to the extent of obtaining certificate(s) of occupancy for all residential units and for at least half (measured by gross square footage) of the nonresidential space. This right of first refusal is a conditional right not intended to be an encumbrance on the Master Developer's land in the Project Area unless and until there occurs a Master Developer Default. However, in such case, this right shall be effective without further notice or demand to the Master Developer and shall be enforceable by any legal and/or equitable remedies generally available in aid of the enforcement of real estate contracts. During the ROFR Period, if a Master Developer Default occurs and is not cured when the Master Developer wishes to accept an offer to purchase land within the Project Area which is not excepted by (a) or (b) above, or the Master Developer wishes to offer any such land for sale, the Master Developer shall send a notice to the Partnership with the terms and conditions of the offer. The Partnership shall then have a period of thirty (30) calendar days in which to notify the Master Developer in writing that the Partnership wishes to acquire such land on the same terms and conditions of such offer to purchase or offer to sell, as the case may be. If the Partnership gives the Master Developer such notice of election to acquire such land, the Partnership shall have an additional period of thirty (30) calendar days to enter into a purchase and sale agreement with the Master Developer substantially in accordance with said terms and conditions. If no written notice of exercise of this right of first refusal is given within said initial thirty (30) day period, or if the Partnership fails to enter into such purchase and sale agreement within said additional thirty (30) day period, the Partnership shall be deemed to have waived this right of first refusal, and the Master Developer shall be free to sell the subject

land on the terms and conditions substantially as set forth in the Master Developer's notice to the Partnership.

ARTICLE XIV

DEFAULT BY THE PARTNERSHIP

Section 14.1. Default. The occurrence (including the discovery of any prior occurrence) of any one or more of the following shall constitute a "Partnership Default" as that term is used in this Agreement: (a) The occurrence of a breach by the Partnership of a material obligation or warranty contained in this Agreement, which breach is not promptly cured as provided herein; or (b) the occurrence of an intentional, material misrepresentation by the Partnership.

Notwithstanding the foregoing, if the Partnership commences the cure of said breach or misrepresentation within a thirty (30) day period, and continues with diligence to cure same, said thirty (30) day period shall be extended, and no Partnership Default shall be deemed to occur, for such additional period as shall reasonably be required to enable the Partnership to complete such cure.

Section 14.2. Remedies. Upon the occurrence of a Partnership Default, provided that no Master Developer Default then exists, the Master Developer may terminate this Agreement, after which the Partnership shall have no further obligations under this Agreement and/or the Master Developer shall have the right to enforce all terms, provisions and conditions of this Agreement by any remedies available at law or in equity, including specific performance.

ARTICLE XV

INSURANCE

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

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

ARTICLE XVI

MISCELLANEOUS

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

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

Section 16.3. Project Advertising. All advertising (including signs) for sale or rental of any residential portion of the Project shall include the words "An Open Occupancy Building" (or similar wording approved by the Partnership) in a legible type size and design, and shall include the words "in cooperation with the Mansfield Downtown Partnership, The University of Connecticut and the Town of Mansfield." The words "project" or "development" may be substituted for the word "building" where circumstances make it appropriate.

Section 16.4. Interpretation. Unless otherwise specified herein: (a) the singular includes the plural and the plural the singular; (b) words importing any gender include the other gender; (c) references to persons include their permitted successors and assigns; (d) references to statutes are to be construed as including all rules and regulations adopted pursuant to the statute referred to and all statutory provisions consolidating, amending or replacing the statute referred to; (e) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein and entered into in accordance with their respective terms; (f) the words "approve," "consent" and "agree" or derivations of said words or words of similar import mean, unless otherwise expressly provided herein, the prior approval, consent or agreement in writing of the person holding the right to approve, consent or agree with respect to the matter in question; (g) the words "include" or "including" or words of similar import, shall be deemed to be followed by the words "without limitation"; (h) the words "hereto" or "hereby" or "herein" or "hereof" or "hereunder," or words of similar import, refer to this Agreement in its entirety; (i) all references to articles and sections are to the articles and sections

of this Agreement; (j) in computing any time period hereunder, the day of the act, event or default after which the designated time period begins to run is not to be included, and the last day of the period so computed is to be included, unless any such last day is not a Business Day, in which event such time period shall run until the next day which is a Business Day; and (k) the headings of articles and sections contained in this Agreement are inserted as a matter of convenience and shall not affect the construction of this Agreement. The Partnership and the Master Developer have each jointly, with the advice and assistance of their respective legal counsel, participated in the negotiation and drafting of all of the terms and provisions of this Agreement, and, accordingly it is agreed that no term or provision of this Agreement shall be construed in favor of or against any party by virtue of the authorship or purported authorship thereof by any party.

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

Section 16.6. Amendment and Waiver; Consents and Approvals. This Agreement may be amended by written instrument executed by the Partnership and the Master Developer, and may be waived only by written instrument executed by the party making such waiver. No amendment or waiver which is not so documented shall be effective. Whenever a consent or approval is required hereunder or otherwise in connection with the Project, such consent or approval shall not be unreasonably withheld or delayed. Furthermore, in connection with any

financing arranged by Master Developer or any co-developer, including Education Realty Trust, Inc., for the Project, or any portion thereof, in the event that a lender or equity partner requests modifications to this Agreement, the Partnership shall consider such request and shall not unreasonably withhold or delay approval of such requested modifications.

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

Section 16.8. Confidentiality of Information. To the extent permitted by law, all information obtained by either party from the other party hereto pursuant to this Agreement shall remain confidential; provided, however, the foregoing shall not prevent either party hereto from disclosing such information, if any, as may reasonably be required to carry out its obligations hereunder (including without limitation disclosure to its lenders, attorneys, accountants or consultants retained for the purposes of this transaction) or as reasonably requested by potential or current investors in the Master Developer or as reasonably requested by a construction lender or any permanent lender in connection with any construction loans or permanent loans or as may be required in connection with any litigation or alternative dispute resolution proceedings between the parties to this Agreement or as required by applicable law, court order or any rule, regulation or order of any Governmental Authority or agency having jurisdiction over the Partnership, the Master Developer or the Project.

Section 16.9. Entire Agreement. This Agreement, including the schedules attached hereto, contains the entire agreement between the parties hereto relating to the subject matter hereof. This Agreement supersedes the 2004 Development Agreement.

Section 16.10. Estoppels. Each party shall, without charge, at any time and from time to time, within ten (10) days after written request by the other party or by any Master Developer mortgagee or prospective mortgagee, execute and deliver a certificate or certificates evidencing the following: (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 party has complied with all of its warranties, representations and covenants contained herein and, if the other party has not so complied, identifying with reasonable specificity the nature of such non-compliance; (d) whether any notice of default has been given to the other party which default has not been cured and, if there is an uncured default, attaching a copy of such notice(s); (e) whether the right of first refusal provided in Section 13.2(d) applies, or is claimed to apply, to any land owned by the Master Developer and, if so, identifying the subject land; and (f) such other matters as either party or any Master Developer mortgagee or prospective mortgagee may reasonably request.

