



6:30pm: Per CGS §1-200(2) the Council will meet in the Town Manager's Office to discuss strategy and negotiations with respect to collective bargaining for units represented by IAFF.

**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, December 12, 2011
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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SPECIAL MEETING – MANSFIELD TOWN COUNCIL
November 28, 2011
DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 5:30 p.m. in the Council Chambers of the Audrey P. Beck Building.

I. ROLL CALL

Present: Keane, Kochenburger, Lindsey, Moran (arrived 5:55 p.m.), Paterson, Paulhus, Ryan, Shapiro

Excused: Schaefer

Also Present: Rick Lawrence of Lawrence Associates, Tom DeMauro, of Newfield Construction and Mansfield Financial Advisors Bill Lindsey, and Shuprotim Bhaumik

Mayor Paterson recognized and welcomed the members of the Board of Education.

II. WORK SESSION

School Building Project

Town Manager Matt Hart and Director of Finance Cherie Trahan recapped the school construction options, the current State reimbursement policy, timing, funding sources and possible next steps.

Members agreed to include information on Option A+ (instead of Option B) which would include the renovations found in Option A plus the media enhancements for the elementary schools and requested information on current critical needs in the existing schools between now and 2015/16. Council members also agreed to exclude Option D from the current discussions with the understanding that it may be revisited in the future.

A tour of the schools will be scheduled.

Superintendent Fred Baruzzi provided enrollment projections until 2021.

ADJOURNMENT

Ms. Moran moved and Mr. Kochenburger seconded to adjourn the meeting at 7:05 p.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

REGULAR MEETING – MANSFIELD TOWN COUNCIL
November 28, 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, Shapiro
Excused: Schaefer

II. APPROVAL OF MINUTES

Ms. Moran moved and Mr. Paulhus seconded to approve the minutes of the November 14, 2011 meeting. Ms. Lindsey asked that her remarks be moved to an earlier section of the minutes to reflect when they were made at the meeting. The motion, as amended, passed with all in favor, except Ms. Keane who abstained.

III. PUBLIC HEARING

1. Revisions to Ethics Ordinance
The Town Clerk read the Notice.

Mike Sikoski, Windham, stated the draft Ethics Ordinance is very different from the one offered by the Ethics Committee and reserved the rest of his time.

Betty Wassmundt, Old Turnpike Road, stated her objections to the draft Ethics Ordinance and requested an open forum. Statements attached.

Patricia Suprenant, Gurleyville Road, expressed her concerns with Section 25.7 of the proposed Ethics Ordinance. Statement attached.

Ric Hossack, Middle Turnpike, suggested the Council discard the draft Ethics Ordinance and begin again.

Carol Pellegrine, Clover Mill Road, offered a number of suggestions in regards to the proposed ordinance. Statement attached.

Arthur Smith, Mulberry Road, offered additional questions to be considered by the Council. Statement attached.

Tony Lent, Daleville Road, strongly recommended the Council schedule a public forum on the proposed Ethics Ordinance.

Alison Hilding, Southwood Road, requested a public forum and suggested the draft Ethics Ordinance be reviewed for clarity of language.

Larry Lombard, Pleasant Valley Road, stated that he believes enough issues have been raised to revisit the draft as currently presented.

Mike Sikoski, Windham, remarked that there was not any support for the draft Ethics Ordinance in the comments made. He asked the Council to review the Glastonbury Ethics Ordinance and to revisit some of the items in the original Ethics Board's draft.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Richard Pellegrine, Clover Mill Road, asked if the information regarding the investigation by a labor group of alleged Storrs Center workplace violations was known by some Town officials prior to the election.

November 28, 2011

Pat Suprenant, Gurleyville Road, questioned the language in the Town's Anti-Harassment Policy. Statement attached.

Alison Hilding, Southwood Road, asked who makes Town policy and questioned if activity can be legislated.

Betty Wassmundt, Old Turnpike Road, requested information regarding the use of consultants. Statement attached.

Ric Hossack, Middle Turnpike, supports freedom of speech and asked for an analysis of the time spent by the Town Attorney. He is in favor of reducing taxes.

Mike Sikoski, Windham, suggested the Town make information regarding a recent rash of burglaries available to the public.

V. REPORT OF TOWN MANAGER

In addition to his written report, Mr. Hart requested Council members review the information provided by the State Police and requested feedback on the information provided. Mr. Hart also reported on an accident at the Storrs Green job site and stated that a suspect in the recent rash of burglaries has been identified by the Police.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Ms. Keane moved to add Item 7a, Discussion of Town Council Office Hours, to the agenda. Seconded by Mr. Paulhus the motion passed unanimously.

Ms. Keane requested an update on the previous uses of the Eagleville Preserve and its current status as a water source. The Town Manager will provide an update.

Ms. Lindsey requested the print media, formerly provided in the packet, be sent electronically every two weeks. The Town Manager will provide the information.

Mr. Paulhus attended the Mansfield First Kickoff meeting and the Mansfield Community Center Annual Review.

Ms. Lindsey requested a Storrs Center Construction update be provided as part of the Manager's report. The Town Manager will provide this information.

Mr. Kochenburger suggested that information regarding crimes of regional impact be provided on the Towns' website. The Town Manager will review the options and report back to the Council.

VII. OLD BUSINESS

2. Revisions to Ethics Ordinance

Ms. Moran, Chair of the Personnel Committee, stated the State Ethics Model Code was used for the draft Ethic Ordinance currently being considered and that ornate detailed codes are not necessarily appropriate for small towns. The Ethics Board's draft Ordinance was reviewed by the Personnel Committee and many of the ideas have been incorporated in the current draft. Other provisions were discussed by the Committee and discarded. Ms. Moran suggested the definition of employee includes consultants who work for the Town.

Mr. Shapiro moved and Mr. Ryan seconded that the Town Council refer the proposed Ethics Ordinance (draft dated October 28, 2011) to the Personnel Committee for an opportunity to consider comments from this evening's public hearing. Motion passed unanimously.

3. Amendments to Town of Mansfield Personnel Rules

Council members discussed the Anti-Harassment Policy appended to the Personnel Rules. Ms. Keane moved to refer the draft Personnel Rules back to the Personnel

Committee for additional review and to table action on the amendments until the review is completed. Seconded by Mr. Paulhus the motion passed unanimously.

VIII. NEW BUSINESS

4. Town Attorney Retainer Agreement

Mr. Paulhus moved and Ms. Moran seconded to approve the following resolution:
RESOLVED: Pursuant to Section C305 of the Mansfield Charter, to appoint Attorneys O'Brien and Johnson as Town Attorney, for a term commencing on December 8, 2011 and ending on December 5, 2013, and to authorize the Town Manager to execute the proposed Retainer Agreement between the Town of Mansfield and Attorneys O'Brien and Johnson.

Motion passed unanimously.

5. MRRA, In-yard Single Family Collection Fee Increase

Ms. Moran moved and Mr. Paulhus seconded to recess as the Town Council and convene as the Mansfield Resource Recovery Authority. The motion passed unanimously.

Mr. Paulhus moved and Mr. Kochenburger seconded, to approve the In-yard Single Family collection Fees as recommended by the staff and the Solid Waste Advisory Committee, which fees shall be effective January 1, 2012 after publication in the January billing messages sent to all collection customers.

Motion passed unanimously.

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn as the Mansfield Resource Recovery Authority and reconvene as the Mansfield Town Council.

Motion passed unanimously.

6. Conn DOT Engineering Review Agreement – Storrs Road Improvement Project

Ms. Moran moved and Mr. Paulhus seconded to approve the following resolution:
RESOLVED, that Matthew W. Hart, Town Manager, is hereby authorized to sign the agreement entitled: "Agreement between the State of Connecticut and the Town of Mansfield for the Development of Contract Plans, Specifications and Estimates for Storrs Road Improvements utilizing Federal Funds under the High Priority Projects Program".

Motion passed unanimously.

7. Proclamation in Recognition of Storm Recovery Operations

Mr. Paulhus moved and Mr. Ryan seconded, effective November 28, 2011, to authorize the Mayor to issue the attached Proclamation in Recognition of Storm Recovery Operations.

Motion passed unanimously.

7a. Office Hours

Council members discussed the timing of office hours prior to the second Town Council meeting of each month. By consensus it was agreed that beginning January 12, 2012 Council members would hold office hours beginning at 7:00 p.m. Each political party will be responsible for providing one representative.

Ms. Moran moved and Mr. Paulhus seconded to add item 7b, Cancellation of the December 27, 2011 Meeting, to the agenda.

Motion passed unanimously.

7b. Cancellation of the December 27, 2011 Town Council Meeting

Ms. Keane moved and Mr. Paulhus seconded to cancel the December 27, 2011 meeting of the Town Council.

Motion passed unanimously.

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

X. REPORTS OF COUNCIL COMMITTEES

The Committee on Committees will meet on December 9, 2011 at 8:00 a.m.

Mr. Shapiro, past Chair of the Committee on Committees, moved the following recommendations:

Re-appointment of Kathleen Ward to the Housing Authority, term ending November 1, 2016,

Re-appointment of Jennifer Tanner and Jane Blanshard to the Advisory Committee on Persons with Disabilities, term ending June 30, 2014,

Appointment of Fred Goetz to the Advisory Committee on Persons with Disabilities, term ending June 30, 2014.

Motion to approve passed unanimously.

The Committee on Committees also enthusiastically supports the reactivation of the Economic Development Commission. The Town Manager is the appointing authority for the Commission but has offered to review his appointments with the Committee.

XI. PETITIONS, REQUEST AND COMMUNICATIONS

8. R. Nadeau re: Storrs Center

9. R. Simon re: Thank you

10.E. Vitullo re: Thank you

11. Communications Advisory Committee re: Annual Town Meeting

12.R. Miller re: PURA Docket Number 11-09-14

13. Press Release: Local First Mansfield

14. Invitation to President Herbst Reception

15. Interstate Reliability Project Open House

16 Metro Hartford Alliance re: Membership

17. AT&T re: Constituency Relations

18. Dave Dagon re: EMS call at MCC – Cardiac Arrest

XII. FUTURE AGENDAS

The Communications Advisory Committee's suggestions regarding the Annual Town Meeting will be an agenda item during the budget process.

XIII. ADJOURNMENT

Mr. Paulhus moved and Mr. Ryan seconded to adjourn the meeting at 9:58 p.m.

Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

November 28, 2011

To: Town Council
From: Betty Wassmundt

RE: Code of Ethics

Given but 5 minutes to speak I must just refer you to the lengthy document I emailed to you in which I outlined the many problems I find with the Code of Ethics you are presenting to the people. I suspect there may be other problems which my limited ability in the legal world does not allow me to recognize. For example, consider the definition of "Gift", "Anything of value, including etc". Mostly when I see this type of definition I see "including but not limited to" etc. Should but not limited to be in this definition? Is this a legal issue? Are there others?

Over two years ago I requested, and do so again, that this Council debate in open forum what your policy position is regarding a code of ethics for this town. From the code presented I must conclude that your policy is to allow town management to operate any way they want. I request that Council state clearly to the public what your position is.

Before you proceed further with this code, I request that you hold an open forum with the public so as to allow the public to present to you town situations which the public thinks may be unethical.

I re-iterate to you that this is a very bad code. I request that you:

1. Hold an open forum with the public; listen to the citizens.
2. Clearly state your policy position as to what this town's code of ethics should accomplish. Stop hiding behind "past practice" and union agreements.

If it is the case that, after debate, you want town management to be allowed to operate according to the code presented, there is nothing more to say.

If you want a code that that will provide the environment to encourage ethical behavior among the town's employees and its community leaders, please set up a committee of towns' people and let them write Mansfield's Code of Ethics, for your review, of course.

I offer to arrange for such a committee. I suggest this since I expect both you and the Ethics Board have spent enough time on this project. Let someone else do it.

November 27, 2011

To: Town Council
From: Betty Wassmundt

Re: Proposed Code of Ethics (henceforth referred to as "code")

Following are some reference websites which you should review before voting on this towns' "code". I make reference to these in my discussions. I will try to include the parts referred to so you don't have to look them up but most likely, I will miss some.

<http://www.cityethics.org/content/model-code-introduction>
<http://www.cityethics.org/content/full-text-model-ethics-code>
<http://www.cityethics.org/mc/gi/aspirational>
Town of Glastonbury Code of Ethics: <http://www.glasct.org/index.aspx?page=100>
University Code: <http://www.audit.uconn.edu/doc/codeofconduct.pdf>

My comments and questions about this "code": I request that you reply to my questions and that you provide the information I've requested.

The Model Code recommends Annual Financial Disclosure and Whistleblower protection. **Why are these not included in this "code"?** The Board of Ethics, in the changes they proposed to the existing code, included Financial Disclosure; from their discussions it seemed they felt quite strongly about including this. I was at the Personnel meeting when Greg Haddad and Peter Kochenburger discussed the Board of Ethics proposed code changes; the two of them dismissed Financial Disclosure because they did not want to do it. This "code" is supposed to give the public confidence in their government. **Why is Financial Disclosure not in this "code"?**

Whistleblower protection is very important. **Why do you not include it?**

The Model Code includes a provision for "Personal Benefit". There is reason to provide for benefit other than financial in Mansfield's "code". **Why is there no provision for this in Mansfield's "code"?**

The Model Code definition: "Personal benefit" includes benefits other than those that are directly financially advantageous. These include financial benefits* to relatives*, business associates, and others listed in 100(1), as well as non-financial benefits to these people and to oneself, including such things as reputation and the success of one's career. A "personal interest" means a relationship to something such that a personal benefit has been, will be, or might be obtained by certain action or inaction with respect to it. The Glastonbury Code provides for "Beneficial Interest". Definition: *Beneficial Interest* means any non-financial interest or special treatment that is not common to other citizens of the town. An individual's "beneficial interests" shall include the "beneficial interests" of all members of his/her family.

Comments on 25-4 Definitions:

GIFT

"Anything of value, including entertainment, food, beverage, travel and lodging given or paid to a public official or public employee, to the extent that a benefit of equal or greater value is not received."

1. This definition is inadequate.
2. Public Official is defined. Employee is defined. Public modifies Employee; please define Public Employee.
3. Include Immediate Family in the definition.
4. Eliminate: "to the extent... is not received." This opens the door to possible abuse.
5. With the presented definition, consider: The Town Manager's wife & guests are offered a weekend in Bermuda by a company looking to do business with the town. She pays \$300 for said trip and the company claims that to be the true value; she takes her family as her guests.

Is this a gift to the Town Manager?

Was a benefit of equal or greater value received by the company?

6. A better way is to use the definition that the Glastonbury Code does.

"Valuable Gift is a gift of more than fifty dollars (\$50.00) in value. A valuable gift includes, but is not limited to, entertainment, food, beverage, travel, and lodging to the extent that the gift value exceeds fifty dollars (\$50.00) for any one (1) occasion, and one hundred dollars (\$100.00) total in any one (1) year from the same person, as well as loans that are not commercially reasonable."

A gift does not include:

-
"A political contribution otherwise reported as required by law or a donation or payment as described or defined in subdivision (9) or (11) of subsection (b) of Conn. General Statutes section 9-601 a;"

1. Limit the amount of the contribution; a very large contribution can sway one's opinion.
2. Provide the section of the statutes referred to – remember this code is for the uninformed citizen/employee.

"Services provided by persons volunteering their time;"

1. Remove this exclusion from this "code".
2. I do not see this in The Model Code; I do see it in the Connecticut General Statutes (CGS) but not in this form.

CGS: (2) Services provided by persons volunteering their time, if provided to aid or promote the success or defeat of any political party, any candidate or candidates for public office or the position of convention delegate or town committee member or any referendum question;

3. Example: Consider that a local contractor looking to do business with the town volunteers his time to build a hot tub enclosure for say, Councilor Moran. **Is this acceptable?** According to this "code's" definition this is not a gift.

"A gift received from an individual's spouse, fiance or fiancee, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child;"

1. **Did anyone check to see if this is consistent with all other definitions in this "code"?**

"Goods or services which are provided to the municipality and facilitate governmental action or functions;"

1. **Why is this here? This "code" applies to individuals, not the municipality; or does it?**

"A rebate or discount on the price of anything of value made in the ordinary course of a business without regard to that person's status;"

1. Well, this is interesting, it allows for a lot of personal interpretation and ambiguity. Change it. Use the State Statute clause which follows:

CGS: (7) A rebate, discount or promotional item available to the general public;

2. With this clause in our "code", I immediately think: **what rebates can town management, council members, etc. get that I don't know of?** This "code" is supposed to give the public confidence in their government; this clause does not do so.

"A meal provided at an event and/or the registration or entrance fee or travel costs to attend such an event, in which the public employee or public official participates in his official capacity;"

1. This part needs some thought. I think the CGS statement is better.

CGS: (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;

"A meal provided in the home by an individual who resides in the municipality;"

1. **Why is this in here?** This, too, makes me wonder what is going on that I don't know about.
2. **What if this meal is in the home of an insurance agent who lives over the line in Coventry who just happens to want the town's business?**

Comments on 25-5 Board of Ethics

Refer: 25-5D: (See "code")

1. **What is meant by political committees?**
2. Please refer to The Glastonbury Code section 2-58(c). This section states in a very clear way a more comprehensive and well thought out set of qualifications; please use these.

Refer: 25-5E: At the bottom of the paragraph, read: "place a sign....or sticker;" surely that can be better stated.

Comments on 25-6 Organization & Procedure

Refer: 25-6D:

1. **What are the "existing rules and procedures of the Town of Mansfield" referred to here? They should be clearly stated.**

Comments on 25-7 Rules

Refer to Section 25-7B (1) line 2 Gifts: "which to their knowledge is interested" etc.

1. Well, that provides town management a lot of wiggle room.
2. Take "to their knowledge" out; remember, a code of ethics for a municipality is supposed to give the public confidence in their government.

Refer to Section 25-7B (2) Gifts: Simplify this to: If a prohibited gift is offered, the employee or official must refuse it.

Refer to section 25-7C (4) Conflict of Interest:

" a public employee or public official who is employed by the State of Connecticut may vote or otherwise participate in a matter if it involves the State of Connecticut and the interest is shared with a substantial segment of the population of the Town of Mansfield and also with a substantial portion of persons employed by the State of Connecticut outside of the department or unit in which the public employee or public official is employed."

1. There has got to be a problem when a group of State of Connecticut employees is voting to accept a "code" which excludes State of Connecticut employees from conflict of interest given certain conditions, when in most cases a majority of State of Connecticut employees will decide if the condition applies or not. **Don't you agree? It would appear that there is an inherent conflict of interest in voting on this.**

2. Much better to use what is in Glastonbury's Code:

Glastonbury: An official, employee or consultant does not have a significant financial interest or beneficial interest that is incompatible with the proper discharge of his/her official responsibilities in the public interest if the interest accrues to such individual as a member of a profession, occupation, or group to no greater extent than it accrues to any other member of the profession, occupation, or group with which he/she is affiliated as set forth in Connecticut General Statutes Section 7-148h(b).