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

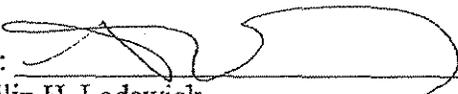
Section 16.12. Multiple Counterparts. This Agreement shall be executed in multiple counterparts, as may reasonably be requested, each of which shall be an original, but all of which shall constitute but one instrument.

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

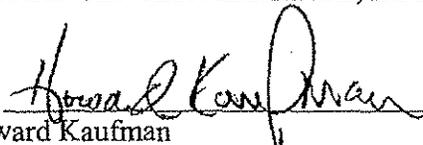
Section 16.14. Notice Regarding Members of Storrs Center Alliance, LLC. The Master Developer shall promptly notify the Partnership in writing of the admission or withdrawal of any member of Storrs Center Alliance, LLC.

Section 16.15. No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

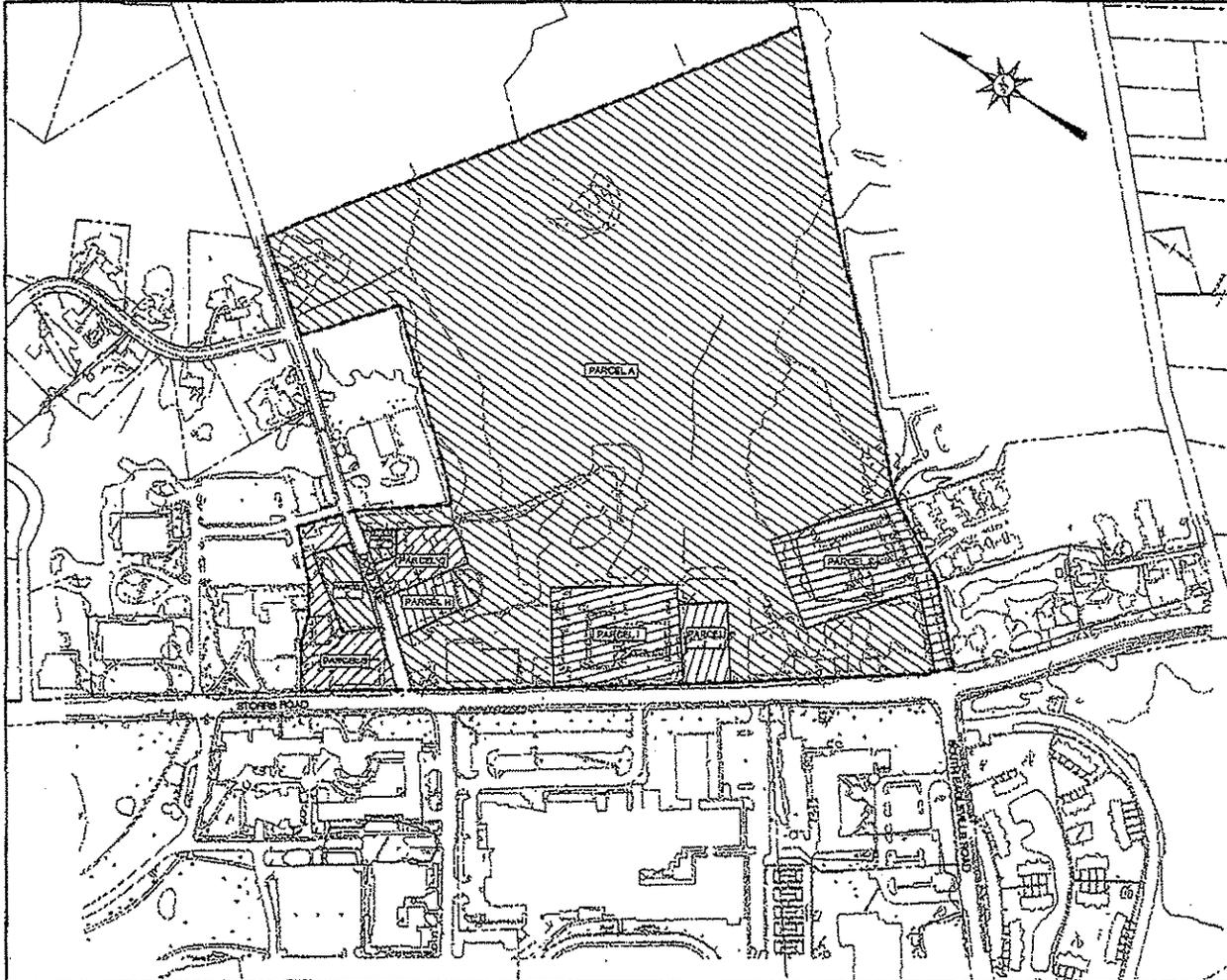
MANSFIELD DOWNTOWN PARTNERSHIP, INC.

By: 
Philip H. Lodewick
Its President
Duly authorized

STORRS CENTER ALLIANCE, LLC

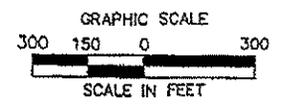
By: 
Howard Kaufman
Its Manager
Duly authorized

Schedule A



PROPERTY LEGEND

PARCEL	M/B/L	OWNER	ADDRESS	ACRES
A	16.41.13	UCONN	1188,1024 STORRS RD, STORRS, CT 06268	42.56
B	16.40.10 (Part of Lot)	UCONN	STORRS RD./ DOG LA. STORRS, CT 06268	1.48
C	16.41.17	UCONN	14 DOG LANE STORRS, CT 06268	0.70
F	16.41.13A	STATE OF CONN. LEASED TO USFS	1254 STORRS ROAD STORRS, CT 06268	2.52
G	16.41.18	Robarge, Richard & Leslie	18 DOG LANE STORRS, CT 06268	0.1
H	16.41.16	Warzocha, Esther	10 DOG LANE STORRS, CT 06268	0.7
I	16.41.15	Storrs Assoc. LLC	1244 STORRS RD STORRS, CT 06268	2.2
J	16.41.14	Haldouh, Nicholas & Georgia	1232 STORRS RD STORRS, CT 06268	0.7
K	16.40.9	Rogers, Steven E, et. al.	13 DOG LANE STORRS, CT 06268	0.53



Handwritten initials and signature

BL Companies
 ARCHITECTURE
 ENGINEERING
 PLANNING
 LANDSCAPE ARCHITECTURE
 LAND SURVEYING
 ENVIRONMENTAL SCIENCES
 353 Research Parkway
 Middletown, CT 06450
 (203) 430-4400
 (203) 630-2615 Fax

MUNICIPAL DEVELOPMENT PLAN PROJECT AREA MAP
 STORRS CENTER
 MANSFIELD, CONNECTICUT

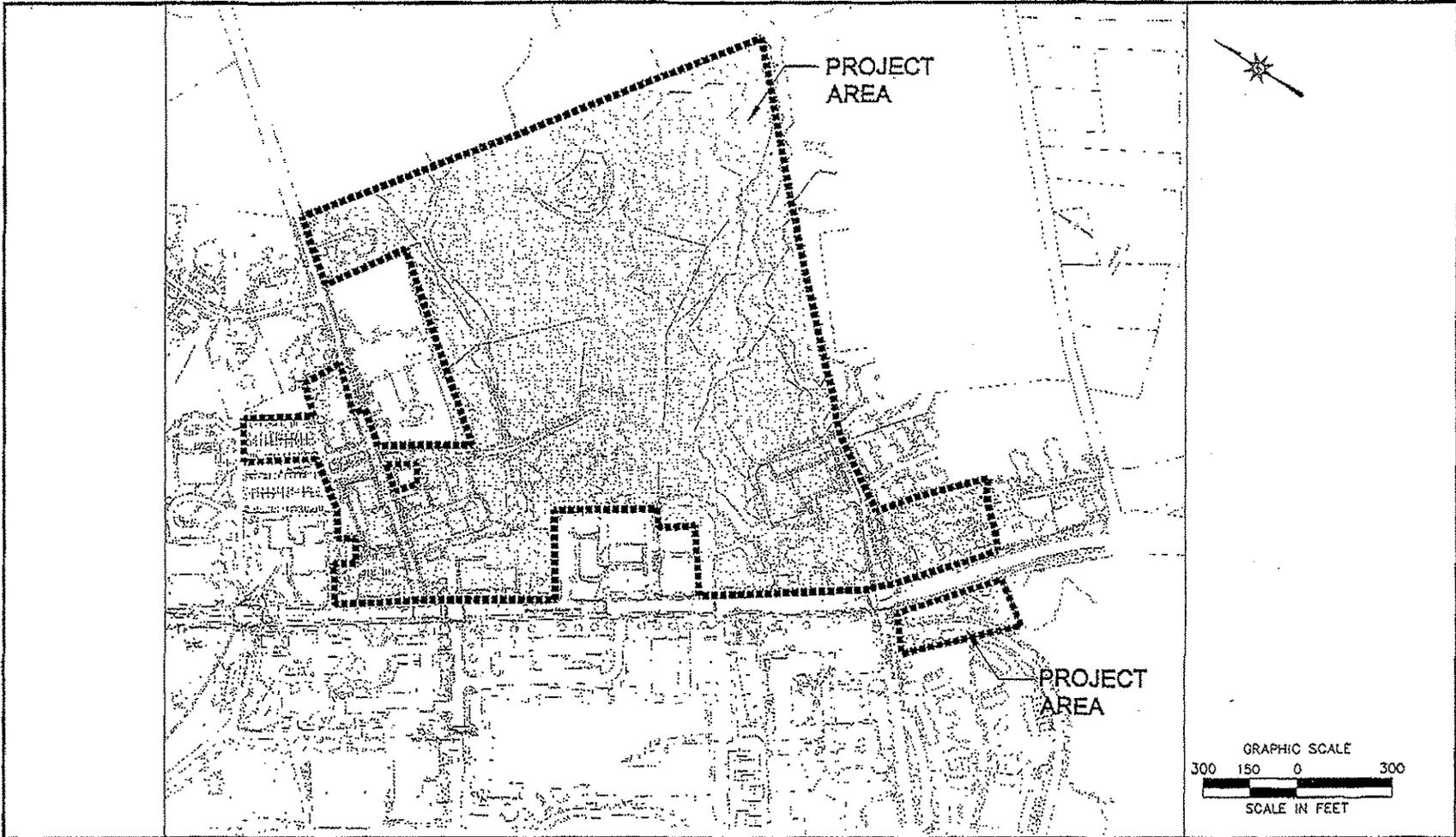
Designed
 Drawn
 Checked
 Approved
 Scale
 Project No.
 Date
 CAD File

D.R.F.
 P.M.B.
 1"=300'
 030607
 08/03/04
 PAC06201A

FIG. 1

WREF(x)

Schedule B



ARCHITECTURE
ENGINEERING
PLANNING
LANDSCAPE ARCHITECTURE
LAND SURVEYING
ENVIRONMENTAL SCIENCES

955 Research Parkway
Mansfield, CT 06109
(203) 630-1425
(203) 630-2615 Fax

STORRS CENTER PROJECT AREA MAP

STORRS CENTER
MANSFIELD, CONNECTICUT

Designed
Drawn
Checked
Approved
Scale
Project No.
Date
CAD File
XREF(s)