Refer to section 25-7D Representing Private Interests: **Do I read this correctly that all of you and many others who receive no compensation for their services are exempt from this Rule?**

Refer to Section 25-7F Confidential Information: **This starts: "No public employee" etc, should that not be "no employee"? If not, why not?**

Refer to Section 25-7G Use of Town Property:

1. **Define the specific official Town policy or contracts referred to in this Rule.**
2. Remove the last sentence. In essence, this last sentence negates the rule.

Refer to section 25-7K Bribery:

1. **Does this belong here? Is Bribery an ethics issue or is it a crime?**

Refer to section 25-7 M Political Activity:

1. **In the 4th line down, clearly define "while on duty for the Town".**

Comments on 25-11 Severability etc:

Consider the final statement: "Furthermore, should any such provisions of this chapter conflict with any provisions of the Personnel Rules of the Town of Mansfield, the collective bargaining agreements of the Town of Mansfield or the Connecticut General Statutes, the relevant provisions of the Personnel Rules, collective bargaining agreements and/or the Connecticut General Statutes shall prevail".

1. Well, all I can say is that this clause really takes the cake. The Personnel Committee, the Town Attorney and town management have exceeded all my expectations. With this one little clause any good that may appear in this document is negated. Effectively you say to the public: be damned all you taxpayers; Mansfield management is going to do whatever it wants and we, the Council, should you vote "Yes" for this "code", condone it.

2. The Model Code clause on Severability follows.

"21 Severability.

If any provision of this Code is held by any court, or by any federal or state agency of competent jurisdiction, to be invalid as conflicting with any federal, state, or City Charter provision, or is held by such court or agency to be modified in order to conform to the requirements of such provision, the conflicting provision of this Code is to be considered a separate, independent part of this Code, and such holding shall not affect the validity or enforceability of this Code as a whole or any part other than the part declared to be invalid."

Final comments:

This "code" is so bad that I urge you to just dismiss it. The Glastonbury Code of Ethics is quite good. Perhaps it is possible to use that code with Glastonbury's permission.

Or, I believe that I could get a committee of well informed citizens who would work on a Code of Ethics and present it to you. This town has a lot of well informed citizens; you should take advantage of their expertise. Bet it could be done in a few weeks.

~~Better yet, a Board of Ethics is the perfect situation to "regionalize". I volunteer to do the work.~~

Ethics ordinance

Monday, November 28, 2011 10:08 AM

From: "Elizabeth Wassmundt" <etwno1@sbcglobal.net>
To: TownCouncil@mansfieldct.org

Dear Council Members;

I just forwarded to you an email I had sent just about 2 years ago regarding the Board of Ethics. I meant to put this note in it but forgot.

In my opinion, nothing has changed in the two years. Council still is remiss in doing it's job for the citizens who have elected you. You need to debate and take a position on what you want this town to have as a code of ethics before setting out to develop a "code". Do you want this code to give confidence to the public that their government is acting properly or do you want to validate whatever town management elects to do in "their" own interest.

Government is most interesting; you are in a position to never answer a question or take a position. No wonder so many people are disrespectful of their government from town up to federal.

Betty Wassmundt

Fw: To Committee on Committees re Board of Ethics

Monday, November 28, 2011 9:59 AM

From: "Elizabeth Wassmundt" <etwno1@sbcglobal.net>

To: TownCouncil@mansfieldct.org

-- On Sun, 11/1/09, Elizabeth Wassmundt <etwno1@sbcglobal.net> wrote:

From: Elizabeth Wassmundt <etwno1@sbcglobal.net>
Subject: To Committee on Committees re Board of Ethics
To: "Bruce Clouette" <clouette@charter.net>, "Leigh Duffy" <DuffyLA@mansfieldct.org>, "Meredith Lindsey" <merilindsey@snet.net>
Cc: "Bruce Clouette" <clouette@charter.net>, "Leigh Duffy" <DuffyLA@mansfieldct.org>, "Gene H Nesbitt" <Nesbittgh@mansfieldct.org>, "Greg Haddad Haddad" <haddadg@mansfieldct.org>, "Helen Koehn" <hkoehn@yahoo.com>, "Meredith Lindsey" <merilindsey@snet.net>, "Betsy Paterson" <patersone@mansfieldct.org>, "Christopher R. Paulhus" <paulhuscr@mansfieldct.org>, "Carl Schaefer" <carl.schaefer@uconn.edu>
Date: Sunday, November 1, 2009, 6:53 PM

November 1, 2009

To: The Town of Mansfield Committee on Committees

From: Elizabeth T. Wassmundt
54 Old Turnpike Road
Storrs, CT 06268

CC: Town of Mansfield Town Council

I am writing to request that you advise the Town Council to immediately rescind all appointments to the Ethics Board. This should be done without prejudice.

The people of this town deserve a capable, functional Board of Ethics. The Board of Ethics that we now have is not functional for many reasons. It is my goal in writing this letter to not criticize anyone nor to criticize the work this Board has done to date. It is my goal to point out what I think should have been done back in 2008 when this Board was re-activated. I hope you will remember that I have brought issues to the Council and these have been shown to be correct; for example the errors in the Landlord Registration and Housing Code and the issue of the handling of Matt's \$10,000 fringe benefit. I bring this up only to ask that you give credence to my comments and suggestions.

As a disclaimer, I tell you that I have no personal interest in submitting any ethics complaints. My only goal is to accomplish a Code of Ethics for the Town of Mansfield

that complies with current best ethical standards for municipalities. The people of the Town of Mansfield deserve this.

It is my belief that a town government is a public trust designed to conduct the business of the people. As such, it should be run as an efficient business with the interest of the public at the foreground.

It is my belief that the reason for a code of ethics for a municipality is to give the public confidence in the operation of their government and to provide guidance for town officials in the conduct of daily business. The reason to have a good code is not to punish people for wrong doing nor even to look for wrong doing. A good code of ethics should establish the culture by which the town operates.

This brings me back to 2008 when this "new" Board was reconvened. I have thought a lot about ethics over the years because of a previous business which I had owned. In 2008 I was aware that I knew very little about the Code in this town and that I had thought little about it. Now, it is my opinion that no one gave serious thought to the re-activation of the Board and to developing a new code for Mansfield. It is my opinion that this is the reason for the problems inherent in the current Board and the reason why this Board should be disbanded.

In early 2008, the Town of Mansfield Board of Ethics had not met for many years. In 2008 there was no one legitimately on this Board. During the 14 or so years since the first Board, the public interest in the need for a code of ethics for a municipality and the duty of a municipality to provide a robust code have all increased dramatically. The State of Connecticut now urges a uniform code for all towns. The reactivation of Mansfield's Board of Ethics in 2008 was the time for Council to look at the existing code, to look at recommended codes and to decide on policy as to a Town of Mansfield Code of Ethics. I don't fault the Council but this was not done; everyone just went blindly into reactivating the former Board without thought. It is understandable that this was done but the result is the current dysfunctional Board.

I urge the Committee on Committees to recommend that Council:

1. Rescind all appointments to the current Board of Ethics.
2. Decide policy as to the Town of Mansfield Code of Ethics.

I suggest the following which I have taken mostly from one of the references given below. **The Council recognizes that the current Code of Ethics is outdated and needs revision. The Council recognizes that the Board of Ethics is an important part of the Town of Mansfield government. The Town of Mansfield Code of Ethics is established to regulate official conduct in order to achieve the goals of assisting honest officers and employees in avoiding ethical missteps before they occur, and to inspire public confidence in government by encouraging high standards of conduct among municipal officers and employees. Ethics regulations are the rules of the road for official conduct.**

3. Provide guidelines for the Committee on Committees as to selection of candidates for our Board of Ethics.

Time is not of the essence. Look for the right mix of people to comprise the Board. Candidates must be electors of the town and no more than three members of any party may sit on the Board at one time.

I suggest the following conditions as goals for the selection of candidates.

Candidate must be an elector. Ideally the Board should have a mix of democratic, republican and unaffiliated voters. All other conditions in the current code must be met.

Candidate should not be a politically involved person.

Candidate should not be a member of any political town committee.

Candidates should not have any contractual business dealings with the town.

Limit the number of University of Connecticut employees on the Board.

The Board, ideally, should be composed of diverse members of the community.

Make it clear that, at this time, one of the jobs for this Board will be to develop a new Code of Ethics.

Direct the Committee on Committees to look for the proper candidate and to take the time to do that.

4. Provide precise direction to the newly appointed Board of Ethics.

I suggest the following.

This Board is expected to develop a new Code of Ethics adhering to the current best ethical practice for municipalities. Suggest that they consider the Model Code as presented by Cityethics.org and that they review codes recently developed by other towns such as Windham and Glastonbury.

Provide this Board with all documents which might influence the operation of their Board such as:

Copy of Existing Code of Ethics

Copy of all state statutes referred to in current Code.

Copy of all state statutes pertinent to a current municipal code of ethics.

Board of Ethics Complaint Procedure

Copy of the Freedom of Information Act, phone numbers to the FOI Commission, reference to FOI website.

Copy of town Code 192 and any other town codes which might apply to an ethics board.

Copy of all town policies.

Website references such as to Cityethics.org.

Website reference to Roberts Rules of Order.

5. Provide a small budget to this Board.

Legal advice may be necessary and, potentially, it is a conflict of interest for the Town Attorney to be involved. It is best to use an unaffiliated attorney.

Provide clerical help independent of town management. This would not be a lot of money.

6. Provide for some training to the members.

I suggest the following:

Perhaps provide for some Council member to discuss ethics with the newly formed Board.

Budget some money for a municipal attorney to provide training.

Make available all pertinent courses and seminars.

In conclusion, it is not important that we do not have a functioning Board of Ethics immediately. It is important that we establish a good board and a good code. Any citizen who has observed this current Board could not have confidence in its operation. This is not a criticism of the Board members but it is the case that serious problems have occurred within this Board and, **all** members of this Board have been improperly influenced by town management. In the interest of the public, this should be corrected.

It would not be fair to any of the current Board members to leave them in their positions. This Board should have all appointments rescinded immediately. It is best to start over. I urge the Committee on Committees to make this recommendation.

The town should be willing to spend some time and maybe a little money to get a good Code of Ethics. I will be happy to discuss my opinions with any one of you or with your Committee. My phone is 860-429-8300. Please read the reference material. Thank you.

Reference websites:

<http://www.nysba.org/AM/Template.cfm?Section=Home&TEMPLATE=/CM/ContentDisplay.cfm&CONTENTID=23667>

www.Cityethics.org (Look for the Model Code)

My second item concerns **Section 25.7 G of the Proposed Ethic's Code:**

"Use of Town Property. No public employee or public official shall request or permit the use of Town funds, services, Town owned vehicles, equipment, facilities, materials or property for personal use, except when such are available to the public generally or are provided by official Town policy or contract for the use of such public employee or public official. Enforcement of this provision shall be consistent with the Town's legal obligations."

Regarding the three exceptions:

1. First, "*except when such are available to the public generally*". Is there ever an occasion when I can use the Town's backhoe or vehicles? When are they available to the public, generally?
2. Second, "*or provided by official Town Policy*" is nested logic. It refers to another policy that is not specifically referenced. I thought this was the ethics policy. If not, where is this "official Town Policy"?
3. Third, "*contract for the use of such public employee or public official*". Aside from the fact that it makes no sense as written, it seems to imply that you can contract for an employee to do work or is it that an employee can borrow equipment? It is simply unclear.

In my opinion Section 25.7 G should be rewritten in easily understood terms that the town expressly prohibits the borrowing of its goods, services, equipment or vehicles. This paragraph is dense and purposefully vague and serves to protect the previous behavior of borrowing from the town.

Now, my third item is a request that you obtain legal counsel from an attorney specializing in tax law to determine if the Town of Mansfield's has a legal obligation to report all current and past uses of "borrow" town equipment, vehicles and services by employees under a "fringe benefit" of their employment, and as such subject to the rules under IRS Publication 525 of the Federal Tax Code. Also, all requests to borrow equipment, vehicles and services must be in writing for the purpose of tracking, utilization, and reporting of this employee fringe benefit to the IRS.

Finally, at the November 14, 2011 meeting Mr. Ryan reported a quarterly savings of approximately \$197,000 dollars. And mentioned the possibility of increasing health insurance benefits to town employees. May I suggest that the town council lower our tax burden rather than giving these funds away? Also, may I point out that this sum of money (\$197,000 dollars) represents hardly a windfall. A one-day stay in a Neonatal Intensive Care Unit is approximately \$12,000 per day per patient.

Sincerely,

Patricia A. Suprenant

To: Members of The Town council
From: Carol Pellegrine
November 28, 2011
RE: Ethics ordinance

I have a number of suggestions in regard to the proposed Ethics Ordinance. As a former member of the Charter Revision Commission, former teacher and current probate employee, I will say that I have found that there are times when it is impossible to anticipate all the "what ifs" in life and that we are better off not to try. I will admit that I did look at a neighboring town's Ethics Code and confirm that they have avoided the many pitfalls that I think we have fallen into.

Specifically in the Section 25-4 Definitions a Gift is defined as "anything of value" It then goes on to define what it is **not** and this is where things can get very muddy. The list can be endless. For example an "**honorary degree bestowed upon a public official...**" can certainly be considered to be a gift to anyone for performing a task. For a public official when would it **not** be a gift? As a matter of fact, this same item is excluded in 25-7 J. Meals, registration and travel costs to attend an event for a public official should be considered a gift unless it was paid for by the municipality or the individual. Since this list could go on forever, I suggest that the entire section of "A gift does not include:" be eliminated and only deal with what a gift includes "anything of value exceeding \$25 that could be reasonably expected to influence the action or judgment of the public official or public employee."

In this same section I find the definition of "**Public Official**" extremely muddled. May I suggest that instead of this run-on sentence, you include a list of Town agencies subject to the Code of Ethics and those not. If a new commission or board is created by the Council, one of the subjects to be considered at its creation would be to which list it belonged.

My next major concern is in Section 25-7 Rules.

Section B. Gift should only contain item (1) and (2). Item (2) should say only that if a prohibited gift is offered, the employee or public official shall refuse it and return it. There is no way that this "gift" should become a "gift" to the town!

Section C. Conflict of Interest should contain only items (1) and (2). Item (3) allows one to vote or otherwise participate in a matter if it involves "a determination of general policy and **the interest is shared with a substantial segment** of the population of the Town of Mansfield." This qualifying situation creates a very subjective criteria that absolutely undermines the conflict of interest. **Who and how will someone** have the ability and knowledge to determine if an action is **shared by a substantial segment of the town?** Item (4) does the same thing only this time it also includes public employees or public officials who are employed by the State of Connecticut as part of the same subjective criteria. **Who** determines "that general policy and interest is shared by a substantial segment of the population"? Items (3) and (4) need to be removed.

Section **D. Representing Private Interests** "Except for a public official who receives no compensation for their services to the Town other than per diem payments or reimbursement of expenses..." can these public officials be identified? What public officials receive any reimbursements? Do we consider that the Council receives reimbursement for their meals that are provided them prior or during their meetings? "No public employee or public official shall appear on behalf of private interests before any board, agency, commission or committee of the Town of Mansfield." Is Storrs Downtown a private interest? Can public officials appear before boards and commissions on behalf of Storrs Downtown?

Section G. **Use of Town Property** I would suggest this change in the statements: "No official or employee shall use, or permit the use of town property of any nature, including vehicles, supplies and real property, for the benefit of himself or herself, except when property is made available to the general public and then on terms and conditions not more favorable than those available to the general public."

Section K. **Bribery** I find this to be the same as B. **Gifts** except I like it better, except for the title. I would suggest it be dropped, but maybe move the definition to gifts.

Section 25-5 **Board of Ethics:**

- D. I suggest that the last statement be "Members of the Board of Ethics may serve **concurrently** on any Town advisory board, as described in 'Public Official'."
- E. This section has to do with the non-political activity of the Board of Ethics and I wonder how one can be prohibited from having a joint property owner place a political sign on their property.

I believe in brevity and simple statements when we are attempting to set down rules and standards. I believe this code has a good foundation but needs to be made more simple, with fewer "what ifs" and more consistency. I would suggest that those responsible for this task make certain they look at neighboring towns that have already spent the time and effort to create a polished product. As this stands presently, the Code of Ethics needs work and I would urge the Council to fix it before proceeding.

Carol Pellegrine

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November 28, 2011
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Arthur A. Smith
74 Mulberry Road
Mansfield Center, CT 06250

November 27, 2011

Mansfield Town Council
Audrey Beck Municipal Building
4 S. Eagleville Road
Mansfield, CT 06268

Re: Ethics Ordinance for the Town of Mansfield

Dear Town Council Members:

Much work has obviously gone into the worthwhile town initiative of drafting an Ethics Ordinance for the Town of Mansfield. Ms. Maria Capriola, Attorney Toni Moran and Attorney Dennis O'Brien should be commended for their drafting efforts. However, I have read the proposed Ethics Ordinance and have contrasted it with provisions offered at <http://www.cityethics.org/content/full-text-model-ethics-code> and now have a few questions that I would like to hear addressed, if possible.

Shouldn't the model ethics code specifically address the unique role of consultants? I do not see that their function is addressed in the proposed ordinance. Because they are neither employees nor officials it seems a serious omission. I have downloaded the discussion from the model code as follows:

Consultants are an in-between group. They're not officials or employees, nor are they people who do business with the city. They advise or sometimes act for the city, and have access to confidential information as well as special relations with city staff.

A consultant* may not represent a person or entity other than the city in any matter, transaction, action, or proceeding in which the consultant participated personally and substantially as a consultant to the city. Nor may a consultant represent a person or entity in any matter, transaction, action, or proceeding against the interest of the city.

Comment: Other rules that apply expressly to consultants are 100(8) (Confidential Information), 100(21) (Honesty in Application for Positions), and 101(2) (Transactional Disclosure). Also see the comments to 100(11), the revolving door provision.*

Many codes also include language such as: A consultant may not accept other employment that will either impair the consultant's independence of judgment with respect to the consultant's official duties for the city, or that will require or induce the consultant to disclose confidential information pursuant to subsection 8 of this section.

The same problem appears as in the comments to 100(1) above: how does one know or prove that employment will impair someone's judgment or induce someone to disclose confidential information? It is enough that consultants are prevented from representing parties against the city or in matters the city hired them to deal with, and that they be included in the confidential information provision, 100(8).

Also, shouldn't provisions be in place for when the Ethics Commission has failed to act in a timely manner that allows for Injunctive Relief? The model code provides the

following language that could be incorporated into the ordinance to address such a failure to act:

. Any resident, official, or employee of the city may initiate an action or special proceeding, as appropriate, in a court of appropriate jurisdiction for injunctive relief to enjoin any person or entity from violating this code or to compel any person or entity to comply with the provisions of this code. In lieu of, or in addition to, injunctive relief, the action or special proceeding, as appropriate, may seek a declaratory judgment.

2. No action or special proceeding may be prosecuted or maintained pursuant to subsection 1 of this section, unless (a) the plaintiff or petitioner has filed with the Ethics Commission a sworn complaint alleging the violation, (b) it is alleged in the complaint or petition filed with the court that at least six months have elapsed since the filing of the complaint with the Ethics Commission, and that the Ethics Commission has failed to issue a determination in the matter, and (c) the action or special proceeding is filed within ten months after the alleged violation occurred.

Comment: This section addresses the failure of the Ethics Commission to act on a matter before it. When the Ethics Commission does act within the period prescribed by subsection 2, the remedy of the aggrieved party (the complainant or the alleged violator) lies in a proceeding to review the commission's determination (see 216). If the Ethics Commission files a determination in the matter after the 109 suit has been filed, the matter should proceed as a review proceeding, provided that the plaintiff or petitioner is aggrieved by the Ethics Commission's determination.

Shouldn't there be expanded language addressing additional penalties for code violations to fully compensate the town for all costs associated with violations of the public trust? The model code offers the following:

1. Resignation, Compensatory Action, Apology.

Violation of any provision of this code should raise conscientious questions for the official or employee* concerned as to whether resignation, compensatory action, or a sincere apology is appropriate to promote the best interests of the city and to prevent the cost - in time, money, and emotion - of an investigation and hearings.

Comment: *An official should not compound ignoring a conflict of interest by again putting his or her personal interest ahead of the public interest by denying, obfuscating, or covering up what he or she knows to be true, or by, directly or indirectly, falsely accusing others of misconduct. An apology that includes sincere remorse and a willingness to make reasonable reparations restores respect and dignity, brings peace to personal and partisan rancor, assures the public that it is safe from further harm.*

2. Disciplinary Action.

Any person or entity that is found to have engaged in action or inaction that violates any provision of this code may be reprimanded, suspended, or removed by the Ethics Commission, or the Ethics Commission may seek or impose any of the sanctions or remedies listed below or in 215.

Comment: *Many cities do not choose to allow ethics commissions to suspend or remove officials and employees. This can be a special problem where the employee is covered by a collective bargaining agreement. Below is alternative language for such cities:*

Any person or entity that is found to have engaged in action or inaction that violates any provision of this code may be reprimanded by the Ethics Commission. If the Ethics Commission recommends that the violator be suspended or removed from office or employment, or be subject to any other sanction or remedy authorized by law or collective bargaining agreement not listed in this section or in 215, the legislative body must choose, in an open session held after applicable public notice, whether and to what extent to impose such sanctions.

Requiring the legislative body to make a determination on the ethics commission's recommendation is very important, because otherwise a council majority could prevent the matter from being debated (or they could dispose of it secretly in executive session).

An alternative approach is to make it more clear what sort of violation of this code can lead to suspension or removal, and to require a supermajority, as in the following language:

The Ethics Commission may suspend or remove a respondent from office, or employ other sanctions or remedies authorized by law or collective bargaining agreement not listed in this section or in 107. To

suspend or remove a respondent, the violation must have been committed either with (i) fraudulent intent to secure the unjust enrichment of the respondent or another person or (ii) malicious intent to inflict pecuniary or other substantial injury upon another person. A respondent can be suspended or removed only by the vote of four members of the Ethics Commission.

Two important limitations on an ethics commission suspending or removing employees must be taken into account: (i) union rules and procedures; and (ii) civil service rules and procedures. Since these vary greatly, each city must determine how to take these into consideration without undermining the Ethics Commission's enforcement powers, especially with respect to elected and appointed officials who are neither union members nor civil service employees (and most ethics proceedings involve such officials). Protection of union and civil service prerogatives can be used a way to take enforcement power out of the Ethics Commission's hands. Please share your experiences with union and civil service conflicts with ethics enforcement.

When politicians do give this power to an Ethics Commission, especially one not of their choice, it makes a strong commitment to a neutral, non-politicized ethical environment and sends a clear message to people in the city government and to those who work with it.

Please also share your experiences with ethics commissions that do have the power to suspend or remove employees, as well as with situations where this power is reserved to the legislative body or other individuals or bodies.

3. Civil Fine.

Any person or entity that violates any provision of this code may be subject to a civil fine of up to \$2,000 for each violation, payable to the city. A civil fine may be imposed in addition to any other penalty authorized by this code or by law, other than a civil forfeiture pursuant to subsection 5 of this section. However, a civil fine may not be imposed for a violation of 100(9) of this code.

4. Damages.

Any person or entity that violates any provision of this code is liable in damages to the city for any losses or increased costs incurred by the city as a result of the violation. Such damages may be imposed in addition to any other penalty authorized by this code or by law, other than a civil forfeiture pursuant to subsection 5 of this section. (emphasis, here, I have added)

5. Civil Forfeiture.

Any person or entity that intentionally or knowingly violates any provision of this code is subject to a civil forfeiture to the city of a sum equal to three times the value of any financial benefit* he, she, or it received as a result of the conduct that constituted the violation. A civil forfeiture may be imposed in addition to any other penalty authorized by this code or by law, other than a civil fine pursuant to subsection 3 or damages pursuant to subsection 4 of this section. Civil forfeiture is not available for a violation of 100(9) of this code.

Thank you for your consideration of my questions; if I have overlook where these provisions have already been addressed, please forgive my oversight.

Sincerely,

/s/ Arthur A. Smith

Arthur A. Smith

Patricia A. Suprenant

441 Gurleyville Road
Storrs, CT 06268

November 28, 2011

Town Council
Town of Mansfield

To Whom It May Concern:

I must be in a time machine. For, I feel myself transported back to the future. The Town Council is considering reinstating their very own version of the "The Alien and Sedition Acts".

Included in the November 28, 2011 Packet prepared for discussion at tonight's meeting is a memo from the Town Manager Matthew Hart (dated June 1, 2010) in which he defines "Harassment" as follows:

"The Town recognizes the right of citizens to criticize their government, but this must be done responsibly with civility and should never take the form, for example, of a defamatory statement or inflammatory criticism regarding a Town employee, especially in a public forum."

Wow! This is a bad idea that simply won't die!

While the sedition component of the Alien and Sedition Acts of 1798 was never challenged in a court of law, it ruled the day in the Court of History. In 1798 John Adams tried the very same thing. His intention at the time was to silence one man- James Thompson Callender- the Father of Investigative Journalism. In fact, Adams had Callender jailed for a period of time under the Act. In his old age and after much reflection, President John Adams (the old lawyer) regretted the Alien and Sedition Act. It blemished his reputation, his record and all of his good deeds accomplished over a lifetime. And, until a biographical rescue by David McCullough, Adams was effectively removed him from the Pantheon of American heroes.

Again, in 1918 the Sedition Act rose up only to be later struck down.

And now, in 2011 Mansfield has *its* own version for consideration at tonight's meeting as part of Exhibit A.

That you should even consider such language flies in the face of all the freedoms long fought for in this country, but in particular the one that we hold near and dear- freedom of speech, which is protected by the First Amendment to the Constitution!

Imagine for a moment, if we were prohibited from criticizing the President of the United States or his aides or other staff members or Congress in a public forum because it might be inflammatory?

November 28, 2011

To: Town Council
From: Betty Wassmundt

A few meetings ago I asked that this year's budget information include, for each department, the current expense for salaries and to show separately the cost of expected raises. I have another budget request.

At the last Finance Department meeting I was surprised to hear the Chair of the Finance Committee ask the Finance Director why she had predicted an increase in interest rates. I was astonished to hear her reply that she didn't know but that's what the consultant said.

My request is that this year's budget documents show the cost of all consultants for each department. You, the council, and the public should know how much of our tax dollar goes to pay consultants.

It seems to me that consultants run this town. I'm left wondering why we pay management personnel a wage such that they should be expected to have expertise and be able to do the job because the consultant does the job. Perhaps all we need are good technicians to follow the consultant's direction. You keep giving people raises but the consultant does the job. What do you hear from your management people but "The consultant said..."? Think about it. "The consultant said..." allows the town employee/town manager/even council to not accept any responsibility for their actions and decisions. This omnipresent but nebulous consultant is the one responsible. I think I said to you before that I've concluded that the form of government Mansfield has is not in the interest of the citizen.

~~Now, go back and ponder the exchange between the Chair of Finance and the Finance Director and recall the idiom about the blind leading the blind. Thank you for your time.~~

November 28, 2011,1

To: Town Council

Delivered by: Betty Wassmundt, prepared by my son who is better able to provide a brief explanation.

Re: Reasons why interest rates are likely to rise

1. Interest rates are at historically low levels. The 10-year treasury is now around 2.05%, the 30-year is around 3.01%. With inflation now running around 3.5% based on CPI numbers, real rates of return from an investment in 10-year or 30-year treasury bonds is negative – this is an unusual occurrence, and not likely to persist.

2. Similar to above, but inflation figures have been moving higher recently. Higher inflation generally leads to higher interest rates.

3. The ~~FED~~ ^{FEDERAL RESERVE} – through Quantitative Easing I, Quantitative Easing II, and Operation Twist – has purchased hundreds of billions of mortgage-backed securities, agency debt, and Treasury securities. This was designed to provide the markets with liquidity, and to push interest rates down. What do you think will happen when this manipulation by the FED comes to an end?

4. We have seen the devastation that can follow when the markets lose confidence in the debt securities of countries like Greece, or Portugal. With the Budget Super committee admitting defeat – what do you think would be the consequences of China and/or Japan losing confidence in our debt and not buying our Treasury securities? Think it can't happen, just look at Germany's failed bond auction last week, and Germany has been viewed as a safe haven in the broader Euro market. And remember, S&P has already cut its ratings on our debt (to AA+ from AAA) based on their pessimism about policy makers ability to address our long term fiscal issues.

5. Our deficits – and hence our national debt – are still growing by a huge amount, and this is not sustainable. But as long as it continues, the Treasury will need to borrow more to support it.

So I guess to summarize the points – Historically low rates, rising inflation, FED manipulation, lack of confidence, and increasing supply seem guaranteed to push interest rates up.

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Sergeant Richard Cournoyer, Resident Trooper Supervisor
Date: December 12, 2011
Re: Community/Campus Relations

Subject Matter/Background

Sergeant Richard Cournoyer will attend Monday's meeting to review the enforcement of town ordinances this past semester and to address any questions that the Council may have regarding the police activity reports that I presented at the last meeting.

Attachments

- 1) R. Cournoyer re: Fall Season – August 2011-November 1, 2011
- 2) Police Activity Reports (Violation Collections, Activity Summary)

Fall season August 2011- November 1, 2011:

1. The Mansfield Resident Trooper's Office coupled with the Town of Mansfield, University of Connecticut and the Landlords of off campus students teamed up to devise strategies that would improve upon past experiences as it pertains to college students behaviors in the town of Mansfield.
 - More proactive approach and stronger cooperation with the Mansfield Campus Community Partnership.
 - The adoption of the Nuisance Ordinance: \$ 250.00 fine
 - Strict enforcement for underage drinking ordinance.
 - Strict compliance to the open container ordinance.
 - Strict enforcement of all motor vehicle laws

This approach began immediately upon my arrival into town on August 22, 2011. I met with and formed a strong working relationship with Jim Hintz and his office. We went door to door educating the students and setting expectations for the fall semester. This education included but was not limited to: Introducing myself along with Jim and his staff, underage drinking, open container laws, the new nuisance ordinance, hosting parties, on and off campus code of conduct policy and just overall expectations of behaviors.

2. I was then introduced to the landlords of all the major off campus complexes that UCONN students reside.
 - We discussed their current plans for security. This yielded many new and great ideas that the landlords shared and copied from each other.
 - We discussed upcoming events (i.e. Halloween) this dialogue became instrumental in everyone mirroring their policies. This showed the students that the Town and its property owners/managers were no longer going to except unfavorable behaviors and that the University and the State Police were on board.
-
3. Our efforts were now in place and in full swing. This drew the attention of the students, not all of which was positive. The students began their efforts of out smarting the police. The parties shifted from venue to venue, but we never waivered and the team effort kept up with the college students.
 - The students received citations
 - The University received the information
 - The students received the information that the University received the information
 - The students changed!

It was this cycle that I feel changed the relationship between the students and the police. They now understood wherever they go we go, whatever they do we tell on them. Open conversations ensued with the students and we had the beginning process of maturity and respect. The students began asking what if? What if in law enforcement is how we train and when a new officer looks at a situation and asks what if? You know he/she is maturing and gaining the knowledge necessary to succeed. The students were beginning this process and I knew at that point I needed to step back from all out war and listen to the peace treaty they were suggesting. **We won a small battle, but it felt really good.** I would bet that if the affected students were asked they say undoubtedly life became much better when they started to ask what if! The openness continued right to the end of fall and most importantly we went without any major incidents.

Traditional party spots:

- **Carriage House:** We saw a major decline in crowds from week # 1 in August to the final weeks in October. This is where the bulk of the early problems occurred. We had large parties, out of control crowds and multiple run-ins with the Police. The troopers from my office and I worked feverishly to enforce the town and state laws. We set a tone early and re-stated our position every chance we had. The culture changed gradually, but a culture change was in the air. The Carriage House area will be an ongoing process and its progress will be monitored closely.
- **Frat Houses:** We spent time at several frat houses. With the cooperation of UCONN and Frat House Presidents we were able to control most activities.
- **Houses along Hunting Lodge Rd:** We had our traditional addresses and we had some new houses that came on the radar, We were successful in getting our message across, but it took time effort and lots of communication.
- **Houses along North Eagleville Rd:** We had multiple offenses in this area; however we did gain compliance by season's end. We will spend extra time here in the spring.
- **Birch Rd:** we had two specific locations and we were again successful at limiting the large party gatherings. These locations required extra attention.
- **Hunting Lodge:** One weekend of trouble, management stepped in trouble went away.

The future of the fall and spring weekends: It is my belief that we have a collaborative effort in place that has the student's attention, but even further I believe that we have their respect. Jim Hintz's staff and troopers from our office are planning an enhanced plan and effort for the spring.

In summary: We're dealing with 17 to 25 year olds. They're not emotionally mature, the brain hasn't fully developed. To that end, I am adamant that our police department should do more preventative education and program development around drinking, drug use, hazing and sexual assault. It is further of my opinion that when a police force is tied to a campus, they're expected to be more proactive and more involved in the community.

In closing: We as a united team have begun a culture change in and around the town of Mansfield. I am not of some delusion that the problem has gone away or that the gains that we've made have ended all undesirable behavior. I am however very encouraged that we are making a difference. I also believe that with this team effort we will some day end most of the undesirable behavior.

Attachments: I have printed out the activity sheets for this fall.

Nuisance Ordinance Violations

TICKET	Badge	LOCATION	VIOLATION	DATE	AMOUNT	DUE	PAID	NOTES	HEARING
1789	499	CHD	NUISANCE	9/3/2011	\$ 250	9/13/2011			9/21/2011
2286	904	160 Birch Road	Nuisance	9/24/2011	\$ 250	10/4/2011			
2287	904	160 Birch Road	Nuisance	9/24/2011	\$ 250	10/4/2011			
1095	499	197 North Eagleville Rd	Nuisance	9/30/2011	\$ 250	10/30/2011			
1930	741	Carriage House Drive	Nuisance	10/1/2011	\$ 250	11/1/2011			
2187	741	81 Hunting Lodge Rd	Nuisance	10/1/2011	\$ 250	11/1/2011	\$ 125	cash on 11/22/2011-will pay balance soon	
2188	741	81 Hunting Lodge Rd	Nuisance	10/1/2011	\$ 250	11/1/2011	\$ 115	cash on 11/22/2011-will pay balance soon	
2491	741	109 Hunting Lodge Rd	Nuisance	10/1/2011	\$ 250	11/1/2011			
2492	741	109 Hunting Lodge Rd	Nuisance	10/1/2011	\$ 250	11/1/2011	\$ 250	ck to collector on 11/11/2011	10/19/2011
2493	741	109 Hunting Lodge Rd	Nuisance	10/1/2011	\$ 250	11/1/2011			
2494	741	109 Hunting Lodge Rd	Nuisance	10/1/2011	\$ 250	11/1/2011			
2495	741	81 Hunting Lodge Rd	Nuisance	10/1/2011	\$ 250	11/1/2011	\$ 125	on 11/22/2011-will pay balance soon	
2295	943	1096 Storrs Rd	Nuisance	10/2/2011	\$ 250	10/12/2011	\$ 250	10/24/2011-check written covered 2099, 2102, 2100, 2101 and 2295 and came from Fraternity, not the individuals fined.	
2481	741	81 Hunting Lodge Rd	Nuisance	10/3/2011	\$ 250	11/3/2011	\$ 250	cash 11/22/2011	
2095	499	7C Carriage House Dr	Nuisance	10/7/2011	\$ 250	11/7/2011	\$ 250	ck 112 11/8/11	10/26/2011
2152	499	7C Carriage House	Nuisance	10/7/2011	\$ 250	11/7/2011			
1833	168	7C Carriage House	Nuisance	10/8/2011	\$ 250	11/8/2011			
1834	168	7C Carriage House	Nuisance	10/8/2011	\$ 250	11/8/2011			
2099	904	1096 Storrs Rd	Nuisance	10/9/2011	\$ 250	11/9/2011	\$ 250	10/24/2011-check written covered 2099, 2102, 2100, 2101 and 2295 and came from Fraternity, not the individuals fined.	
2100	904	1096 Storrs Rd	Nuisance	10/9/2011	\$ 250	11/9/2011	\$ 250	10/24/2011-check written covered 2099, 2102, 2100, 2101 and 2295 and came from Fraternity, not the individuals fined.	