G.P.F.
E.L.Z.
1"=300'
030607
03/10/11
PUCSS701A-SCH. B

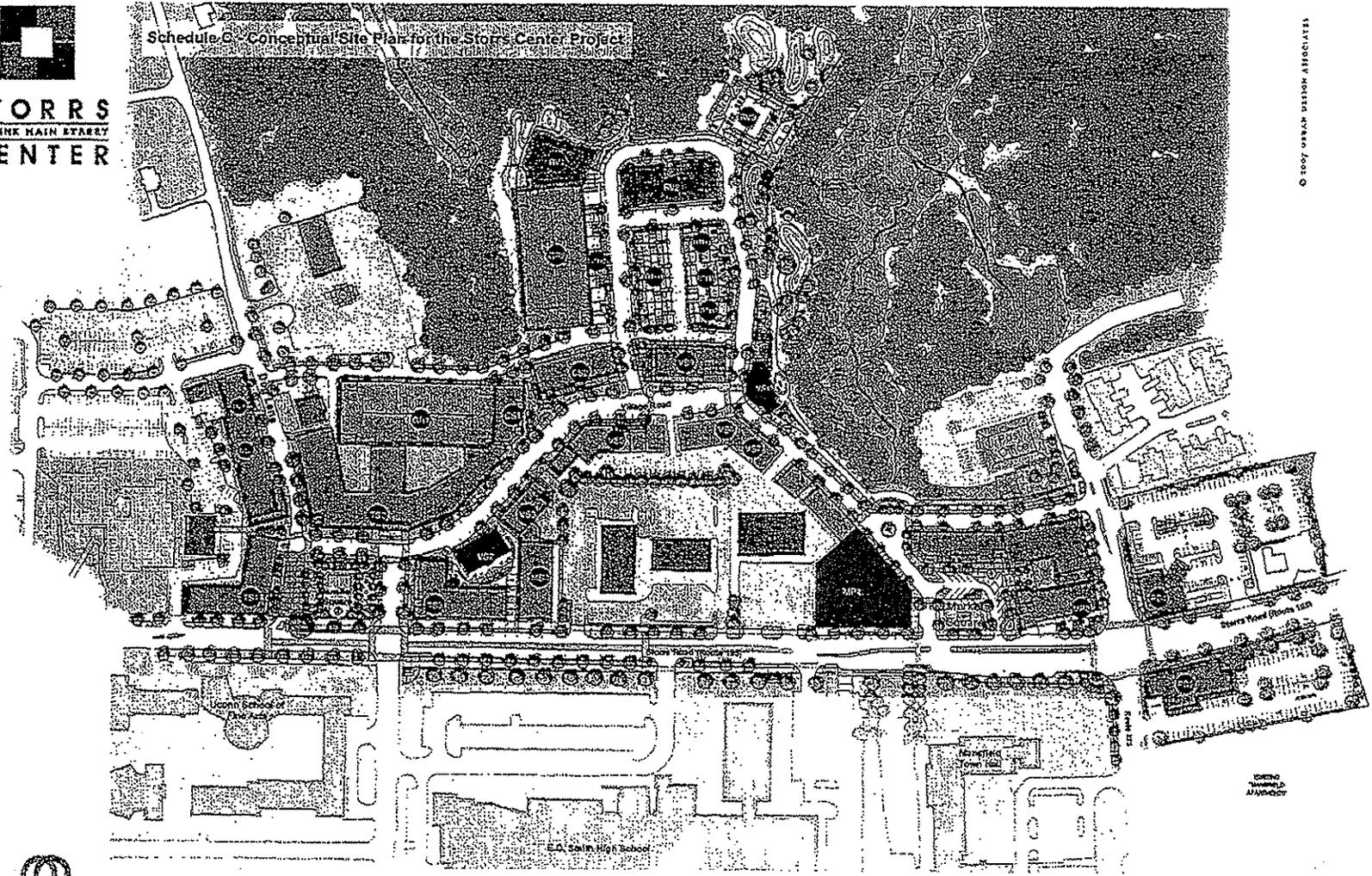
SCHEDULE B

Schedule C



STORRS
 REYTHINK MAIN STREET
 CENTER

Schedule C - Conceptual Site Plan for the Storrs Center Project



© 2007 OVERARCH DESIGN ASSOCIATES

-196-



Leyland Alliance

Storrs Center - Conceptual Master Plan



Schedule D

GUARANTY

THIS GUARANTY is made this 31st day of March, 2011, by LeylandAlliance LLC, a Delaware limited liability company, having an address at 233 Route 17, P.O. Box 878, Tuxedo, New York 10987 (the "Guarantor").

WITNESSETH:

WHEREAS, the Mansfield Downtown Partnership (the "Partnership") has entered into a certain development agreement with Storrs Center Alliance LLC ("SCA") of even date herewith (the "2011 Development Agreement");

WHEREAS, the Guarantor is at present the sole member of SCA and expects to benefit from SCA's entering into the 2011 Development Agreement with the Partnership; and

WHEREAS, the Partnership, as a condition precedent to entering into the 2011 Development Agreement, has required this Guaranty as security;

NOW, THEREFORE, to induce the Partnership to enter into the 2011 Development Agreement, the Guarantor does hereby guarantee unconditionally to the Partnership the full and complete performance and observance of all of SCA's covenants and other obligations contained in the 2011 Development Agreement, as it may be amended from time to time in the manner provided in Section 16.6 of that Agreement by the Partnership and SCA (collectively, the "Obligations");

PROVIDED ALWAYS, that upon complete performance of the Obligations, this Guaranty shall terminate and have no further force or effect.

Guarantor further covenants and agrees as follows:

Definitions. All capitalized terms not otherwise defined herein shall have the meanings specified in the 2011 Development Agreement.

Waiver by Guarantor. To the fullest extent permitted by applicable law, Guarantor hereby expressly waives and agrees not to assert or in any other manner whatsoever claim or derive any benefit or advantage from: (i) any right to require the Partnership to proceed against SCA or any other person, to resort to any other security for the Obligations, whether held by the Partnership or otherwise, or to exercise or pursue any other right, power or remedy before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or for the performance of any Obligation; or (iii) any defense arising by reason of the incapacity, lack of authority, death or disability of any other person, or by reason of the failure of the Partnership to file or enforce a claim against the estate of any other person (whether in administration, bankruptcy or any other proceeding). Guarantor hereby expressly waives presentment and demand for payment, dishonor and notice of dishonor, protest and notice of protest, and any other notice whatsoever required under any applicable law, including without limitation notice of the acceptance of this Guaranty and of the existence, creation or incurring of any new or additional Obligation, or of any action or omission on the part of SCA, the Partnership or any other person. It is the purpose and intent of Guarantor that the Obligations of Guarantor hereunder be absolute and unconditional and shall not be discharged except by performance as herein provided and then only to the extent of such performance.

Rights of the Partnership. Without notice or demand and without affecting, modifying, releasing or limiting in any way the liability of Guarantor, the Partnership may, in its sole discretion, at any time and from time to time and in such manner and upon such terms as it deems advisable, without effect on Guarantor's liability under this Guaranty: (i) extend the time for performance of any Obligation; (ii) obtain or accept any security or other interest in any property, as additional security for any Obligation, or alter, release or exchange any Obligation

or any security therefor; and (iii) release any person now or hereafter liable for any of the Obligations.

Remedies Cumulative. No right or remedy conferred upon or reserved to the Partnership herein is intended to be exclusive of any other right or remedy herein or by law or equity provided, and each and every such right or remedy shall be cumulative and shall be in addition to every other right or remedy hereunder or now or hereafter existing at law or in equity.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty below to evidence its agreement with the foregoing.

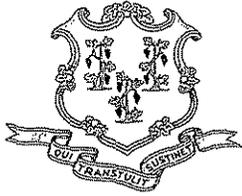
LEYLAND ALLIANCE LLC

By: 
Howard Kaufman
Its Manager
Duly authorized

ATTEST:

By: _____

Title: _____



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

Item #12

April 29, 2011

Dear Chief Executive Officers and Assessors:

Pursuant to Section 10-261a(c) of the Connecticut General Statutes, we hereby notify you that the 2009 Equalized Net Grand List (ENGL) for your municipality has been computed and a copy is enclosed. We want to thank you and your staff for your cooperation during our preparation of the 2009 Sales/Assessment Ratio Study and Equalized Net Grand List.

As you know, the Equalized Net Grand List is an estimate of the one hundred percent (100%) value of all taxable property in a municipality. The sales/assessment ratios used to equalize your 2009 net real property grand list were calculated from all fair market sales of real property occurring between October 1, 2009 and September 30, 2010. The median ratio was used to produce the sales/assessment ratio for each property use class with three or more sales during the applicable period. In a use class with less than three sales, the total median sales/assessment ratio for all property classes was used to compute the equalized net assessment.

Within fifteen (15) days following receipt of this notification, a town may appeal to the Secretary of the Office of Policy and Management. Pursuant to Section 10-261a(c), the appeal must be in writing and include a statement as to the reason(s) for the appeal.

If you have any questions, please contact Paul LaBella of my staff at (860) 418-6313 or paul.labella@ct.gov.

Very truly yours,

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

W. David LeVasseur, Acting Undersecretary
Intergovernmental Policy Division

Enclosures

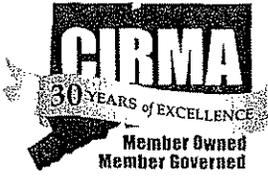
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E N G L

Mansfield

78

CLASSIFICATION	NET ASSESSMENT	RATIO	EQUALIZED
Net Residential	728,723,000	70.00	1,041,032,857
Apartments	45,711,470	70.00	65,302,100
Comm/Ind/Utilities	86,039,720	70.00	122,913,886
Vacant	6,009,780	70.00	8,585,400
Land Use	1,295,490	70.00	1,850,700
10 Mills	1,750	100.00	1,750
Total Real Property	867,781,210		1,239,686,693
Total Personal Property	101,964,526	70.00	145,663,609
TOTAL GRAND LIST	969,745,736		1,385,350,301



**CONNECTICUT
INTERLOCAL
RISK
MANAGEMENT
AGENCY**

900 Chapel Street
New Haven, Connecticut 06510-2807
Phone 203-946-3700 | Fax 203-773-6971
www.CIRMA.org

April 22, 2011

Item #13

Mr. Matthew Hart
Town Manager
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Dear Mr. Hart,

CIRMA has been pleased to provide the Town of Mansfield important coverage through our International Travel Insurance program!

CIRMA provided this **no-cost International Travel coverage** because you are a member of our Liability-Auto-Property pool. The program provides broad coverage, tailored to the needs of schools and their foreign travel programs. Coverage includes:

- Foreign Commercial General Liability—Covers lawsuits brought in foreign countries and lawsuits brought into the United States.
- Foreign Voluntary Workers' Comp—Provides endemic disease and excess repatriation expense coverage.
- Travel Accident and Health—Covers emergency medical and sickness expenses, 24-hour travel assistance, legal assistance, and lost passport/lost luggage services.
- Foreign Commercial Auto Liability—Covers hired, non-owned autos abroad, excess of local compulsory insurance.
- Kidnap and Ransom/Extortion coverage.

By participating in CIRMA's no-cost International Travel Program this spring, **your school saved \$3,332 in premium costs.**

Travel abroad is an exciting educational experience for students, but it does pose some risk to the sponsoring entity. We are pleased to be able to help your public schools expand their students' horizons while protecting the group and your budget from unanticipated financial losses.

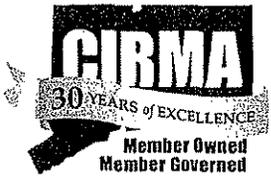
Please note: CIRMA's International Travel Insurance Program coverage is also available for town-sponsored trips, not just school trips. There are excluded areas; please consult your CIRMA team for a list of excluded areas before planning a trip.

Thank you for the opportunity to help you provide your students with an enriching educational experience!

Best Regards,

Steve Bixler
Vice President for Underwriting & Member Relations





**CONNECTICUT
INTERLOCAL
RISK
MANAGEMENT
AGENCY**

900 Chapel Street
New Haven, Connecticut 06510-2807
Phone 203-946-3700 | Fax 203-773-6971
www.CIRMA.org

April 22, 2011

Mr. Matthew Hart
Town Manager
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Dear Mr. Hart,

CIRMA has been pleased to provide Regional School District #19 important coverage through our International Travel Insurance program!

CIRMA provided this **no-cost International Travel coverage** because you are a member of our Liability-Auto-Property pool. The program provides broad coverage, tailored to the needs of schools and their foreign travel programs. Coverage includes:

- Foreign Commercial General Liability—Covers lawsuits brought in foreign countries and lawsuits brought into the United States.
- Foreign Voluntary Workers' Comp—Provides endemic disease and excess repatriation expense coverage.
- Travel Accident and Health—Covers emergency medical and sickness expenses, 24-hour travel assistance, legal assistance, and lost passport/lost luggage services.
- Foreign Commercial Auto Liability—Covers hired, non-owned autos abroad, excess of local compulsory insurance.
- Kidnap and Ransom/Extortion coverage.

By participating in CIRMA's no-cost International Travel Program this spring, **your school saved \$1,866 in premium costs.**

Travel abroad is an exciting educational experience for students, but it does pose some risk to the sponsoring entity. We are pleased to be able to help your public schools expand their students' horizons while protecting the group and your budget from unanticipated financial losses.

Please note: CIRMA's International Travel Insurance Program coverage is also available for town-sponsored trips, not just school trips. There are excluded areas; please consult your CIRMA team for a list of excluded areas before planning a trip.

Thank you for the opportunity to help you provide your students with an enriching educational experience!

Best Regards,

Steve Bixler
Vice President for Underwriting & Member Relations

Joshua's Tract

Conservation and Historic Trust, Inc.

P.O. Box 4, Mansfield Center, Connecticut 06250-0004

Item #14

April 25 2011

Dear Town Manager Matt Hart,

Please join us to celebrate the generosity of John Lof who has donated an 18 acre property in your neighborhood to Joshua's Trust. Town and Trust officials will participate in the dedication, walks will be offered and refreshments served starting at 2:00 p.m. on Saturday, May 14th.

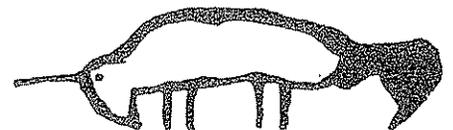
Located on Route 320, near 74 Willington Hill Road, the property is mostly level and provides excellent walking through stands of sugar maples, birches, hickories and beech. Majestic oaks, some with diameters more than 20 inches, testify to the absence of lumbering for the past 100 years. Professor Lof and his late wife, Ruth, carefully tended the land and prevented the growth of invasives. During the 1980s Ruth banded and recorded some 40,000 birds. Her journals remain in the Lof home.

If you would like to attend, please respond by calling the Trust office at 860 429-9023 leaving a name and phone number or email the information to joshuastrust@snet.net

Cordially,



Allison Burchell-Robinson
President



JOSHUA'S MARK

PAGE
BREAK

The Impervious Cover TMDL Project

An update for Mansfield commissions and citizens

April 28, 2011

Summary

The Town of Mansfield and the University of Connecticut are engaged in a national precedent-setting project to protect local water resources from the effects of urban runoff. This project focuses not on specific pollutants but on the impervious, or impenetrable, surfaces that play a large role in the degradation of waterways in urbanizing areas. The emphasis of the project is on reducing and treating stormwater from roofs and paved surfaces through the use of "low impact development" (LID). LID encompasses an array of innovative site-level practices that involve promotion of infiltration of stormwater into the ground, and the use of soils and vegetation to absorb and treat runoff. Progress is being made: a number of LID practices have already been installed on campus; a watershed plan to help guide future action is being developed, and; Mansfield and University officials are working with the project team to ensure that official plans, procedures, and regulations support LID.



Project team members check drainage patterns on campus (the hard way).