Nuisance Ordinance Violations

2101	879	1096 Storrs Rd	Nuisance	10/9/2011	\$ 250	11/9/2011	\$ 250	10/24/2011-check written covered 2099, 2102, 2100, 2101 and 2295 and came from Fraternity, not the individuals fined.
2102	879	1096 Storrs Rd	Nuisance	10/9/2011	\$ 250	11/9/2011	\$ 250	10/24/2011-check written covered 2099, 2102, 2100, 2101 and 2295 and came from Fraternity, not the individuals fined.
2054	524	CHD/Hunting Lodge Rd	Nuisance	10/15/2011	\$ 250	10/25/2011		
2646	879	447 Middle Tpk	Nuisance	10/16/2011	\$ 250	11/16/2011		
1677	879	22 Hunting Lodge Rd	Nuisance	10/21/2011	\$ 250	11/21/2011		
2074	943	328 Foster Drive #C	Nuisance	10/21/2011	\$ 250	11/21/2011		
2080	499	204 N. Eagleville Road	Nuisance	10/21/2011	\$ 250	11/21/2011		
2647	879	22 Hunting Lodge Rd	Nuisance	10/21/2011	\$ 250	11/21/2011		
2648	879	22 Hunting Lodge Rd	Nuisance	10/21/2011	\$ 250	11/21/2011		
TOTALS					\$ 7,250		\$ 2,365	

Possession of Alcohol By a Minor Ordinance
Violations

<u>TICKET</u>	<u>Badge</u>	<u>LOCATION</u>	<u>VIOLATION</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DUE</u>	<u>PAID</u>	<u>NOTES</u>	<u>HEARING</u>
2385	1040	Rt. 195/Timber Drive	POABM	8/14/2011	\$ 90	8/24/2011	\$ 90	ck #134 8/17/2011	n/a
2386	1040	Rt. 195/Timber Drive	POABM	8/14/2011	\$ 90	8/24/2011	\$ 90	ck #101 8/23/2011	n/a
1888	476	Hunting Lodge @ CHD	POABM	8/26/2011	\$ 90	9/6/2011			
1889	476	Hunting Lodge @ CHD	POABM	8/26/2011	\$ 90	9/6/2011			
1680	879	Hunting Lodge Rd	POABM	9/2/2011	\$ 90	9/12/2011	\$ 90	9/12/2011 per C.O.R.	n/a
2160	879	Hunting Lodge Rd	POABM	9/3/2011	\$ 90	9/13/2011			
2161	879	Hunting Lodge Rd	POABM	9/3/2011	\$ 90	9/13/2011	\$ 90	m/o 9/12/2011	n/a
2283	904	Rt. 195/N. Eagleville	POABM	9/4/2011	\$ 90	9/14/2011	\$ 90	9/12/2011 per COR	n/a
2284	904	Rt. 195/N. Eagleville	POABM	9/4/2011	\$ 90	9/14/2011	\$ 90	ck# 4947	n/a
2316	741	Hunting Lodge Rd	POABM	9/9/2011	\$ 90	9/19/2011	\$ 90	cash 10/6/2011	
2643	879	Hunting Lodge Rd	POABM	9/17/2011	\$ 90	9/27/2011	\$ 90	ck #101 11/8/11	n/a
2504	918	Carriage House Dr	POABM	9/19/2011	\$ 90	9/19/2011			
1835	499	Carriage House Drive	POABM	9/24/2011	\$ 90	10/4/2011			
1927	741	Carriage House Drive	POABM	9/24/2011	\$ 90	10/4/2011			
2198	741	Carriage House Drive	POABM	9/25/2011	\$ 90	10/5/2011			
2055	879	Carriage House Drive	POABM	10/23/2011	\$ 90	11/3/2011			
TOTALS					\$ 1,440		\$ 720		

Open Container Ordinance Violations

<u>TICKET</u>	<u>Badge</u>	<u>LOCATION</u>	<u>VIOLATION</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DUE</u>	<u>PAID</u>	<u>NOTES</u>	<u>HEARING</u>
1792	476	Hunting Lodge/CHD	open ctr	8/20/2011	\$ 90	8/30/2011			
1890	476	Hunting Lodge/CHD	open ctr	8/26/2011	\$ 90	9/6/2011	\$ 90	8/29/2011 ck #101	n/a
1891	1891	Hunting Lodge/CHD	open ctr	8/26/2011	\$ 90	9/6/2011	\$ 90	9/8/2011 ck #1897	n/a
1891	1188	Hunting Lodge @ CHD	open ctr	8/26/2011	\$ 90	9/6/2011			
1788	499	Hunting Lodge @ CHD	open ctr	9/2/2011	\$ 90	9/12/2011	\$ 90	per report of collections by collector of revenue	n/a
1788	499	Hunting Lodge @ CHD	open ctr	9/2/2011	\$ 90	9/12/2011			
1925	741	Carriage House Drive	open ctr	9/3/2011	\$ 90	9/13/2011	\$ 90	m/o 9/8/2011	n/a
2165	741	CHD	open ctr	9/3/2011	\$ 90	9/13/2011			9/21/2011
2166	741	CHD	open ctr	9/3/2011	\$ 90	9/13/2011			9/21/2011
2168	879	Hunting Lodge Rd	open ctr	9/3/2011	\$ 90	9/13/2011	\$ 90	ck #102 9/14/2011	n/a
2170	741	CHD	open ctr	9/3/2011	\$ 90	9/13/2011	\$ 90	m/o 9/12/2011	n/a
2501	918	Carriage House Dr	open ctr	9/3/2011	\$ 90	9/13/2011	\$ 90	ck #139 9/8/2011	n/a
2502	918	Carriage House Dr	open ctr	9/3/2011	\$ 90	9/13/2011			
2167	741	CHD	open ctr	9/5/2011	\$ 90	9/15/2011	\$ 90	m/o 9/8/2011	n/a
2503	918	Carriage House Dr	open ctr	9/9/2011	\$ 90	9/19/2011			
2506	918	Carriage House Dr	open ctr	9/9/2011	\$ 90	9/19/2011			
2162	879	Merrow Meadow Park	open ctr	9/14/2011	\$ 90	9/24/2011			
2163	879	Merrow Meadow Park	open ctr	9/14/2011	\$ 90	9/24/2011			10/5/2011
1926	741	Carriage House Drive	open ctr	9/16/2011	\$ 90	9/26/2011			
2159	879	Hunting Lodge Rd	open ctr	9/17/2011	\$ 90	9/27/2011	\$ 90	ck #188	n/a
2431	882	Carriage House Dr	open ctr	9/17/2011	\$ 90	9/27/2011			
2432	882	Carriage House Dr	open ctr	9/17/2011	\$ 90	9/27/2011			
2642	168	Carriage House Dr	open ctr	9/17/2011	\$ 90	9/27/2011	\$ 90	ck #101 9/27/2011	n/a
2199	741	Carriage House Drive	open ctr	9/23/2011	\$ 90	10/3/2011			
1112	918	Carriage House Drive	open ctr	9/24/2011	\$ 90	10/4/2011	\$ 90	ck #127 9/27/2011	n/a
2290	904	Hunting Lodge @ Zygmunt Dr.	open ctr	9/24/2011	\$ 90	10/4/2011			
1931	412	Carriage House Drive	open ctr	10/14/2011	\$ 90	10/24/2011			
1795	476	Hunting Lodge @ CHD	open ctr	10/15/2011	\$ 90	10/25/2011			
2053	524	CHD/Hunting Lodge Rd	open ctr	10/15/2011	\$ 90	10/25/2011	\$ 90	10/25/2011 to Collector	
2285	168	Carriage House Dr.	open ctr	9/10/2011	\$ 90	9/20/2011			
2103	904	Carriage House	open ctr	10/15/2011	\$ 90	10/25/2011			
TOTALS					\$ 2,790		\$ 1,080		

Open Container Ordinance and Possession of Alcohol By a Minor Ordinance
Violations

<u>TICKET</u>	<u>Badge</u>	<u>LOCATION</u>	<u>VIOLATION</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DUE</u>	<u>PAID</u>	<u>NOTES</u>	<u>HEARING</u>
2387	1040	Hunting Lodge/CHD	open ctr, POABM	9/24/2011	\$ 180	10/4/2011			
2281	904	Hunting Lodge/CHD	open ctr/POABM	8/26/2011	\$ 180	9/6/2011			
2282	904	#135 N. Eagleville Rd	open ctr/POABM	9/3/2011	\$ 180	9/13/2011	\$ 180	cash 9/12/2011	n/a
2505	1188	Carriage House @ HL Rd	open ctr/POABM	9/10/2011	\$ 180	9/20/2011			9/28/2011
1097	943	Hunting Lodge @ Rt. 44	open ctr/POABM	9/17/2011	\$ 180	9/27/2011			
2164	879	CHD	open ctr/POABM	9/17/2011	\$ 180	9/27/2011			
1096	943	Hunting Lodge @ CHD	open ctr/POABM	9/18/2011	\$ 180	9/28/2011	\$ 180	ck #107 9/26/2011	n/a
1099	943	Hunting Lodge @ CDH	open ctr/POABM	9/23/2011	\$ 180	10/3/2011	\$ 180	to COR on 9/29/2011	n/a
2098	943	Hunting Lodge @ CHD	open ctr/POABM	10/7/2011	\$ 250	10/17/2011			
1793	168	Carriage House entrance	open ctr/POABM	10/14/2011	\$ 180	10/24/2011	\$ 180	m/o 10/26/2011	n/a
1933	168	Carriage House entrance	open ctr/POABM	10/14/2011	\$ 180	10/24/2011			
2061	989	Carriage House Dr.	open ctr/POABM	10/16/2011	\$ 180	10/26/2011			
2056	168	Carriage House Drive	open ctr/POABM	10/28/2011	\$ 180	11/8/2011	\$ 180	11/4/11 ck #2113	n/a
TOTALS					\$ 2,410		\$ 900		

Parking Ordinance Violations

<u>TICKET</u>	<u>Badge</u>	<u>LOCATION</u>	<u>VIOLATION</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DUE</u>	<u>PAID</u>	<u>NOTES</u>	<u>HEARING</u>
2514	168	109 Hunting Lodge Rd	parking vio	9/9/2011	\$ 90	9/19/2011			
2515	168	97 Hunting Lodge Rd	parking vio	9/9/2011	\$ 90	9/19/2011			
2307	741	109 Hunting Lodge Rd	parking violation	9/9/2011	\$ 90	9/19/2011			
2308	741	109 Hunting Lodge Rd	parking violation	9/9/2011	\$ 90	9/19/2011			
2309	741	105 Hunting Lodge Rd	parking violation	9/9/2011	\$ 90	9/19/2011			
2310	741	97 Hunting Lodge Rd	parking violation	9/9/2011	\$ 90	9/19/2011			
2311	741	97 Hunting Lodge Rd	parking violation	9/9/2011	\$ 90	9/19/2011			
TOTALS					\$ 630		\$		

Violation Collections
August 2011 - October 2011

	<u>Violation</u>	<u>Paid</u>
Nuisance	\$ 7,250	\$ 2,365
Open Container	\$ 2,790	\$ 1,080
Open Container/Possession of Alcohol By a Minor	\$ 2,410	\$ 900
Parking Violation	\$ 630	\$ -
Possession of Alcohol By a Minor	\$ 1,440	\$ 720
TOTALS	\$ 14,520	\$ 5,065

1. ACCNOINJ= ACCIDENT WITH NO INJURY
2. AAWINJY= ACCIDENT WITH INJURY
3. ADMINSER= ADMINISTRATIVE SERVICES
4. ALARMS= ALARMS
5. ASAGENCY= ASSIST OTHER AGENCY
6. ASCITIZE= ASSIST CITIZEN
7. ASSAULT= ASSAULT OF ANY NATURE
8. CRIMNMSF= CRIMINAL MISCHIEF
9. DISTURBA= DISTURBANCE (example: LOUD MUSIC)
10. DWI= DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS
11. FIRES= FIRES
12. FM= FIRE MARSHAL
13. K9 ARSON= CANINE PATROL SPECIALIZED UNIT ARSON DOG
14. K9PATROL= CANINE PATROL GERMAN SHEPARD
15. LARCENY= LARCENY
16. MEDICAL= MEDICAL ASSIST FIRE DEPARTMENT/AMBULANCE
17. PATCHECK= PATROL CHECK (example: E.O.Smith High School)
18. SUSINCDT= SUSPICIOUS INCIDENT (example: Person walking down road late at night)
19. TRAFSERV= TRAFFIC SERVICES (example: Broken down motor vehicle)
20. TS= TRAFFIC STOP
21. UNTDEATH= UNTIMELY DEATH
22. AMINOTH= ADMINISTRATIVE OTHER
23. CAR/DEER= CAR VS. DEER MOTOR VEHICLE ACCIDENT
24. DARE= DARE CLASS
25. EMCOMMIT= EMERGENCY COMMITAL
26. PATCOM= PATROL COMMERCIAL PROPERTY
27. PATRES= PATROL RESIDENCE
28. PATROAD= PATROL TOWN ROAD
29. PATSTATE= PATROL STATE ROAD
30. SPERSON= SUSPICIOUS PERSON
31. SVEHICLE= SUSPICIOUS VEHICLE
32. 14-DMV= DISABLED MOTOR VEHICLE
33. AMVHAZ= ABANDONED MOTOR VEHICLE HAZARDOUS LOCATION
34. AMVTAG= ABANDONED MOTOR VEHICLE TAGGED (24 HOUR REMOVAL TIME FRAME)
35. AMVTOW=ABANDONED MOTOR VEHICLE TOWED
36. DEBRIS= DEBRIS
37. INFRAC= INFRACTION TICKET PAYABLE BY MAIL
38. MISUSE= MISUSE OF PLATES ON A VEHICLE
39. NOACT= NO ACTION
40. SUSP= SUSPENDED LICENSE
41. TSMISDOR= TRAFFIC STOP MISDEMEANOR COURT APPEARANCE REQUIRED
42. TSWARN= TRAFFIC STOP WARNING

Activity Summary

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Activity Summary



Start Date (MM/DD/YYYY)

End Date (MM/DD/YYYY)

10/1/2011

00:00

10/31/2011

23:59

Mansfield

- OR -

Badge numbers separated by commas (####,####,####)

Summary Report

<u>Statistic</u>	<u>Total</u>
Total Calls for Service	<u>920</u>
Total Accidents With Report	<u>35</u>
Total Accidents Without Report	<u>2</u>
Total Fatal Accidents	<u>0</u>
Total Fatalities	<u>0</u>
Total Serious Injury Accidents	<u>0</u>
Total Minor Injury Accidents	<u>2</u>
Total Noninjury Accidents	<u>31</u>
Total Accident Dwis	<u>3</u>
Total Onsite Dwis	<u>11</u>
Total Dwis	<u>14</u>
Total Other Reportables	<u>39</u>
Total Nonreportables	<u>540</u>
Total Motorist Assists	<u>29</u>
Total Citations Primary Charge	<u>189</u>
Total Citations All Charges	<u>189</u>
Total Warnings Primary Charge	<u>107</u>
Total Warnings All Charges	<u>123</u>
Total Seatbelt Citations Primary Charge	<u>7</u>
Total Seatbelt Citations All Charges	<u>15</u>
Total Seatbelt Citations All Charges	<u>6</u>
Total Seatbelt Warnings All Charges	<u>15</u>

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Call for Service



Start Date (MM/DD/YYYY)
10/1/2011 00:00

End Date (MM/DD/YYYY)
10/31/2011 23:59

Mansfield

- OR -

Badge numbers separated by commas (####,####,####)

<u>Act Call Type</u>	<u>Act Sub Type</u>	<u>Description</u>	<u>Total</u>
ACCNOINJ		NO REPORT	2
ACCNOINJ		REPORT WRITTEN	29
ACCWINJY		REPORT WRITTEN	2
ACCWINJY	MINOR	REPORT WRITTEN	4
ADMINSER		NO REPORT	17
ADMINSER	ADMINOTH	NO REPORT	18
ADMINSER	CAR/DEER	NO REPORT	6
ADMINSER	DARE	NO REPORT	1
ADMINSER	ERRAND	NO REPORT	1
ADMINSER	F/POTHER	NO REPORT	1
ALARMS		NO REPORT	53
ASAGENCY		NO REPORT	8
ASAGENCY		REPORT WRITTEN	1
ASAGENCY	LOCAL	NO REPORT	2
ASAGENCY	LOCAL	REPORT WRITTEN	1
ASAGENCY	STATE	NO REPORT	8
ASCITIZE		NO REPORT	29
ASCITIZE		REPORT WRITTEN	4
ASCITIZE	CARSEAT	NO REPORT	1
ASCITIZE	COMMCT	NO REPORT	9
ASCITIZE	OTHER	NO REPORT	29
ASSAULT		REPORT WRITTEN	2
CRIMNMSF		REPORT WRITTEN	3
DISTURBA		NO REPORT	9
DISTURBA		REPORT WRITTEN	2
DISTURBA	CIVIL	NO REPORT	10
DISTURBA	CIVIL	TS ALL OTHER (PROFILING REQ)	2
DWI	ACCNOINJ	REPORT WRITTEN	3

Call for Service

DWI	ONSIGHT	REPORT WRITTEN	11
FIRES		NO REPORT	1
FM		NO REPORT	1
K9ARSON		NO REPORT	1
K9PATROL		NO REPORT	1
K9PATROL	AREA	NO REPORT	1
K9PATROL	BUILDING	NO REPORT	1
K9PATROL	EVIDENCE	NO REPORT	1
LARCENY		REPORT WRITTEN	12
MEDICAL		NO REPORT	10
MEDICAL	EMCOMMIT	REPORT WRITTEN	2
MEDICAL	MEDBASIC	NO REPORT	5
MEDICAL	MEDOTHER	NO REPORT	2
PATCHECK		NO REPORT	45
PATCHECK	ATL	NO REPORT	3
PATCHECK	HISECRTY	NO REPORT	4
PATCHECK	PATCOM	NO REPORT	33
PATCHECK	PATRES	NO REPORT	33
PATCHECK	PATRES	TS ALL OTHER (PROFILING REQ)	1
PATCHECK	PATROAD	NO REPORT	91
PATCHECK	PATSTATE	NO REPORT	19
SS		TS ALL OTHER (PROFILING REQ)	1
SUSINCDT		NO REPORT	8
SUSINCDT		REPORT WRITTEN	8
SUSINCDT	911	NO REPORT	5
SUSINCDT	SPERSON	NO REPORT	5
SUSINCDT	SVEHICLE	NO REPORT	3
SUSINCDT	THREATS	NO REPORT	2
SUSINCDT	THREATS	REPORT WRITTEN	1
TRAFSERV		NO REPORT	14
TRAFSERV		REPORT WRITTEN	2
TRAFSERV	14-DMV	NO REPORT	29
TRAFSERV	AMVHAZ	ABANDONED MV TOWED	1
TRAFSERV	AMVTAG	NO REPORT	1
TRAFSERV	AMVTOW	ABANDONED MV TOWED	1
TRAFSERV	DEBRIS	NO REPORT	11
TS		NO REPORT	3
TS		TS ALL OTHER (PROFILING REQ)	25
TS	INFRAC	NO REPORT	1
TS	INFRAC	TS ALL OTHER (PROFILING REQ)	192
TS	MISUSE	TS ALL OTHER (PROFILING REQ)	1
TS	NOACT	TS ALL OTHER (PROFILING REQ)	6
TS	SUSP	TS ALL OTHER (PROFILING REQ)	2
TS	TSMISDOR	TS ALL OTHER (PROFILING REQ)	1
TS	TSWARN	TS ALL OTHER (PROFILING REQ)	57
UNTDEATH		REPORT WRITTEN	1

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BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Linda Painter, Director of Planning and Development
Date: December 12, 2011
Re: Community Water/Wastewater Issues

Subject Matter/Background

I have attached for your information an update regarding the status of the Four Corners water and sewer project, including the well testing at the Eagleville Preserve site. At Monday's meeting, I will also provide additional information regarding current and previous uses of the Eagleville Preserve property.

In addition, I have attached recent correspondence from the Connecticut Department of Public Health concerning the proposed Ponde Place development.

Attachments

- 1) L. Hultgren re: Four Corners Committee Early December 2011 Update
- 2) State of Connecticut Department of Public Health re: Certificate of Public Convenience and Necessity Phase 1-A Application

Matthew W. Hart

From: Linda M. Painter
Sent: Tuesday, December 06, 2011 8:35 AM
To: Four Corners Sewer and Water Advisory Committee
Subject: FW: 4 Corners Committee Early December 2011 Update



Eagleville Pond
Figure 11-29-1...

As promised, a summary of test results to date for Eagleville Preserve are attached below.

Linda

-----Original Message-----

From: Lon R. Hultgren
Sent: Monday, December 05, 2011 9:26 PM
To: Linda M. Painter
Subject: 4 Corners Committee Early December 2011 Update

Linda,

Here is what we can update the 4 corners committee on:

1. While we don't have the water quality test data back yet from the Eagleville Preserve small diameter well drilling, pumping and testing, our consultants' reported the following:

Summary and Recommendation

We drilled two test wells and one observation well at the site (See attached figure for locations).