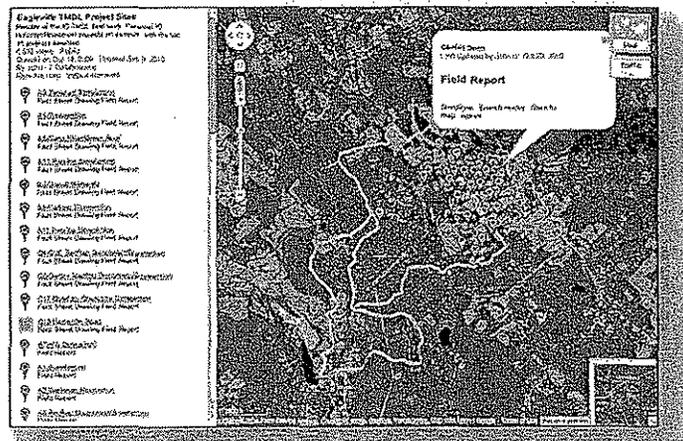
Background

The *Total Maximum Daily Load* (TMDL) section of the national Clean Water Act directs states to develop and implement pollutant "budgets" for waterways that are known to be degraded. In 2007, the Connecticut Department of Environmental Protection (CTDEP) issued the first TMDL in the country based on impervious cover, which has been shown by both national and statewide research to be a strong indicator of the impacts of urbanization on water resources. The location for the Impervious Cover TMDL ("IC-TMDL") is Eagleville Brook, a small watershed in Mansfield that is part of the Willimantic River system and drains much of the UConn campus. The innovative idea of using a *surrogate* pollutant such as impervious cover is a response to the fact that many streams in urbanizing areas suffer from a complex array of problems that cannot easily be separated. Since the use of this surrogate approach is very likely to expand in the future, the Eagleville project is important nationally, as well as locally.

The IC-TMDL Project

A partnership was formed between CTDEP, UConn and Mansfield to fashion a logical and feasible response to the IC-TMDL. The project team is led by the *Nonpoint Education for Municipal Officials* (NEMO) Program, an outreach program of UConn's Center for Land Use Education and Research. The watershed evaluation phase was carried out by NEMO faculty and experts from the Center for Watershed Protection, a widely respected national nonprofit, and Horsley Witten Group, a consulting firm from Massachusetts with extensive LID expertise and experience. 51 potential sites for stormwater "retrofit" projects – LID installations in already developed areas – were identified by the project team, most of them on the UConn campus. Of

these, a list of ten priority projects was compiled. These “Top Ten” projects include a wide range of practices, located in a cross-section of campus environments and treating stormwater from a number of different types of impervious cover. The list includes green roofs, vegetated “bioretention” areas, porous pavements, and other practices. The location of these practices, and additional information on each (including fact sheets and drawings of the Top Ten) can be found in the “Findings” section of the project website (bottom of page). Recommendations have been made for changes to University and Town policies, and a watershed plan to frame the future of the project is under development.



A Google Maps mashup shows potential retrofit projects. The yellow line is the Eagleville watershed boundary. Visitors can click on the “balloons” for more information on each site.

Progress

As new construction, renovation and maintenance projects on campus are planned, LID practices are being built in. Already, a porous concrete lot in front of the Field House (below, right) and a porous asphalt lot near the Towers dorms (below, left) have been completed, and both porous parking and rain gardens treating roof runoff have been built at Northwoods Apartments (below, middle). The new academic building under construction includes a partial green roof and bioretention cells.

Although the focus to date has been on the heavily developed central campus region, the goal of both University and Mansfield planning officials is to establish LID as the norm for both new development and redevelopment – not just in the Eagleville watershed, but in all other areas as well. The project is entering a critical phase toward realizing this goal, as both the University and the Town consider changes to plans, regulations and procedures that will codify, and thus help to ensure, strategies for reducing the impact of stormwater runoff on their water resources.



LID projects on campus. Left: Towers parking lot repaved with porous asphalt. Center: all buildings in the Northwoods Apartment complex have rain gardens to accept roof runoff. Right: porous concrete parking lot at the UConn Field House.

<http://clear.uconn.edu/projects/tmdl>

This fact sheet was produced by the NEMO program of the UConn Center for Land Use Education and Research (CLEAR), May 2011. Comments and questions: Dr. Mike Dietz, Dept. of Extension, 860-345-5225, michael.dietz@uconn.edu



UCONN STUDENTS ENROLLED AT STORRS CAMPUS, 1990-2011
 UPDATED AS OF APRIL, 2011

Item #16

Academic Year	Undergrad. F/T	Undergrad. P/T	Total Undergrad.	Total Grad.	Total
Spring, 1990	11,286	1,397	12,683	-----	
Fall, 1990	12,307	1,265	13,572	7,001	20,573
Spring, 1991	11,220	1,416	12,636	-----	
Fall, 1991	11,321	1,249	13,128	4,329	17,457
Spring, 1992	10,838	1,329	12,167	4,131	16,298
Fall, 1992	11,321	1,170	12,491	4,399	16,890
Spring, 1993	10,353	1,228	11,581	4,206	15,787
Fall, 1993	10,830	1,075	11,905	4,549	16,454
Spring, 1994	9,849	1,149	10,998	4,229	15,227
Fall, 1994	10,328	1,058	11,386	4,503	15,889
Spring, 1995	9,546	1,144	10,690	4,118 (est.)	14,808
Fall, 1995	10,271	1,059	11,330	4,405	15,735
Spring, 1996	9,475	1,184	10,629	4,068	14,697
Fall, 1996	10,271	1,059	11,330	4,405	15,735
Spring, 1997	9,557	1,106	10,663	3,882	14,545
Fall, 1997	10,362	956	11,318	3,863	15,181
Spring, 1998	9,567	1,142	10,709	3,287	14,355
Fall, 1998	10,740	942	11,682	3,646	15,328
Spring, 1999	9,894	732	10,626	3,187	13,813
Fall, 1999	11,411	576	11,987	3,347	15,334
Spring, 2000	10,662	718	11,380	3,152	14,532
Fall, 2000	12,234	728	12,962	3,246	16,708
Spring, 2001	11,309	728	12,037	3,222	15,259
Fall, 2001	13,017	571	13,588	3,367	16,955
Spring, 2002	12,103	928	13,031	2,867	15,898
Fall, 2002	13,688	525	14,213	3,705	17,918
Spring, 2003	13,136	869	14,005	3,539	17,865
Fall, 2003	14,318	845	15,163	3,927	19,090
Spring, 2004	13,642	899	14,541	3,815	18,507
Fall, 2004	14,752	508	15,222	3,692	19,857
Spring, 2005	14,170	937	15,107	3,807	19,073
Fall, 2005	15,277	814	16,091	4,031	20,122
Spring, 2006	14,482	843	15,325	3,851	19,176
Fall, 2006	15,594	745	16,339	3,834	20,173
Spring, 2007	15,027	1,056	16,083	3,408	19,491
Fall, 2007	15,607	733	16,340	3,845	20,185
Spring, 2008	15,693	776	16,469	3,790	20,259
Fall, 2008	16,073	681	16,754	4,009	20,763
Spring, 2009	16,135	785	16,920	3,795	20,715
Fall, 2009	16,325	671	16,996	4,019	21,015
Spring, 2010	15,732	757	16,489	3,830	20,319
Fall, 2010	16,614	717	17,331	4,172	21,503
Spring, 2011	16,028	801	16,829	3,907	20,736

**These numbers include Mansfield Apartments as well as Northwood Apartments, Charter Oak and Hilltop Apartments. Since Fall of 2007 these numbers include all complexes that are part of the Residential Life housing stock.
 Source: Division of Student Affairs, Housing Services, University of Connecticut

UCONN STUDENTS LIVING ON-CAMPUS AT STORRS, 1990-2011

UPDATED AS OF APRIL, 2011

<u>Acad. Year</u>	<u>Undergrad/ Non-Degree</u>	<u>Grad.</u>	<u>Total</u>
Spring, 1990	8,067	425	8,492
Fall, 1990	8,655	433	9,088
Spring, 1991	7,915	405	8,320
Fall, 1991	8,191	441	8,632
Spring, 1992	7,437	430	7,867
Fall, 1992	7,628	424	8,052
Spring, 1993	6,889	428	7,317
Fall, 1993	7,152	465	7,615
Spring, 1994	6,390	456	6,846
Fall, 1994	6,702	421	7,123
Spring, 1995	6,100	414	6,514
Fall, 1995	6,567	390	6,957
Spring, 1996	6,020	410	6,430
Fall, 1996	6,675	414	7,089
Spring, 1997	6,089	372	6,471
Fall, 1997	6,473	418	6,891
Spring, 1998	5,969	378	6,347
Fall, 1998	7,212	414	7,626
Spring, 1999	6,635	417	7,052
Fall, 1999	7,818	430	8,248
Spring, 2000	7,142	411	7,553
Fall, 2000	8,259	440	8,699
Spring, 2001	7,952	421	8,373
Fall, 2001	9,247	543	9,790
Spring, 2002	8,223	425	8,648
Fall, 2002	9,868	449	10,317
Spring, 2003	9,409	560	9,969
Fall, 2003	10,567	423	10,990
Spring, 2004	10,257	485	10,742
Fall, 2004	10,658	497	11,155
Spring, 2005	10,323	509	10,832
Fall, 2005	11,010	514	11,524
Spring, 2006	10,731	416	11,147
Fall, 2006	11,135	512	11,647
Spring, 2007	10,749	490	11,239
Fall, 2007	10,751	556	11,307
Spring, 2008	10,322	519	10,841
Fall, 2008	11,427	523	11,950
Spring, 2009	11,025	492	11,517
Fall, 2009	11,912	403	12,315
Spring, 2010	11,599	372	11,971
Fall, 2010	12,247	299	12,546
Spring, 2011	11,842	279	12,121

*These numbers include Mansfield Apartments as well as Northwood Apartments, Charter Oak and Hilltop Apartments. Since Fall of 2007 these numbers include all complexes that are part of the Residential Life housing stock.

Source: Division of Student Affairs, Housing Services, University of Connecticut

April 27, 2011
News release

Willimantic River Alliance to host Water Supply Forum

The Willimantic River Alliance announced today that it is hosting a public forum on water supply issues affecting a number of towns along the Willimantic River. The informational meeting, open to any interested individuals, will be held on Wednesday evening, May 11, 2011.

Demand for clean drinking water to serve growing populations and new development is an issue shared by many towns, and some of the solutions to meet these needs might also be shared by them.

Current plans and projects include:

- *the Tolland Water Commission's water diversion application
- *the Four Corners water supply needs in Storrs/Mansfield
- *the University of Connecticut's new 5 year water supply plan
- *the Connecticut Water Company's proposed regional pipeline

This forum will make information available to the public on these projects. Plans and maps will be on display and representatives from the University of Connecticut, the Mansfield Four Corners Sewer and Water Advisory Committee, the Tolland Water Commission and the Connecticut Water Company will make brief presentations on their projects and then be available to answer questions about them.

The Tolland Water Commission has applied for a water diversion permit to double its withdrawals from its existing wells along the Willimantic River to continue to supply Tolland homes, schools and businesses south of I-84 into the future. It would also connect with the Connecticut Water Company's water pipeline, from Shenipsit Lake, which already serves the Tolland Green area north of I-84, for a back-up emergency water source.

The Connecticut Water Company could create a new regional water supply pipeline if it were to connect with the Tolland system south of I-84. A new pipeline from Tolland to Storrs extending along RT 195 could not only provide backup water for Tolland's water supply needs, but also meet the needs for water at Four Corners and the University of Connecticut in Storrs.

The Town of Mansfield has a study committee planning for the sewer and water needs of the Four Corners area of Storrs, around the intersection of RT 195 and RT 44. A new well along the Willimantic River or interconnection with an existing piped water supply are options for this part of town, according to a draft plan currently under review. Interconnection with the CT Water Company's proposed regional pipeline is one option.

The University of Connecticut has recently prepared a new five year water supply plan for the Storrs and Mansfield Depot campuses and the off campus water users it supplies adjacent to the campus. The draft March 2011 plan calls for an integrated approach to managing its wellfields along the Fenton and Willimantic Rivers and water conservation measures, including a new reclaimed water facility to recycle treated wastewater from their sewage treatment plant to use as cooling water for their central utility plant

and irrigation water for campus athletic fields. But even with such water efficiency, conservation and recycling measures the plan acknowledges that more water is needed during dry summers, so a new additional source of water is needed. Potential sources include a new well along the Willimantic River or an interconnection with an existing piped water supply... the same options as for the Four Corners area.

All of these projects involve the Willimantic River, its watershed and aquifers. They will also have impacts not only in the towns where they are planned, Tolland and Mansfield, but also in adjacent towns. Coventry Village needs more water, and may also need a new well along the Willimantic River; Mansfield and Coventry officials have met to consider sharing a well. Tolland's water was extended to Willington's Hall Memorial School on RT 32 two summers ago. CWC's proposed regional pipeline could result in demand for more intense development along the pipeline's corridor, affecting land not only in Tolland and Storrs, but in Coventry and Willington. The pipeline would involve transferring significant amounts of water from the Hockanum River watershed to the Willimantic River watershed. UCONN's reclaimed water facility would recycle water, but also reduce the amount of water flowing into the Willimantic River. All of these water diversions need to be evaluated to make sure there is a good balance of water for people and for aquatic life.