At each well, we found a shallow soil formation of fine to coarse sand, and a deeper soil formation also consisting of fine to coarse sand. In between these two formations, there was an intermediate layer of fine sand.

At both test wells, we installed a screen in the deeper formation and were only able to pump 4 gpm. At Test Well 2-11, we also pulled the well back to allow us to install a screen in the shallow formation, which we were able to pump at 33 gpm. During this pump test, the drawdown in the observation well (2A-11) was 9 feet, which means Test Well 2-11 has a specific capacity of 4 gpm/ft.

Based on these results, we do not think either of the test well locations would provide a well that could yield 0.5 MGD.

The soil information suggests that the intermediate formation of fine sand is thinning out as we move south towards the river, so it is possible that installing a well closer to the river (see green dots on attached figure for potential locations) would result in a higher yielding well. There are two disadvantages to installing a well closer to the river. First, the well would be within the wetlands. Second, the well would be within the 100 year flood plain. According to DPH, it is acceptable to install a well within a flood plain; however, the grade in the immediate vicinity of the well would have to be raised above the flood plain. The current grade in the area of Test Well 2-11 and the area of the other potential well sites (i.e. location of green dots on attached figure) is about 2 to 5 feet below the flood plain, so the grade around the well would have to be raised by at least that amount.

We have considered two possible next steps. First, installing additional test wells

closer to the river at the Eagleville Preserve site. Second, drilling test wells at one or two additional sites. We think the next step should be drilling test wells at one or two additional sites. This will provide you with the information you need to compare the potential for water supply at the Eagleville Preserve site to the potential of other sites.

Some details:

Well 1-11 - The material encountered down to a depth of approximately 27 feet consisted of brown fine to coarse sand. At 27 feet the material turned gray and much finer. From 27 to 53 feet the material consisted of gray-brown very fine sand with little silt and fine sand. From 53 to 64 feet the soil was primarily fine sand. At 64 feet, a fine to coarse sand was encountered and there was a significant loss of wash water. This material became darker and coarser with depth. Refusal was reached at 67 feet. It is assumed that this refusal represents either bedrock or very dense glacial till. A five foot section of 10 slot screen was installed at a depth of 65 feet. The well was developed with compressed air and then pumped at a maximum rate of 4 gpm.

Well 2-11 - The upper 37 feet of this boring consisted primarily of fine to coarse sand. The color of the sand varied from light brown to dark brown, gray, orange and black. This is a potential indication of elevated concentrations of iron and manganese in some of the sand layers. Gray very fine to fine soils were observed from a depth of 37 to 50 feet. This is a thinner layer of fines than was observed at 1-11 and may indicate a thinning of the fine-grained materials in this direction, towards the river. Brown fine to coarse sand was observed from a depth of 50 to 64 feet. Drilling refusal was reached at 64 feet and is assumed to be bedrock or dense till. A five foot section of 10 slot screen was installed from 55 to 60 feet. The well was developed with compressed air and then pumped. The well pumped only 4 gpm. The screen was removed and the casing was pulled back to 35 feet. A ten foot section of 30 slot screen was installed from 25 to 35 feet. The well was developed and pumped. The well pumped at a maximum rate of 33 gpm. A second well (Test Well 2A) was drilled approximately two feet away from Test Well 2-11. A five foot length of 30 slot screen was installed from 28 to 33 feet in depth. The well was developed with compressed air. A short term pumping test was conducted on Test Well 2-11. The well was pumped for two hours at 33 gpm and water levels were measured in well 2A. After two hours of pumping, the drawdown in 2A was approximately 9 feet. Therefore, the estimated specific capacity of a well at this site is 33gpm/9 feet or 4 gpm/ft.

While I agree with John's conclusion that we should test other potential well sites rather than sinking more test holes in the Eagleville Preserve site, I asked him what the expected yield of two wells at this location might be, even if it was less than the 500,000 gals/day we were looking for. He replied maybe about 290,000 gals/day, so although this site would not meet all of our water needs, it could be part of the solution involving other well sites as well.

We are now looking at testing three potential well sites in the Mansfield Hollow Reservoir area along Bassetts Bridge Road that were identified in the joint EIE. To do this we will need a smaller drilling rig and permission from the Corps of Engineers to drill on their property. We are working on these things now, and expect to be able to do borings at some of these locations this month.

Lon



Legend

-  Wetland Flag
-  150 ft Wetlands Setback
-  Wetlands_Town_Buffer
-  Stream
-  Water Body
-  Wetlands
-  Natural Diversity Circle
-  Required 200ft Sanitary Radius
-  Test Wells
-  Additional Potential Well Sites
-  Potential Contamination Sources

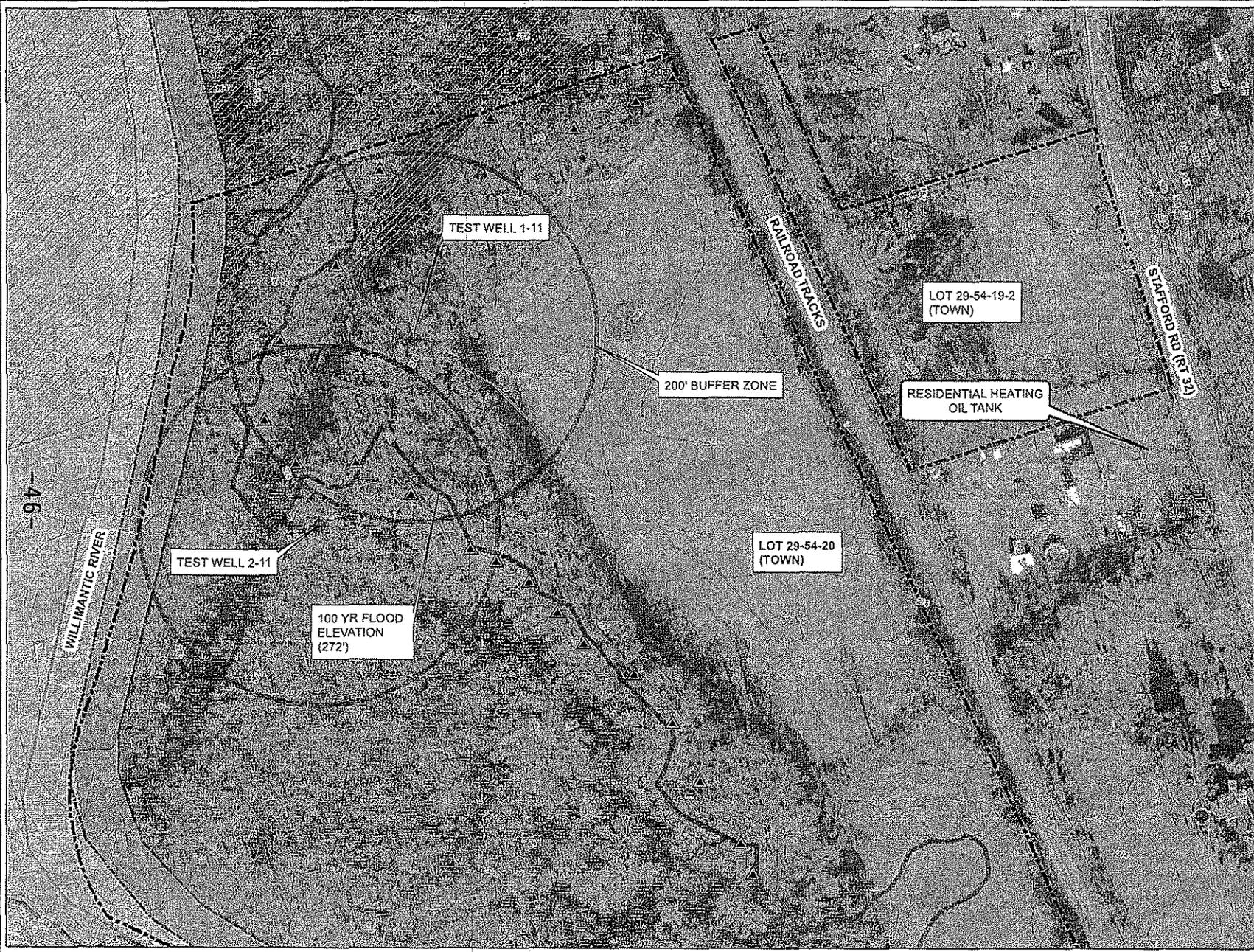
All Data Supplied by the State of Connecticut Department of Environmental Protection



0 25 50 100 Feet

**Eagleville Pond
Potential Well Sites
Mansfield, Connecticut**

November 2011



-46-



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

November 21, 2011

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

PURA DOCKET No.: 11-09-14
PUBLIC WATER SYSTEM: Ponde Place
CLASSIFICATION TYPE: Community
TOWN: Mansfield
DWS Project No.: 2011-0165

Subject: Certificate of Public Convenience and Necessity Phase I-A Application

Dear Dr. Giorgio:

The Department of Public Health Drinking Water Section (DWS) has received your Certificate of Public Convenience and Necessity Phase I-A Application for the proposed Ponde Place community water system. At this time, the DWS has found that the application is not complete. Please refer to the attached memorandum which provides the details on the outstanding items which must be addressed prior to the DWS continuing a review of your application.

Please be advised that it is the DWS's opinion that, based upon an average daily demand of 45,000 gallons of water per day, the peak day demand for your proposed system will exceed the regulatory threshold for requiring a diversion permit from the Department of Energy and Environmental Protection (DEEP). Please note that in order to protect public health and properly serve the needs of its customers, a public water system must have the capacity to meet peak demands which can be between one and one half to three times the average daily demand. Providing an adequate supply of water is as important to public health protection as providing water of a quality which meets the Safe Drinking Water Act and State of Connecticut requirements. Therefore, pursuant to the Regulations of Connecticut State Agencies Section 16-262m-3(b)(3), the DWS is recommending that you confer with the DEEP Inland Water Resources Division to determine appropriate water diversion permit requirements.

Sincerely,

Lori Mathieu
Public Health Section Chief
Drinking Water Section



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



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

November 21, 2011

Ms. Kimberley Santopietro
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

PURA DOCKET NO.: 11-09-14
APPLICANT'S NAME: P. Anthony Giorgio, PhD. Managing Director
APPLICANT ADDRESS: Keystone Companies, LLC, 56 East Main Street, Suite 202, Avon, CT
06001
PROPOSED PWS: Ponde Place
TYPE OF PWS: Community
TOWN: Mansfield
DPH PROJECT#: 2011-0165
SYSTEM OWNER: Connecticut Water Company

Dear Ms. Santopietro:

The attached letter and memorandum are provided for Public Utilities Regulatory Authority (PURA) review and transmittal to the above noted applicant pursuant to the Regulations of Connecticut State Agencies Section 16-262m-2(d).

Sincerely,

Lori Mathieu
Public Health Section Chief
Drinking Water Section

PURA to Cc w/attachments: Mark Lewis, DEEP Remediation Division
Denise Ruzicka, DEEP Inland Water Resources Division
Robert Miller, Eastern Highlands Health District
Keith Nadeau, Connecticut Water Company



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MEMORANDUM

dm 11/21/11

TO: Lori Mathieu, Public Health Section Chief
Eric McPhee, Supervising Environmental Analyst

FROM: Patricia Bisacky, Environmental Analyst 2

DATE: 11/21/11

SUBJECT: **DPH Project #2011-0165, PURA Docket #11-09-14**

DATE RECEIVED: 9/21/11

APPLICANT: Keystone Companies

TOWN: Mansfield

PROJECT: Ponde Place Certificate of Convenience and Necessity (CPCN) Phase IA Application

The Drinking Water Section received a CPCN Phase IA application from the Keystone Companies (the applicant) on September 21, 2011. The application is for the proposed Ponde Place, a 600-bed residential development to be located off of Hunting Lodge and Northwood Roads in Mansfield. The submission includes a transmittal letter dated September 21, 2011, a report entitled "State of Connecticut Department of Public Utility Control, Department of Public Health, Certificate of Public Convenience and Necessity Community Water System Application Form—Phase 1-A of the CPCN September 21, 2011, Ponde Place Mansfield, CT" prepared by F.A. Hesketh & Associates, Inc., and a report entitled "Groundwater Supply Evaluation and Well Data Report Proposed Ponde Place, Hunting Lodge Road, Mansfield, Connecticut" dated September 2011 prepared by GZA GeoEnvironmental, Inc. (GZA Report).

In 2009, the applicant submitted an application for a CPCN for a Community Public Water System proposed to be located on the same parcel. This application was assigned the Department of Energy and Environmental Protection (DEEP) Public Utilities Regulatory Authority (PURA) (then DPUC) Docket Number 09-02-10. In a letter dated September 21, 2011, the applicant, by way of their consultant, formally withdrew the application associated with Docket Number 09-02-10 and requested that a new docket number be issued for this application.

The University of Connecticut (UConn) maintains water mains on Hunting Lodge and Northwood Roads. A letter from the University of Connecticut Administration and Operations Services dated October 9, 2008 (Exhibit C-10 of the application) indicates that the University of Connecticut cannot issue a conditional commitment to provide up to 45,000 gallons of potable water per day for the proposed project. Therefore, the applicant proposes to build a community water system to serve the proposed residential development. Per the Regulations of Connecticut State Agencies (RCSA) Section 16-262m-8(c), the average daily demand for such a system is 45,000 gallons of water per day. The applicant has proposed a supply system of eight bedrock wells to provide the water for this proposed system. All wells proposed to be used for this development have been drilled and some have been pump tested with results submitted to the DPH and PURA in the GZA Report. The desired withdrawal rate of Wells 1, 2 and 4 is less than ten gallons of water per minute and the desired withdrawal rate of Wells 3, 5, 6, 7 and 8 is ten to 50 gallons of water per minute. The application indicates that Connecticut Water Company (CWC) will own and operate the proposed public water system once it is constructed.

The DPH and PURA conduct a joint review of CPCN applications pursuant to Connecticut General Statutes (CGS) Section 16-262m and RCSA 16-262m-1 through 9. Additional applicable statutes and regulations are reviewed during Phase IA to determine if the application meets the requirements under CGS Section 16-262m(c)(5) "*the applicant meets all federal and state standards for water supply systems.*" These statutes and regulations are CGS Section 25-33(b), and RCSA Sections 19-13-B51d and 19-13-B102(d).

A review of the submissions in support of this Docket was conducted and it has been determined that the Phase IA application is not complete as it does not meet the following requirements of RCSA Section 16-262m-5. In order for the DWS to perform a comprehensive review of this application the applicant must provide a complete application which must include the following information:

- 1) RCSA Section 16-262m-5(d)(1) *At a minimum, a site plan and specifications for any water sources which shall provide for adequate well location, adequate well construction procedures, and proper sanitary easements for the wells. There shall be at least two wells shown on the plan and a reserve site for additional wells, as needed.*
 - a. Proper sanitary easements for the Wells 1 through 8 are not shown. Plans SP-2.1 and SP-2.2 both dated 4-27-11 and revised on 9-21-11 and submitted as Exhibit C-2 show "typical" sanitary easements for all wells which indicate restrictions on land uses within these areas. There is no development plan provided which would confirm that such land uses will in fact not occur within the easement areas. There is no proposed mechanism to ensure that such easements will endure or remain in place for any period of time. No party is assigned responsibility for ensuring that the easements are maintained. Additional applicable comments are offered in reference to CGS Section 25-33(b)(2).
- 2) RCSA Section 16-262m-5(d)(2) *Plans showing the relationship of the proposed water system to the sanitary sewage and storm drainage facilities, and indicating the distances from the proposed wells; wetlands and watercourses, observation wells; contour lines, customer premises, and sanitary sewage, storm drainage and septic facilities*
 - a. Site Plans SP-2.1 and SP-2.2 contain no details of the proposed 600-bed development.
 - b. Exhibit C-10 (UCONN letter dated October 9, 2008) indicates that UCONN will consider Keystone's request for wastewater and fire protection services. A determination whether this request was granted was not provided in the application materials, therefore it is unclear if this development will be served by a sanitary sewer system or a subsurface sewage disposal system.
 - c. The relationship of the proposed water system to sanitary sewage is not shown and the distances from Wells 1 through 8 to septic facilities associated with the proposed development are not specified in the Applications for a Public Water System Well Site Suitability Certification.
 - d. The relationship of the proposed water system to storm drainage facilities is not shown and distances from Wells 1 through 8 to storm drainage are not specified in the Applications for a Public Water System Well Site Suitability Certification.
 - e. Distances from Wells 1 through 8 to septic systems cannot be confirmed because the locations of existing septic systems shown are approximate and it cannot be determined if septic facilities will be required for the proposed 600-bed development.
- 3) RCSA Section 16-262m-5(d)(7) *A plan for controlling pollution sources which might affect the wells.*
 - a. Exhibit C-7 of the application states that "the wells are located appropriate distances away from potential sources of pollution." However, no site development plan is provided, therefore it cannot be confirmed that potential sources of pollution will be appropriate distances from the wells.
 - b. The easement proposed to control sources of pollution is not compliant with RCSA Section 16-262m-5(d)(1) or CGS Section 25-33(b)(2) as noted elsewhere in this review.
 - c. The application does not provide a plan which sufficiently addresses all the potential sources of contamination that may affect the wells.

- i. The application identifies a leaking underground storage tank located at Northwood Apartments as a potentially contaminated site within 1500 feet of the proposed wells. No plan has been offered regarding control of this potential pollution source.
 - ii. The application indicates that the project is located greater than 1500 feet from the UCONN landfill and chemical pits. However, historical records indicate that the contamination plume from the UCONN landfill and chemical pits is located less than 800 feet from the project site. This area has been identified in DEEP Consent Order SRD-101 as an area in which "pollution of the ground waters has occurred or can reasonably be expected to occur, the extent of pollution creates or can reasonably be expected to create an unacceptable risk of injury to the health or safety of persons using such waters as a public or private source of water for drinking or other personal or domestic uses." The GZA report states on page 16 that: "The results of the pumping tests performed at the Site in January 2010 and April/May 2011 indicate some influence on groundwater levels at monitored locations, including the landfill wells." Since historical monitoring of these UCONN landfill wells indicates the presence of contaminants that are regulated by the Safe Drinking Water Act (Long Term Monitoring Plan Fall 2010 Semi-annual Sampling Round #13, UCONN Landfill, Storrs, Connecticut, Appendix B), the DWS will require a plan which meets the requirements of this regulation in regard to the pollution source identified as the UCONN landfill and chemical pits.
- 4) RCSA Section 16-262m-5(d)(10) *A brief description of the water system project and operational layout.*
 - a. The applicant has provided a "conceptual" plan for the water system with separate fire service provided by UCONN. This conceptual plan does not include a plan for distribution to the residential development.
 - b. Because of the development's potential to be served by a non-potable (fire) water system, the plan should also include a description of proposed cross connection control measures.
- 5) CGS Section 16-262m(c)(6)(B) *Said departments shall issue a certificate to an applicant upon determining, to their satisfaction, that...the person that will own the water supply system has the financial, managerial, and technical capacity to...provide continuous adequate service to consumers served by the water supply system.*
 - a. The application indicates that "final system design would be held to an amount which would not require a Water Diversion Permit through controlling the size of the pumps, the flow rate and through management by Connecticut Water." It cannot be determined whether continuous adequate service will be maintained should consumer demands exceed 50,000 gallons of water during any 24-hour period.