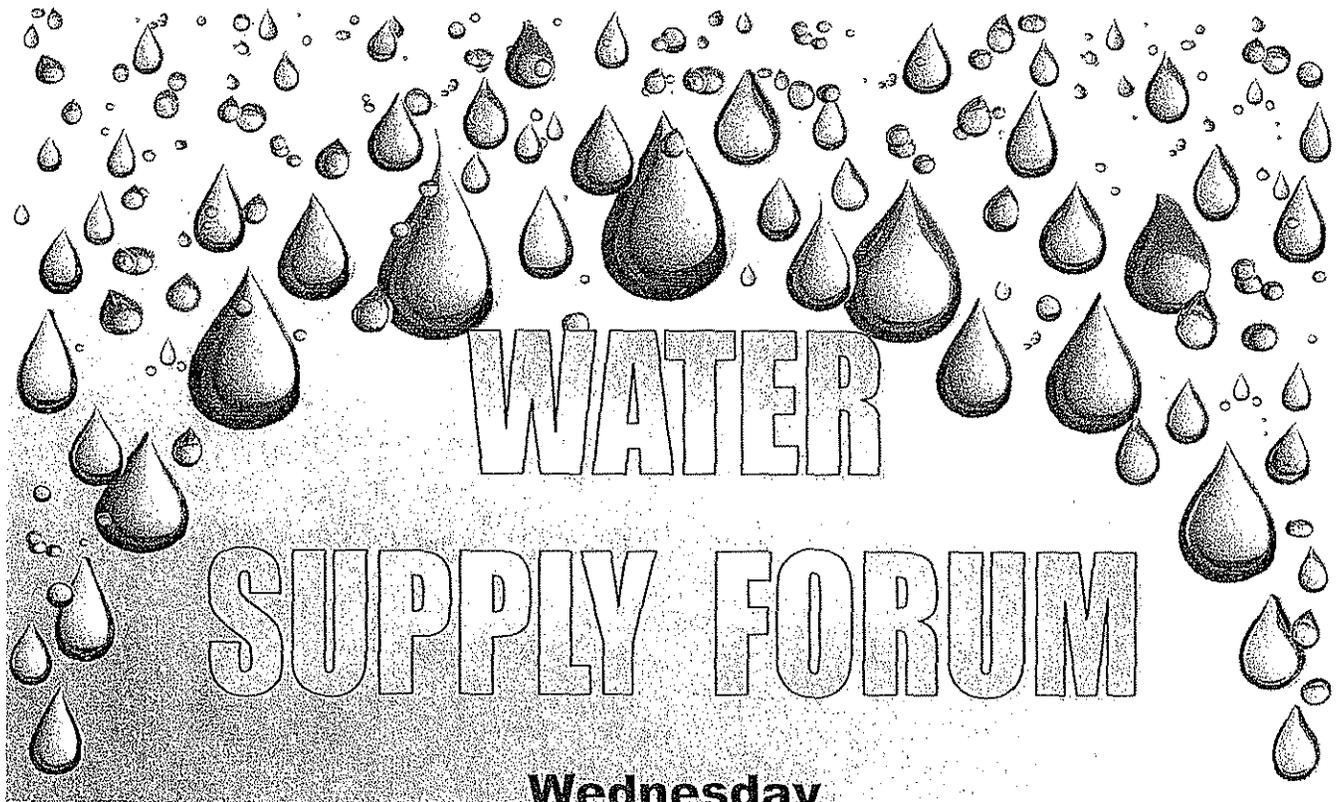
All of these projects overlap and present both potentially positive as well as negative impacts. Addressed separately, these water supply decisions could be uncoordinated and could result in unintended consequences. The Willimantic River Alliance is advocating for a coordinated regional approach where all of the parties can explore solutions with mutual benefits and minimal adverse consequences. In an effort to provide the public with more information on these important projects and to foster the communication which a regional approach will require, the WRA is hosting this water supply forum.

The forum will be held at the new Storrs Community Church at 90 Tolland Turnpike on RT 195 in Coventry. The venue for the forum is significant because the church is located where the four towns (Tolland, Coventry, Mansfield and Willington) meet along their common boundary, the Willimantic River.

The forum runs from 6:00 to 9:00 pm. Doors open at 6:00 for people to look at the plans and maps on display. At 6:45 pm brief presentations will begin on each of the four projects, running until 7:15pm. Attendees will then be able to speak with representatives from each project and to one another. The meeting will end by 9:00pm.

xxx

For more information contact:
Meg Reich, Vice President, Willimantic River Alliance at 860-455-0532



Wednesday

May 11, 2011

6:00 pm to 9:00 pm

at

Storrs Community Church

90 Tolland Tpke/ RT 195

Coventry, CT

*Everyone is invited to our
Informational Meeting on
Current Water Supply Issues in
Tolland, Coventry, Willington and Mansfield*

Plans & Maps on display & Representatives to talk with about:

- **TOLLAND WATER DIVERSION APPLICATION -**
- **CT WATER COMPANY REGIONAL PIPELINE -**
- **MANSFIELD FOUR CORNERS WATER NEEDS -**
- **UCONN/STORRS WATER SUPPLY PLAN -**

Hosted by the Willimantic River Alliance

Visit our website: www.willimanticriver.org

PAGE
BREAK



PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD

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

Item #18

Mr. Gregory J. Padick
Director of Planning
Town of Mansfield
Storrs, Connecticut 06268

6 May 2011

Dear Greg,

The Mansfield Planning and Zoning Commission has authorized me to pass on our concerns about the plan that we recently reviewed entitled "STORRS CENTER GR-1, PARKING GARAGE," and dated April 19, 2011. Our comments pertain to the circulation node south of the Intermodal Center where two segments of the Village Street join with the road east of the parking garage. We feel that the proposed design would create an extremely congested and unsafe situation of conflicts between pedestrians and vehicles of all types including bicycles, in other words a potentially unsafe situation.

It is our belief that as years go by conditions at this highly congested node will worsen as the downtown is completed. It will be a situation that will be difficult and costly to correct after build-up. It should be addressed in detail now.

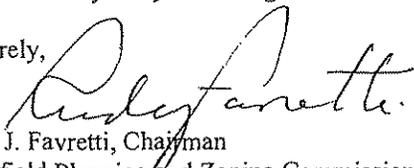
The list of possible unsafe conflicts is long and I am sure that you and the planners can identify what they are so I will mention just a few here. Crosswalks are shown on the referenced plan but they do not align or encompass the funnel shaped sidewalk that directs pedestrians crossing the south Village Street.

Another major point of conflict is where the angle-parked cars on the south Village Street will actually be backing onto a crosswalk at a point where cars will be entering this street from two directions, an extremely dangerous situation for both vehicles and pedestrians. Furthermore, the angle of the parking along the Village Street should be less sharp for quicker and easier maneuverability, and parking along the south Village Street should not begin so close to this congested node.

Also, the design has the bus parking areas extremely close to the proposed crosswalks and on a curve where three roads meet, another point of conflict. It is unfortunate that these pick-up/drop-off areas can not be on the east side of the parking garage, or at least placed in a safer location.

The list is long and we have highlighted only a few of the major issues. We hope that those involved in approving this plan will study this problem further and correct these points of conflict so that the town will not be woefully sorry when tragic accidents occur in years to come.

Sincerely,


Rudy J. Favretti, Chairman
Mansfield Planning and Zoning Commission

CC: Mansfield Downtown Partnership, Inc.
Mansfield Traffic Authority
Mansfield Town Council

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