In addition, the application does not contain the information necessary to determine compliance with the statutes and regulations applicable to the development of a community public water supply. The applicant must provide additional documentation in order for the DPH to determine if this application is compliant with the following statutes and regulations:

- 6) CGS Section 25-33(b)(2) *[A plan for any proposed new source of water supply submitted to the department pursuant to this subsection shall include documentation that provides for] the water company's ownership or control of the proposed new source of water supply's sanitary radius and minimum setback requirements as specified in the regulations of Connecticut state agencies and that such ownership or control shall continue to be maintained as specified in such regulations.*
 - a. The application does not document the mechanism by which CWC will control the sanitary radii and minimum setback requirements for proposed Wells 1 through 8.
 - b. The application does not document how CWC's control of the sanitary radii and minimum setbacks will be maintained.

- 7) RCSA Section 19-13-B51d(a)(1) *[for wells with a required withdrawal rate of under ten gallons per minute] Each such well shall be located at a relatively high point on the premises consistent with the general layout and surroundings; be protected against surface wash; be as far removed from any known or probable source of pollution as the general layout of the premises and the surroundings will permit; and, so far as possible, be in a direction away from ground water flow from any existing or probable source of pollution.* (Applicable to proposed Wells 1, 2 and 4)
 - a. Well 2 is located on a steep slope approximately 400 feet southwest of and 40 feet lower in elevation than the high point of the premises. The applicant must provide a plan to protect Well 2 from surface wash.
- 8) RCSA Section 19-13-B51d(a)(2) *[for wells with a required withdrawal rate of under ten gallons per minute] No such well shall be located within seventy five feet of a system for disposal of sewage or other source of pollution. Greater separating distance shall be required for certain industrial wastes or certain rock formations.* (Applicable to proposed Wells 1, 2 and 4)
 - a. Compliance with this regulation cannot be determined because the site development plan provided with this application does not show the locations of systems for disposal of sewage and other sources of pollution.
 - b. Greater separating distances to the contaminant plume from the UCONN landfill and chemical pits may be required. This requirement will be analyzed in more detail once a complete application has been received by the department.
- 9) RCSA Section 19-13-B51d(a)(3) *[for wells with a required withdrawal rate of under ten gallons per minute] No such well shall be located within twenty five feet of high water mark of any surface water body, nor within twenty five feet of a drain carrying surface water or of a foundation drain.* (Applicable to proposed Wells 1, 2 and 4)
 - a. Compliance with this regulation cannot be determined because the site development plan does not show the storm drainage system including drains carrying surface water and the plan does not show buildings that may have foundation drains.
- 10) RCSA Section 19-13-B51d(b)(1) *[for wells with a required withdrawal rate of from ten to fifty gallons per minute] Each such well shall be located at a relatively high point on the premises consistent with the general layout and surroundings; be protected against surface wash; be as far removed from any known or probable source of pollution as the general layout of the premises and the surroundings will permit; and, so far as possible, be in a direction away from ground water flow from any existing or probable source of pollution.* (Applicable to proposed Wells 3, 5, 6, 7 and 8)
 - a. Well 3 is located on a steep slope approximately 260 feet west and 22 feet lower than the highest point on the premises. The applicant must provide a plan to protect Well 3 from surface wash.
 - b. Well 5 is located in a drainage area between two knolls and may be susceptible to surface wash. The applicant must provide a plan to protect Well 5 from surface wash.
- 11) RCSA Section 19-13-B51d(b)(2) *[for wells with a required withdrawal rate of from ten to fifty gallons per minute] No such well shall be located within one hundred fifty feet of a system for disposal of sewage or other source of pollution. Greater separating distance shall be required for certain industrial wastes or certain rock formations.* (Applicable to proposed Wells 3, 5, 6, 7 and 8)
 - a. Compliance with this regulation cannot be determined because the site development plan provided with this application does not show the locations of systems for disposal of sewage and other sources of pollution.
 - b. Greater separating distances to the contaminant plume from the UCONN landfill and chemical pits may be required. This requirement will be analyzed in more detail once a complete application has been received by the department.

12) RCSA Section 19-13-B51d(b)(3) *[for wells with a required withdrawal rate of from ten to fifty gallons per minute] No such well shall be located within fifty feet of high water mark of any surface water body, nor within fifty feet of a drain carrying surface water or of a foundation drain.* (Applicable to proposed Wells 3, 5, 6, 7 and 8)

- a. Compliance with this regulation cannot be determined because the site development plan does not show the storm drainage system including drains carrying surface water and the plan does not show buildings that may have foundation drains.

It is noted that effective October 1, 2011, Section 69 of Public Act 11-242 amended CGS Section 16-262m(c) by adding subsections 7 and 8: *"Said departments (DPH and DEEP PURA) shall issue a certificate to an applicant upon determining, to their satisfaction, that... (7) the proposed water supply system will not adversely affect the adequacy of nearby water supply systems, and (8) any existing or potential threat of pollution that the Department of Public Health deems to be adverse to public health will not affect any new source of water supply."* At this time, the application materials are not sufficient to determine compliance with this statute. The applicant should note that the DWS has requested reviews of this application by the Director of Health of the Eastern Highlands Health District and by the DEEP analyst assigned to the remediation of the UCONN landfill and chemical pits to assist in determining compliance with this statute. In a letter dated November 14, 2011, Robert Miller Director of Health of the Eastern Highlands Health District expressed concerns regarding the influences of the wells for proposed Ponde Place under pumping conditions on both neighboring private wells and the UCONN monitoring wells. Mr. Miller's concerns have been made part of the public record and his professional analysis will be incorporated into the review of the complete application. Mark Lewis of the DEEP Remediation Division provided a letter dated November 18, 2011. Mr. Lewis notes significant uncertainties regarding the effects of pumping from the proposed wells on the UCONN landfill plume and that the uncertainties cannot be eliminated with the data provided in the application. Mr. Lewis' professional analysis has been included in the public record for this docket and will also be incorporated into the review of the complete application.

Section 16-262m-2(i)(1) of the RCSA states that Phase I-A reviews shall be completed within sixty (60) days of the Applicant filing the information specified in Section 16-262m-5. As noted in this report, the applicant has not provided sufficient detail to satisfy numerous requirements under RCSA Section 16-262m-5. The DWS will continue a review under the regulatory time frame once it has received a complete application.

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

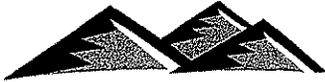
To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Robert Miller, Director of Health
Date: December 12, 2011
Re: UConn Landfill, Long-term Monitoring Program

Subject Matter/Background

Attached please find information regarding the UConn Landfill. The Council is not required to take any action on this item.

Attachments

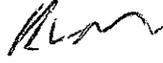
- 1) R. Miller re: UConn Landfill Long Term Monitoring Plan, Report dated October 2011
- 2) Long-Term Monitoring Plan October 2011



Eastern Highlands Health District

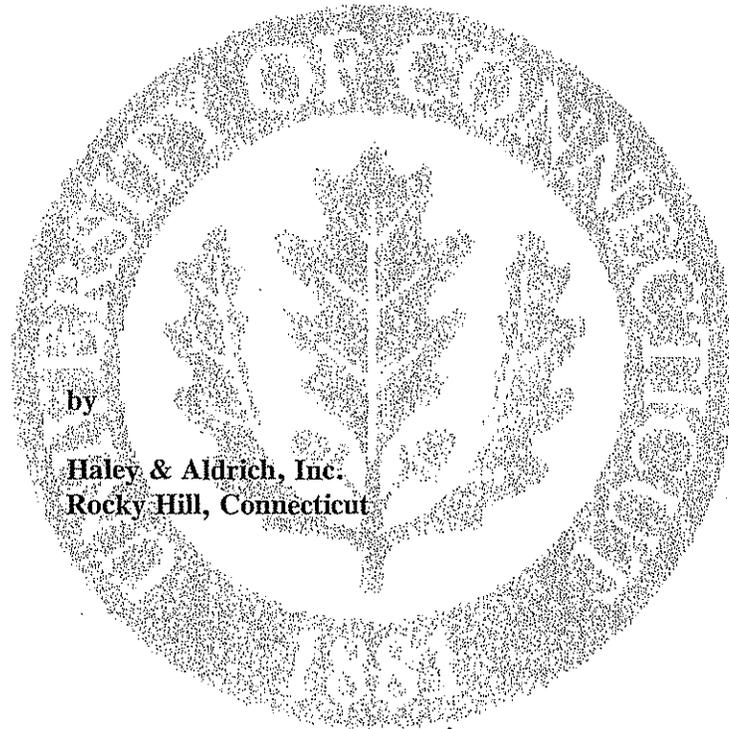
4 South Eagleville Road • Mansfield CT 06268 • Tel: (860) 429-3325 • Fax: (860) 429-3321 • Web: www.EHHD.org

Memo

To: Matt Hart, Mansfield Town Manager
From: Robert Miller, Director of Health 
Date: 11/23/2011
Re: UConn Landfill Long Term Monitoring Plan, Report dated October 2011

Per your request, I have reviewed the above referenced report. The results reported do not suggest an imminent or immediate risk to public health. No material changes in the monitoring program were identified. The results are generally consistent with the historic body of data available for this project. This office will continue to monitor this situation. No action is recommended at this time.

**LONG-TERM MONITORING PLAN
FALL 2011 SEMI-ANNUAL SAMPLING ROUND #15
UCONN LANDFILL
STORRS, CONNECTICUT**



by

**Haley & Aldrich, Inc.
Rocky Hill, Connecticut**

for

**University of Connecticut
Storrs, Connecticut**

**File No. 91221-668
October 2011**

Haley & Aldrich, Inc.
100 Corporate Place
Suite 105
Rocky Hill, CT 06067-1803

Tel: 860.282.9400
Fax: 860.721.0612
HaleyAldrich.com

**HALEY &
ALDRICH**

27 October 2011

Connecticut Department of Environmental Protection
Bureau of Water Protection and Land Reuse
79 Elm Street
Hartford, Connecticut 06106-5127

Attention: Mark R. Lewis

Subject: Long Term Monitoring Plan
Fall 2011 Semi-Annual Sampling Round #15
UConn Landfill
Storrs, Connecticut

Ladies and Gentlemen:

The following certification is being submitted to the Department of Environmental Protection in accordance with the terms as delineated in the Consent Order No. SRD-101 issued 26 June 1998 for the document specified below:

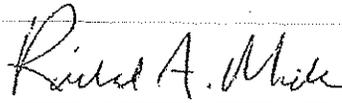
- Long Term Monitoring Plan
Fall 2011 Semi-Annual Sampling Round #15
UConn Landfill
Storrs, Connecticut

I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense.

Agreed and accepted as stated above:



Richard P. Standish, P. G., LEP
Senior Vice President
Haley & Aldrich, Inc.



Richard A. Miller
Director,
Office of Environmental Policy
University of Connecticut

C: Barry Feldman, UConn

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1. INTRODUCTION

This Long Term Monitoring Plan (LTMP) was prepared pursuant to the Consent Order # SRD-101 between the State of Connecticut and the University of Connecticut (UConn) regarding the solid waste disposal area on North Eagleville Road (Landfill and Former Chemical Pits) and the former disposal site in the vicinity of Parking Lot F (F Lot). An Interim Monitoring Program (IMP) was performed in order to monitor shallow ground water, surface water and bedrock groundwater quality in nearby domestic water supply wells until the LTMP required pursuant to paragraph B.4.e of the Consent Order was implemented. In September 2005, the University transitioned from the IMP to the LTMP. As part of this process, samples were collected from both the IMP and LTMP locations for three sampling quarters. These quarters, referred to as "transition rounds" were conducted in September and December 2005 and May 2006. Beginning with the October and November 2006 monitoring quarter, samples were only collected from the LTMP locations.

The objectives of the LTMP are:

- To assess the effectiveness of the remediation
- To monitor groundwater and surface water quality and trends, and
- To act as sentinel wells to protect human health and the environment.

Groundwater, surface water and soil gas samples are being obtained to verify that the new remediation systems are working as planned. The Plan is also designed to protect human health and the environment by evaluating the concentrations of contaminants in groundwater and surface water over time. If increasing concentrations are observed, UConn and the Connecticut Department of Environmental Protection (CTDEP) will reassess the remediation system design, expand the monitoring program, and/or take additional measures to protect human health and the environment, if necessary.

The LTMP includes sampling of media at multiple locations as shown on Figure 1:

- (1) six surface water locations;
- (2) five shallow groundwater monitoring wells;
- (3) five deep bedrock monitoring wells;
- (4) six active domestic wells on Meadowood Road and Separatist Road; and
- (5) four soil gas monitoring locations.

Installation of the landfill cap and leachate interceptor trenches (LITs) was completed in the spring of 2007. To date, significant changes to the groundwater quality have not been observed. Analytical results continue to be evaluated and reported to the key parties and to the public.

This report documents the sampling round conducted in October 2011, also referred to as Round #15. In a letter to the University dated 16 April 2010, CTDEP approved a reduction in the LTMP sampling frequency from quarterly to semi-annually to be conducted in the spring and fall seasons. The next sampling event is planned for March/April 2012.

2. SCOPE OF PROGRAM

The following paragraphs describe the rationale for each sampling location for the Long Term Monitoring Program based upon the approved Comprehensive Hydrogeologic Investigation and Remedial Action Plan, Addendum No. 2, dated July 2004.

2.1 Shallow Groundwater Monitoring Wells

Three shallow wells [B401(MW), B403(MW) & B404(MW)] were constructed in the overburden south, southeast and north of the landfill respectively, and downgradient of the LITs in February and March 2007. These wells function to monitor shallow groundwater quality migrating out of the landfill area and to assess the effectiveness of the landfill cover and LITs.

Two previously existing shallow monitoring wells, MW-3 and MW-4, were reinstalled in August 2007 in the same general area in F Lot however; they were offset several feet from their original locations. They function to monitor shallow groundwater quality downgradient of F Lot.

2.2 Deep Groundwater Monitoring Wells

Five bedrock (125 to 300 ft) groundwater monitoring wells are included in the LTMP. Three existing wells, MW-105R, B201R(MW), and B302R(MW) are located south and west of the landfill and former chemical pits. These wells were selected because they are situated in the direction of either suspected historical or known bedrock groundwater flow. Since permanent packer systems for discrete fracture interval sampling are installed in B201R(MW) and MW-105R, two samples are collected from each well. Two former residential water supply wells, located at 156 Hunting Lodge Road and 202 North Eagleville Road, are included in the LTMP because of their locations and construction depths. The University has not received permission to access the well at 156 Hunting Lodge Road therefore; it continues to be excluded from sampling events.

2.3 Surface Water Monitoring Locations

Six surface water-monitoring locations (SW-A through SW-F) are selected to assess surface water quality migrating from the landfill, former chemical pits, and F Lot areas SW-A through SW-E are strategically placed at the primary surface waters north (wetland and Cedar Swamp Brook drainage) and south (western tributary of Eagleville Brook drainage) of the landfill and former chemical pits area. SW-F is located downgradient of F Lot on an eastern tributary to Eagleville Brook.

2.4 Active Residential Water Supply Wells

Six active residential water supply wells are included in the LTMP:

38 Meadowood Road
41 Meadowood Road
65 Meadowood Road
202 Separatist Road
206 Separatist Road
211 Separatist Road

These residential wells are the closest active bedrock wells to the landfill and former chemical pits in the direction of suspected historical and known groundwater migration pathways in the fractured bedrock aquifer.

2.5 Soil Gas Monitoring Locations

Four soil gas-monitoring points B501(GW), B502(GW), B503(GW) and B504(GW) were installed in the east, southeast, southwest and northwest quadrants of the landfill immediately outside the cap perimeter to monitor for potential gas migration away from the landfill. The monitoring points are 4-in. diameter PVC wells extending to depths ranging between 7.5 and 9.5 ft bgs with a slotted screen interval from the surface seal (approximately 2.5 ft bgs) to the depth of completion. The locations are lateral to the leachate interceptor trenches (LITs) where the likelihood of soil gas migration is presumed to be greatest.

2.6 Sampling Parameters

During the course of the Hydrogeologic Investigation, a comprehensive suite of analytical methods was selected to determine the nature of the contamination in the Study Area. A wide range of methods were used to ensure that any potential contaminant identified during review of historical records or interviews with knowledgeable personnel would be detected if present. Multiple rounds of groundwater and surface water sampling have shown that the contamination is confined to a few classes of compounds. Monitoring a select number of analytical methods accomplishes the objectives of the LTMP, that is, to assess effectiveness of remediation, monitor groundwater quality and trends and be protective of human health and the environment.

Groundwater and surface water samples were analyzed for the following parameters:

- VOCs by EPA Method 524.2

- Total metals by EPA Method 200 Series

- Total mercury by EPA Method 7470/E245.1

- Other Inorganic Parameters

 - ammonia, nitrate and nitrite, total phosphorus, total dissolved solids, total suspended solids, alkalinity, hardness, chloride, sulfate, chemical oxygen demand, total organic carbon, biological oxygen demand and cyanide

- Field Screening Data

 - turbidity, conductivity, dissolved oxygen, ORP, pH, and temperature

Soil gas monitoring points were analyzed for methane and carbon dioxide using a multiple gas detection meter.

2.7 Sampling Frequency

As previously mentioned, to date, significant changes to the groundwater quality have not been observed. This round represents the Fall 2011 sampling and we anticipate Spring sampling to occur in or about April 2012.

3. SAMPLING PROCEDURES

Sampling procedures and analytical methods for the groundwater monitoring wells and surface water samples were conducted in accordance with the Comprehensive Hydrogeologic Investigation and Remedial Action Plan, Addendum No. 2, dated July 2004.

Sampling procedures for the residential water supply wells were conducted in accordance with procedures previously established by CTDEP and the DPH for the health consultation study completed in 1999. Samples were collected from the water supply system prior to treatment after running the tap for approximately eight minutes.

Samples from the residential water supply wells were analyzed using EPA drinking water methods as noted on the enclosed Table I.

4. SUMMARY OF RESULTS

The analytical results from the October 2011 LTMP round #15 sampling are summarized in Table I. VOC Concentration and Conductivity vs. Time Plots for selected bedrock wells [MW105R, B201R(MW), and B302R(MW)] and selected overburden wells [B401(MW) and B403(MW)] are included in Appendix A. A discussion of the results below is organized by general sample types and locations.

4.1 Shallow Groundwater Monitoring Wells

Samples from monitoring wells B401(MW), B403(MW) and B404(MW) were collected and submitted to Phoenix Environmental Laboratories, Manchester, Connecticut for analysis of VOCs, total metals, and nutrients. Both LITs were in operation at the time of this sampling event.

As in previous rounds, 1,4-dichlorobenze and chlorobenzene were detected in monitoring well B401(MW). Chlorobenzene was also detected in B403(MW). VOCs were not detected in the sample collected from B404(MW). Metal concentrations in all samples were below protective criteria. In general, concentrations of selected parameters and compounds appear consistent with previous sampling rounds.

VOCs were not detected in the samples collected from MW-3 or MW-4 and metal concentrations at both locations were below protective criteria.

4.2 Deep Bedrock Monitoring Wells

Samples from these wells were collected and submitted to Phoenix Environmental Laboratories, Manchester, Connecticut for analysis of VOCs, total metals, and nutrients. VOCs were detected in discrete samples collected from both fracture zones of MW-105R and B201R(MW). Benzene was detected at a concentration below the GWPC in the upper fracture zone of MW105R however; 2-dichloroethane, benzene, and trichloroethene exceeded the GWPC in sample from the deeper fracture zone. Concentrations of 1,2-dichloroethane exceeded the GWPC in the upper fracture zone of B201R(MW) and 1,2-dichloroethane and benzene exceeded the GWPC in the deeper fracture zone of B201R(MW). Analytical results of groundwater quality at MW105R and B201R(MW) appear to be generally consistent with previous sampling events. Monitoring wells 202-NERD (unused domestic well at 202 N. Eagleville Road) and B302R-MW which range in depths from 200 to 320 ft do not have discrete sampling systems installed so, integrated samples were collected. VOCs were not detected in the sample collected from 202-NERD or B302R-MW. Metal and nutrient parameters were within typical groundwater water ranges in all of the bedrock well samples.

For quality control purposes, duplicate samples were collected from the deeper zone of B201R(MW) and B302R-MW. Results from both duplicate samples were in general agreement.

4.3 Surface Water Samples

During this sampling event, surface water was collected from all six monitoring locations. The samples were submitted to Phoenix Environmental Laboratories, Manchester, Connecticut for analysis of VOCs, metals and nutrients. VOCs were not detected. Metal and nutrient parameters were within typical surface water ranges and consistent with previous sampling rounds for this location.

4.4 Active Residential Domestic Wells

All six active domestic wells were sampled as part of this quarterly event. Unlike in previous rounds, chloroform was not detected in the samples collected from 206 and 211 Separatist Road. VOCs were not detected above method reporting limits at any of the six locations sampled. In the sample collected from 65 Meadowood Road, copper was detected above surface water protection criteria; however the concentration is below drinking water criteria and is consistent with copper concentrations detected at this location in previous sampling rounds. An elevated concentration of manganese (0.486 mg/l) was detected in the sample collected from 38 Meadowood Road however; it is below the drinking water action level (0.5 mg/l). Metal and nutrient concentrations at all locations were within acceptable drinking water ranges.

4.5 Soil Gas Monitoring

Landfill gas is the natural by-product of the decomposition of solid waste in landfills and is comprised primarily of carbon dioxide and methane. A GEM2000 Landfill Gas Meter was used to sample and analyze methane, carbon dioxide and oxygen content at soil gas monitoring locations B501(GW), B502(GW), B503(GW) and B504(GW). Oxygen concentrations ranged from 18.8% at B503(GW) to 20.4% at B501(GW). Carbon dioxide readings ranged from 0.1% at B501(GW) to 1.9% at B503(GW). Methane gas was not detected at any of the locations. These readings are generally consistent with previous monitoring events.

4.6 Consent Order SRD-101 Progress Report

From March 2011 through mid-October 2011, the Leachate Interceptor Trench systems collected the following volumes of leachate which was pumped to the UConn Water Pollution Control Facility:

- South Trench: 1,163,572 gallons or approximately 5,200 gallons per day
- North Trench: 5,071,000 gallons or approximately 22,500 gallons per day

There have been no major changes to remediation systems since final construction.

TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	MW105R-74	MW105R-111	EB-100511	EB-100511	B201R-MW-38	B201R-MW-60	B201RP-MW-60
SAMPLING DATE					10/5/2011	10/5/2011	10/5/2011	10/5/2011	10/5/2011	10/6/2011	10/6/2011
COMMENTS					Discrete	Discrete	Field Blank	Trip Blank	Discrete	Discrete	Duplicate
WELL DEPTH (ft.)											
LOCATION					MW105R	MW105R			B201R-MW	B201R-MW	B201R-MW
Volatile Organic Compounds (ug/l)	524Z	(ug/l)	(ug/l)	(ug/l)							
1,1-Dichloroethane	70	NE	34,600	ND<0.5	2.9	ND<0.5	ND<0.5	ND<0.5	0.83	1	
1,2,4-Trichlorobenzene	70	NE	NE	ND<0.5	11	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	
1,2-Dichlorobenzene	600	170,000	30,500	ND<0.5	4.5	ND<0.5	ND<0.5	ND<0.5	0.66	0.65	
1,2-Dichloroethane	70	2,970	21	ND<0.5	19	ND<0.5	ND<0.5	2.5	4.5	5.7	
1,4-Dichlorobenzene	75	26,000	24,200	ND<0.5	17	ND<0.5	ND<0.5	ND<0.5	1.6	1.8	
Benzene	70	710	215	0.83	97	ND<0.5	ND<0.5	0.79	1.9	2.8	
Bromobenzene	NE	NE	NE	ND<0.5	32	ND<0.5	ND<0.5	1.7	4.4	4.1	
Chlorobenzene	100	420,000	1,800	ND<0.5	47	ND<0.5	ND<0.5	3.2	8	9.4	
Chloroform	6	14,100	287	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	
cis-1,2-Dichloroethene	70	NE	NE	ND<0.5	15	ND<0.5	ND<0.5	2.6	3.9	4.9	
Methylene chloride	5	48,000	50,000	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	
Tetrachloroethene	5	88	1500	ND<0.5	3.7	ND<0.5	ND<0.5	ND<0.5	1	0.91	
Toluene	1,000	4,000,000	23,500	ND<0.5	0.74	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	
Trichloroethene	5	2,340	219	ND<0.5	11	ND<0.5	ND<0.5	1.7	2.7	3.4	
Vinyl chloride	2	15,750	2	ND<0.5	2	ND<0.5	ND<0.5	ND<0.5	0.58	0.51	
Total Metals (mg/l)											
Aluminum	200.7/6010	NE	NE	NE	ND<0.01	ND<0.01	ND<0.01	--	ND<0.01	ND<0.01	ND<0.01
Antimony	200.7/6010	0.006	86	NE	ND<0.005	ND<0.005	ND<0.005	--	ND<0.005	ND<0.005	ND<0.005
Barium	6010/E2007	1	NE	NE	0.119	0.082	ND<0.002	NE	0.11	0.039	0.038
Calcium	200.7/6010	NE	NE	NE	130	54.9	0.011	--	94.3	29.3	29
Copper	6010/E2007	1.3	0.048	NE	ND<0.001	ND<0.001	ND<0.001	--	ND<0.001	ND<0.001	ND<0.001
Iron	6010/E2007	NE	NE	NE	8.37	0.213	ND<0.01	--	0.784	0.023	0.024
Magnesium	200.7/6010	NE	NE	NE	14.4	6.17	ND<0.01	--	10.4	4.38	4.32
Manganese	200.7/6010	NE	NE	NE	0.919	0.157	ND<0.001	--	0.283	0.015	0.015
Nickel	200.7/6010	0.1	0.88	NE	0.003	ND<0.001	ND<0.001	--	0.001	ND<0.001	ND<0.001
Potassium	6010/E2007	NE	NE	NE	5.7	2.6	ND<0.1	--	4.2	5.8	5.9
Sodium	200.7/6010	NE	NE	NE	25.5	10.5	ND<0.1	--	14.8	22.1	22.4
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	NE	ND<0.002	ND<0.002	ND<0.002
Zinc	200.7/6010	5	0.123	NE	0.004	0.002	ND<0.002	--	ND<0.002	ND<0.002	ND<0.002
Other Analyses (mg/l)											
Alkalinity (CaCO3)	SM2320B				428	157	ND<20	--	291	80	74
Ammonia as Nitrogen	S4500NH3				0.16	0.07	0.07	--	0.04	0.1	0.08
B.O.D./5 day	SM5210B				ND<4	ND<4	ND<4	--	ND<4	7.8	8.3
C.O.D.	SM5220D				21	ND<10	ND<10	--	13	26	21
Chloride	300.0/9056				19	15	ND<3	--	13	13	13

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TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
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SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	MW105R-74	MW105R-111	EB-100511	EB-100511	B201R-MW-38	B201R-MW-60	B201RP-MW-60
SAMPLING DATE					10/5/2011	10/5/2011	10/5/2011	10/5/2011	10/6/2011	10/6/2011	10/6/2011
COMMENTS					Discrete	Discrete	Field Blank	Trp. Blank	Discrete	Discrete	Duplicate
WELL DEPTH (ft)											
LOCATION					MW105R	MW105R			B201R-MW	B201R-MW	B201R-MW
Hardness (CaCO ₃)	300.0/9056				384	162	ND<0.1	--	278	91.2	90.2
Nitrate as Nitrogen	300.0/9056				ND<0.05	ND<0.05	ND<0.05	--	ND<0.05	ND<0.05	ND<0.05
Nitrite as Nitrogen	E365-2				ND<0.01	ND<0.01	ND<0.01	--	ND<0.01	0.02	0.03
Phosphorus as P	9010/8353				0.03	0.03	ND<0.01	--	0.01	ND<0.01	0.01
Sulfate	300.0/9056				22	13	ND<3	--	19	52	52
Iron Diss. Solids	SM2540G				470	210	ND<10	--	350	200	200
Tot. Org. Carbon	415-1/SW9060				6.6	1.8	ND<1	--	6.2	8.8	8.2
Total Suspended Solids	SM2540D				18	ND<5	ND<5	--	ND<5	ND<5	ND<5
Field Screening Data											
Turbidity (NTU)					3.8	0.5	--	--	1	0.5	--
Conductivity (uS/cm)					812	359	--	--	595	319	--
Dissolved Oxygen (ppm)					0.6	1.22	--	--	0.28	0.28	--
ORP (mV)					-113	-118	--	--	-180	-274	--
pH					6.73	7.35	--	--	7.21	8.05	--
Temperature (*C)					14.12	13.65	--	--	13.35	12.58	--

Notes and Abbreviations:

1. Samples were submitted to Phoenix Environmental Laboratories, Inc., Manchester, CT
2. RSR GA GPC: Connecticut Department of Environmental Protection (CTDEP) Remediation Standard Regulations (RSR) Groundwater Protection Criteria.
3. RSR SWPC: CTDEP RSR Surface Water Protection Criteria
4. RSR RVC: CTDEP RSR Residential Volatilization Criteria (1996). Proposed volatilization criteria has been removed from this table per CTDEP's directive issued 9 April 2010.
5. NE: RSR criteria not established
6. ND: compound not detected
7. Blank spaces, "--" or "NA" indicate compound not analyzed
8. uS/cm: microsiemens per centimeter.
9. ug/l: micrograms per liter, mg/l: milligrams per liter
10. NTU: Nephelometric Turbidity Units.
11. Methods are EPA unless otherwise specified.
12. Organic qualifier codes: (J): estimated result; (U): not detected above associated value
13. Inorganic qualifier codes: (U): not detected above associated value
14. Bold values exceed one or more of the RSRs

TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
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SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	EB-100611	FB-100611	202-NERD	EB-101211	FB-101211	B302R-MW	B302RP-MW
SAMPLING DATE					10/6/2011	10/6/2011	10/12/2011	10/12/2011	10/12/2011	10/11/2011	10/11/2011
COMMENTS					Field Blank	Trip Blank	Inactive	Field Blank	Trip Blank		Duplicate
WELL DEPTH (ft.)							320			275	275
LOCATION							North Eagleville Rd.			B302R-MW	B302R-MW
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)							
1,1-Dichloroethane	70	NE	34,600	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2,4-Trichlorobenzene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichlorobenzene	600	170,000	30,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichloroethane	1	2,970	21	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,4-Dichlorobenzene	75	26,000	24,200	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Benzene	1	710	245	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Bromobenzene	NE	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chlorobenzene	100	420,000	1,800	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chloroform	6	14,100	287	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
cis-1,2-Dichloroethene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Methylene chloride	5	48,000	50,000	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Tetrachloroethene	5	88	1500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Toluene	1,000	4,000,000	23,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Trichloroethene	5	2,340	219	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Vinyl chloride	2	15,750	2	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Total Metals (mg/l)											
Aluminum	2007/6010	NE	NE	NE	ND<0.01	--	0.037	ND<0.01	--	0.087	0.085
Antimony	2007/6010	0.006	86	NE	ND<0.005	--	ND<0.005	ND<0.005	--	ND<0.005	ND<0.005
Barium	6010/E2007	1	NE	NE	ND<0.002	--	ND<0.002	ND<0.002	--	0.01	0.01
Calcium	2007/6010	NE	NE	NE	0.026	--	15.7	0.02	--	12.2	12.4
Copper	6010/E2007	1.3	0.048	NE	ND<0.001	--	ND<0.001	ND<0.001	--	ND<0.001	ND<0.001
Iron	6010/E2007	NE	NE	NE	ND<0.002	--	1.03	ND<0.002	--	0.054	0.061
Magnesium	2007/6010	NE	NE	NE	ND<0.01	--	2.25	ND<0.01	--	0.17	0.17
Manganese	2007/6010	NE	NE	NE	ND<0.001	--	0.013	ND<0.001	--	ND<0.001	0.001
Nickel	2007/6010	0.1	0.88	NE	ND<0.001	--	ND<0.001	ND<0.001	--	ND<0.001	ND<0.001
Potassium	6010/E2007	NE	NE	NE	ND<0.1	--	1	ND<0.1	--	2.8	2.8
Sodium	2007/6010	NE	NE	NE	ND<0.1	--	6.8	ND<0.1	--	20	19.9
Vanadium	2007/6010	0.05	NE	NE	ND<0.002	--	ND<0.002	ND<0.002	--	0.009	0.009
Zinc	2007/6010	5	0.123	NE	ND<0.002	--	0.003	ND<0.002	--	0.005	0.005
Other Analyses (mg/l)											
Alkalinity (CaCO3)	SM2320B				ND<20	--	48	ND<20	--	41	42
Ammonia as Nitrogen	S450NH3				ND<0.02	--	0.05	0.05	--	0.06	0.07
B.O.D./5 day	SM5210B				ND<4	--	ND<4	ND<4	--	ND<4	ND<4
C.O.D.	SM5220D				ND<10	--	ND<10	ND<10	--	15	21
Chloride	3000/9056				ND<3	--	ND<3	ND<3	--	ND<3	ND<3

TABLE I
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STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	EB-100611	TB-100611	202-NE ⁵	EB-101211	TB-101211	B302R-MW	B302R-MW
SAMPLING DATE					10/6/2011	10/6/2011	10/12/2011	10/12/2011	10/12/2011	10/11/2011	10/11/2011
COMMENTS					Field Blank	Tripl. Blank	Inactive	Field Blank	Tripl. Blank		Duplicate
WELL DEPTH (ft)							320			275	275
LOCATION							North Eagleville Rd.			B302R-MW	B302R-MW
Hardness (CaCO ₃)	300.0/9056				ND<0.1	--	48.5	ND<0.1	--	31.2	31.7
Nitrate as Nitrogen	300.0/9056				ND<0.05	--	ND<0.05	ND<0.05	--	0.08	0.08
Nitrite as Nitrogen	E36512				ND<0.01	--	ND<0.01	ND<0.01	--	ND<0.01	ND<0.01
Phosphorus as P	9010/9353				ND<0.01	--	0.02	ND<0.01	--	0.01	0.03
Sulfate	300.0/9056				ND<3	--	12	ND<3	--	33	33
Tot. Diss. Solids	SM2540C				11	--	81	ND<10	--	120	120
Tot. Org. Carbon	415.1/SW9060				ND<1	--	ND<1	ND<1	--	ND<1	ND<1
Total Suspended Solids	SM2540D				ND<5	--	ND<5	ND<5	--	ND<5	ND<5
Field Screening Data											
Turbidity (NTU)					--	--	1.0	--	--	3.6	--
Conductivity (uS/cm)					--	--	137	--	--	174	--
Dissolved Oxygen (ppm)					--	--	0.63	--	--	1.99	--
ORP (mV)					--	--	50	--	--	39	--
pH					--	--	8.05	--	--	9.08	--
Temperature (°C)					--	--	14.99	--	--	14.81	--

Notes and Abbreviations:

1. Samples were submitted to Phoenix Environmental Laboratories, Inc., Manchester, CT
2. RSR GA GPC: Connecticut Department of Environmental Protection (CTDEP) Remediation Standard Regulations (RSR) Groundwater Protection Criteria.
3. RSR SWPC: CTDEP RSR Surface Water Protection Criteria
4. RSR RVC: CTDEP RSR Residential Volatilization Criteria (1996). Proposed volatilization criteria has been removed from this table per CTDEP's directive issued 9 April 2010.
5. NE: RSR criteria not established
6. ND: compound not detected
7. Blank spaces, "--" or "NA" indicate compound not analyzed
8. uS/cm: microsiemens per centimeter.
9. ug/l: micrograms per liter, mg/l: milligrams per liter
10. NTU: Nephelometric Turbidity Units.
11. Methods are EPA unless otherwise specified.
12. Organic qualifier codes: (J): estimated result; (U): not detected above associated value
13. Inorganic qualifier codes: (U): not detected above associated value
14. Bold values exceed one or more of the RSRs

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SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
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SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	EB-1011-1	TB-1011-1	B401(MW)	B403(MW)	EB-1004-1	TB-1004-1
SAMPLING DATE					10/11/2011	10/11/2011	10/4/2011	10/4/2011	10/4/2011	10/4/2011
COMMENTS					Field Blank	Trip Blank			Field Blank	Trip Blank
WELL DEPTH (ft)							11.01	15.2		
LOCATION							B401(MW)	B403(MW)		
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)						
1,1-Dichloroethane	70	NE	NE	34,600	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2,4-Trichlorobenzene	70	NE	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichlorobenzene	600	170,000	30,500	30,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichloroethane	1	2,970	21	21	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,4-Dichlorobenzene	75	26,000	24,200	24,200	ND<0.5	ND<0.5	0.71	ND<0.5	ND<0.5	ND<0.5
Benzene	1	710	215	215	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Bromobenzene	NE	NE	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chlorobenzene	100	420,000	1,800	1,800	ND<0.5	ND<0.5	0.88	0.98	ND<0.5	ND<0.5
Chloroform	6	14,100	287	287	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
cis-1,2-Dichloroethane	70	NE	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Methylene chloride	5	48,000	50,000	50,000	ND<0.5	ND<0.5	ND<0.5	ND<0.5	0.53	ND<0.5
Tetrachloroethene	5	88	1500	1500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Toluene	1,000	4,000,000	23,500	23,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Trichloroethene	5	2,340	219	219	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Vinyl chloride	2	15,750	2	2	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Total Metals (mg/l)										
Aluminum	200.7/6010	NE	NE	NE	ND<0.01	--	0.055	ND<0.01	ND<0.01	--
Antimony	200.7/6010	0.006	86	NE	0.008	--	ND<0.005	ND<0.005	ND<0.005	--
Barium	6010/E200.7	1	NE	NE	ND<0.002	--	0.103	0.122	ND<0.002	--
Calcium	200.7/6010	NE	NE	NE	0.031	--	45.8	35.6	0.017	--
Copper	6010/E200.7	13	0.048	NE	0.012	--	0.001	0.001	ND<0.001	--
Iron	6010/E200.7	NE	NE	NE	ND<0.01	--	51.7	60.2	0.053	--
Magnesium	200.7/6010	NE	NE	NE	ND<0.01	--	6.69	7.32	ND<0.01	--
Manganese	200.7/6010	NE	NE	NE	ND<0.001	--	1.17	3.01	ND<0.001	--
Nickel	200.7/6010	0.1	0.88	NE	0.007	--	ND<0.001	ND<0.001	ND<0.001	--
Potassium	6010/E200.7	NE	NE	NE	ND<0.1	--	9	8.6	ND<0.1	--
Sodium	200.7/6010	NE	NE	NE	ND<0.1	--	11.6	27.4	ND<0.1	--
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	--	0.002	ND<0.002	ND<0.002	--
Zinc	200.7/6010	5	0.123	NE	0.015	--	ND<0.002	ND<0.002	ND<0.002	--
Other Analyses (mg/l)										
Alkalinity (CaCO3)	SM2320B	--	--	--	ND<20	--	207	149	ND<20	--
Ammonia as Nitrogen	SA500NH3	--	--	--	0.04	--	5.7	1.5	0.04	--
B.O.D. /5 day	SM5210B	--	--	--	ND<4	--	12	6.5	ND<4	--
C.O.D.	SM5220D	--	--	--	ND<10	--	39	17	ND<10	--
Chloride	300.0/9056	--	--	--	ND<3	--	12	40	ND<3	--

TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ⁴	EB-10411	TB-10411	B401 MW	B403 MW	EB-100411	TB-100411
SAMPLING DATE					10/11/2011	10/11/2011	10/4/2011	10/4/2011	10/4/2011	10/4/2011
COMMENTS					Field Blank	Tri Blank			Field Blank	Tri Blank
WELL DEPTH (ft)							11.01	15.2		
LOCATION							B401(MW)	B403(MW)		
Hardness (CaCO ₃)	300.0/9056				ND<0.1	--	142	119	ND<0.1	--
Nitrate as Nitrogen	300.0/9056				ND<0.05	--	ND<0.05	ND<0.05	ND<0.05	--
Nitrite as Nitrogen	E36512				ND<0.1	--	ND<0.01	ND<0.01	ND<0.01	--
Phosphorus as P	9010/3353				0.02	--	0.1	0.06	ND<0.01	--
Sulfate	300.0/9056				ND<3	--	32	66	ND<3	--
Tot Diss Solids	SM2540C				ND<10	--	290	330	ND<10	--
Tot Org Carbon	415.1/SW9060				ND<1	--	11	3.1	ND<1	--
Total Suspended Solids	SM2540B				ND<5	--	25	10	ND<5	--
Field Screening Data										
Turbidity (NTU)					--	--	1.4	0.7	--	--
Conductivity (uS/cm)					--	--	572	600	--	--
Dissolved Oxygen (ppm)					--	--	0.35	0.31	--	--
ORP (mV)					--	--	-122	-72	--	--
pH					--	--	6.03	6.13	--	--
Temperature (°C)					--	--	16.24	15.37	--	--

Notes and Abbreviations:

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4. RSR RVC: CTDEP RSR Residential Volatilization Criteria (1996). Proposed volatilization criteria has been removed from this table per CTDEP's directive issued 9 April 2010.
5. NE: RSR criteria not established
6. ND: compound not detected
7. Blank spaces, "--" or "NA" indicate compound not analyzed
8. uS/cm: microsiemens per centimeter.
9. ug/l: micrograms per liter, mg/l: milligrams per liter
10. NTU: Nephelometric Turbidity Units.
11. Methods are EPA unless otherwise specified.
12. Organic qualifier codes: (J): estimated result; (U): not detected above associated value
13. Inorganic qualifier codes: (U): not detected above associated value
14. Bold values exceed one or more of the RSRs

TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	B404(MW)	MW-3	MW-4	EB-100711	TB-100711	SW-A
SAMPLING DATE					10/7/2011	10/11/2011	10/7/2011	10/7/2011	10/7/2011	10/10/2011
COMMENTS								Field Blank	Trip Blank	Surface Water
WELL DEPTH (ft)					11.35	18.65	22.95			
LOCATION					B404(MW)	F Lot	F Lot			SW-A
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)						
1,1-Dichloroethane	70	NE	34,600	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2,4-Trichlorobenzene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichlorobenzene	600	170,000	30,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichloroethane	1	2,970	21	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,4-Dichlorobenzene	75	26,000	24,200	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Benzene	1	710	215	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Bromobenzene	NE	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chlorobenzene	100	420,000	1,800	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chloroform	6	14,100	287	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
cis-1,2-Dichloroethene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Methylene chloride	5	48,000	50,000	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Tetrachloroethene	5	88	1500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Toluene	1,000	4,000,000	23,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Trichloroethene	5	2,340	219	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Vinyl chloride	2	15,750	2	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Total Metals (mg/l)										
Aluminum	200.7/6010	NE	NE	NE	ND<0.01	ND<0.01	ND<0.01	ND<0.01	--	0.015
Antimony	200.7/6010	0.006	86	NE	ND<0.005	ND<0.005	ND<0.005	ND<0.005	--	ND<0.005
Barium	6010/E200.7	1	NE	NE	0.093	0.074	0.058	ND<0.002	--	0.024
Calcium	200.7/6010	NE	NE	NE	56.6	50.5	29.3	0.09	--	18.1
Copper	6010/E200.7	1.3	0.048	NE	ND<0.001	ND<0.001	0.003	ND<0.001	--	0.009
Iron	6010/E200.7	NE	NE	NE	2.35	11.3	0.029	ND<0.002	--	0.403
Magnesium	200.7/6010	NE	NE	NE	5.93	17.3	4.93	ND<0.01	--	5.33
Manganese	200.7/6010	NE	NE	NE	2.45	2.75	0.007	0.002	--	0.076
Nickel	200.7/6010	0.1	0.88	NE	0.002	0.003	0.005	ND<0.001	--	ND<0.001
Potassium	6010/E200.7	NE	NE	NE	7.6	10.2	6.9	ND<0.1	--	2.7
Sodium	200.7/6010	NE	NE	NE	9.9	84	125	0.1	--	17.9
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	ND<0.002	--	ND<0.002
Zinc	200.7/6010	5	0.123	NE	ND<0.002	0.021	0.003	ND<0.002	--	ND<0.002
Other Analyses (mg/l)										
Alkalinity (CaCO3)	SM2320B				133	106	88	ND<20	--	50
Ammonia as Nitrogen	S4500NH3				0.61	0.41	0.05	U 0.03	--	0.06
BOD 5 day	SM5210B				ND<4	ND<4	ND<4	ND<4	--	ND<4
COD	SM5220D				ND<10	28	ND<10	ND<10	--	ND<10
Chloride	300.0/9056				26	200	180	ND<3	--	35

TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	B404(MW)	MW-3	MW-4	EB-10711	EB-100711	SW-A
SAMPLING DATE					10/7/2011	10/11/2011	10/7/2011	10/7/2011	10/7/2011	10/10/2011
COMMENTS								Field Blank	Trip Blank	Surface Water
WELL DEPTH (ft.)					11.35	18.65	22.95			
LOCATION					B404(MW)	F Lot	F Lot			SW-A
Hardness (CaCO3)	300.0/9056				166	197	93.5	0.2	--	67.1
Nitrate as Nitrogen	300.0/9056				ND<0.05	0.22	5.6	ND<0.05	--	ND<0.05
Nitrite as Nitrogen	E365.2				ND<0.01	ND<0.01	ND<0.01	ND<0.01	--	ND<0.01
Phosphorus as P	9010/335.3				0.06	0.05	0.02	ND<0.01	--	0.03
Sulfate	300.0/9056				46	39	25	ND<3	--	11
Tot Diss Solids	SM2540C				260	530	440	ND<10	--	150
Tot Org Carbon	4151/SW9060				2.8	3.1	2.9	ND<1	--	5.1
Total Suspended Solids	SM2540D				ND<5	28	ND<5	ND<5	--	ND<5
Field Screening Data:										
Turbidity (NTU)					1.4	35.1	1	--	--	0.5
Conductivity (uS/cm)					460	977	890	--	--	234
Dissolved Oxygen (ppm)					0.74	0.29	2.72	--	--	7
ORP (mV)					-63	-13	128	--	--	176
pH					6.14	5.89	5.95	--	--	6.42
Temperature (°C)					17.06	20.01	20.51	--	--	18.32

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4. RSR RVC: CTDEP RSR Residential Volatilization Criteria (1996). Proposed volatilization criteria has been removed from this table per CTDEP's directive issued 9 April 2010.
5. NE: RSR criteria not established
6. ND: compound not detected
7. Blank spaces, "--" or "NA" indicate compound not analyzed
8. uS/cm: microsiemens per centimeter.
9. ug/l: micrograms per liter, mg/l: milligrams per liter
10. NTU: Nephelometric Turbidity Units.
11. Methods are EPA unless otherwise specified.
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TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	SW-B	SW-C	SW-D	SW-E	SW-F	TB-101014
SAMPLING DATE					10/10/2011	10/10/2011	10/10/2011	10/10/2011	10/10/2011	10/10/2011
COMMENTS					Surface Water	Inp:Blank				
WELL DEPTH(ft.)										
LOCATION					SW-B	SW-C	SW-D	SW-E	SW-F	
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)						
1,1-Dichloroethane	70	NE	34,600	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2,4-Trichlorobenzene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichlorobenzene	600	170,000	30,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichloroethane	1	2,970	21	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,4-Dichlorobenzene	75	26,000	24,200	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Benzene	1	710	215	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Bromobenzene	NE	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chlorobenzene	100	420,000	1,800	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chloroform	5	14,100	287	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
cis-1,2-Dichloroethene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Methylene chloride	5	48,000	50,000	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Tetrachloroethene	5	88	1500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Toluene	1,000	4,000,000	23,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Trichloroethene	5	2,340	219	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Vinyl chloride	2	15,750	2	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Total Metals (mg/l)										
Aluminum	2007/6010	NE	NE	NE	ND<0.01	0.042	ND<0.01	0.025	ND<0.01	--
Antimony	2007/6010	0.006	86	NE	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	--
Barium	6010/E2007	1	NE	NE	0.026	0.01	0.015	0.026	0.084	--
Calcium	2007/6010	NE	NE	NE	24.7	16.7	20.7	23.9	72.6	--
Copper	6010/E2007	1.3	0.048	NE	0.008	0.002	0.008	0.003	ND<0.001	--
Iron	6010/E2007	NE	NE	NE	0.493	0.303	0.04	1.85	1.99	--
Magnesium	2007/6010	NE	NE	NE	9.27	3.52	4.93	5.88	16.8	--
Manganese	2007/6010	NE	NE	NE	0.139	0.358	0.008	0.152	0.378	--
Nickel	2007/6010	0.1	0.88	NE	0.003	0.006	0.002	0.001	0.001	--
Potassium	6010/E2007	NE	NE	NE	3.3	3.8	2.8	2.8	7.4	--
Sodium	2007/6010	NE	NE	NE	18.8	11.2	11.2	24.8	116	--
Vanadium	2007/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	ND<0.002	ND<0.002	--
Zinc	2007/6010	5	0.123	NE	0.002	0.005	ND<0.002	0.004	0.004	--
Other Analyses (mg/l)										
Alkalinity (CaCO3)	SM2320B				25	32	35	41	98	--
Ammonia as Nitrogen	S4500NH3				0.06	0.05	0.04	0.1	0.17	--
B.O.D./5 day	SM5210B				ND<4	ND<4	ND<4	ND<4	ND<4	--
G.O.D./5 day	SM5220B				ND<10	ND<10	ND<10	10	10	--
Chloride	300.0/9056				79	13	21	59	240	--

TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	SW-B	SW-C	SW-D	SW-E	SW-F	FB-101011
SAMPLING DATE					10/10/2011	10/10/2011	10/10/2011	10/10/2011	10/10/2011	10/10/2011
COMMENTS					Surface Water	Trip Blank				
WELL DEPTH (ft)										
LOCATION#					SW-B	SW-C	SW-D	SW-E	SW-F	
Hardness (CaCO3)	300.0/9056				99.8	56.2	72	83.9	250	--
Nitrate as Nitrogen	300.0/9056				ND<0.05	ND<0.05	ND<0.05	ND<0.05	0.09	--
Nitrite as Nitrogen	E365-2				ND<0.01	ND<0.01	ND<0.01	ND<0.01	ND<0.01	--
Phosphorus as P	9010/3353				0.04	0.03	ND<0.01	0.06	ND<0.01	--
Sulfate	300.0/9056				12	31	26	15	23	--
Tot Diss Solids	SM2540C				230	120	140	210	690	--
Tot Org Carbon	415.1/SW9060				3.1	2.5	2.2	5.4	2.5	--
Total Suspended Solids	SM2540D				ND<5	5	ND<5	ND<5	5	--
Field Screening Data										
Turbidity (NTU)					0.2	3.0	0	7.9	0.5	--
Conductivity (uS/cm)					350	190	214	395	1140	--
Dissolved Oxygen (ppm)					7.88	6.7	8.62	6.64	9.3	--
ORP (mV)					187	182	171	72	-22	--
pH					6.44	6.54	6.48	5.91	6.4	--
Temperature (°C)					20.87	21.45	19.02	18.27	20.23	--

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4. RSR RVC: CTDEP RSR Residential Volatilization Criteria (1996). Proposed volatilization criteria has been removed from this table per CTDEP's directive issued 9 April 2010.
5. NE: RSR criteria not established
6. ND: compound not detected
7. Blank spaces, "--" or "NA" indicate compound not analyzed
8. uS/cm: microsiemens per centimeter.
9. ug/l: micrograms per liter, mg/l: milligrams per liter
10. NTU: Nephelometric Turbidity Units.
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SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	38-MWRD	41-MWRD	65-MWRD	202-SRD	206-SRD	211-SRD	TB-101311
SAMPLING DATE					10/13/2011	10/13/2011	10/13/2011	10/13/2011	10/13/2011	10/13/2011	10/13/2011
COMMENTS					Active	Active	Active	Active	Active	Active	Trp Blank
WELL DEPTH (ft.)					Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
LOCATION					Meadowood Road	Meadowood Road	Meadowood Road	Separatist Road	Separatist Road	Separatist Road	
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)							
1,1-Dichloroethane	70	NE	34,600	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2,4-Trichlorobenzene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichlorobenzene	600	170,000	30,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,2-Dichloroethane	1	2,970	21	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
1,4-Dichlorobenzene	75	26,000	24,200	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Benzene	1	710	215	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Bromobenzene	NE	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chlorobenzene	100	420,000	1,800	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Chloroform	6	14,100	287	ND<1	ND<1	ND<1	ND<1	ND<1	ND<1	ND<1	ND<1
cis-1,2-Dichloroethene	70	NE	NE	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Methylene chloride	5	48,000	50,000	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Tetrachloroethene	5	88	1500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Toluene	1,000	4,000,000	23,500	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Trichloroethene	5	2,340	219	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Vinyl chloride	2	15,750	2	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5	ND<0.5
Total Metals (mg/l)											
Aluminum	200.7/6010	NE	NE	NE	ND<0.01	ND<0.01	ND<0.01	ND<0.01	ND<0.01	ND<0.01	--
Antimony	200.7/6010	0.006	86	NE	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	--
Barium	6010/E2007	1	NE	NE	0.013	ND<0.002	0.015	0.008	0.002	0.011	--
Calcium	200.7/6010	NE	NE	NE	40.7	19	20.5	24.7	36.9	33.6	--
Copper	6010/E2007	1.3	0.048	NE	0.003	ND<0.001	0.21	0.026	0.012	0.021	--
Iron	6010/E2007	NE	NE	NE	0.096	0.156	0.063	0.086	0.025	ND<0.01	--
Magnesium	200.7/6010	NE	NE	NE	6.93	3.27	6.63	5.5	5.84	7.27	--
Manganese	200.7/6010	NE	NE	NE	0.486	0.123	ND<0.001	ND<0.001	ND<0.001	0.004	--
Nickel	200.7/6010	0.1	0.88	NE	ND<0.001	ND<0.001	0.002	ND<0.001	ND<0.001	ND<0.001	--
Potassium	6010/E2007	NE	NE	NE	2	1.3	2.9	2.6	4.9	3.7	--
Sodium	200.7/6010	NE	NE	NE	8.3	6.3	24.8	7.4	10.5	12	--
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	0.002	0.002	ND<0.002	--
Zinc	200.7/6010	5	0.423	NE	ND<0.002	ND<0.002	0.006	0.013	0.006	0.011	--
Other Analyses (mg/l)											
Alkalinity (CaCO3)	SM2320B				116	56	60	62	85	76	--
Ammonia as Nitrogen	SM4500NH3				0.25	0.51	0.07	0.06	0.04	0.06	--
B.O.D./5' day	SM5210B				ND<4	ND<4	ND<4	ND<4	ND<4	ND<4	--
C.O.D.	SM5220D				ND<10	ND<10	ND<10	ND<10	ND<10	ND<10	--
Chloride	300.0/9056				17	7	27	18	26	35	--

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TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
STORRS, CONNECTICUT

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	38-MWRD	41-MWRD	65-MWRD	202-SRD	206-SRD	211-SRD	TB-101311
SAMPLING DATE					10/13/2011	10/13/2011	10/13/2011	10/13/2011	10/13/2011	10/13/2011	10/13/2011
COMMENTS					Active	Active	Active	Active	Active	Active	Tripl/Blank
WELL DEPTH (ft)					Unknown	Unknown	Unknown	Unknown	Unknown	Unknown	
LOCATION					Meadowood Road	Meadowood Road	Meadowood Road	Separatist Road	Separatist Road	Separatist Road	
Hardness (CaCO ₃)	900.0/9056				130	60.9	78.5	84.3	116	114	--
Nitrate as Nitrogen	300.0/9056				ND<0.05	ND<0.05	6.2	0.55	2.5	2.7	--
Nitrite as Nitrogen	E365.2				ND<0.1	ND<0.1	ND<0.1	ND<0.1	ND<0.1	ND<0.1	--
Phosphorus as P	9010/335.3				0.04	ND<0.01	ND<0.01	ND<0.01	0.03	ND<0.01	--
Sulfate	300.0/9056				22	12	21	15	18	17	--
Total Diss. Solids	SM2540C				210	100	190	150	200	210	--
Total Org. Carbon	415.1/SW9060				ND<1	ND<1	ND<1	ND<1	ND<1	ND<1	--
Total Suspended Solids	SM2540D				ND<5	ND<5	ND<5	ND<5	ND<5	ND<5	--
Field Screening Data											--
Turbidity (NTU)					0	0.3	0.4	1	0	0	--
Conductivity (uS/cm)					333	169	327	235	376	351	--
Dissolved Oxygen (ppm)					8.05	8.64	7.08	6.78	7.19	6.73	--
ORP (mV)					89	14	199	150	208	161	--
pH					6.88	7.31	6.06	7.14	6.03	6.82	--
Temperature (°C)					13.71	13.56	14.19	14.36	14.36	18.68	--

Notes and Abbreviations:

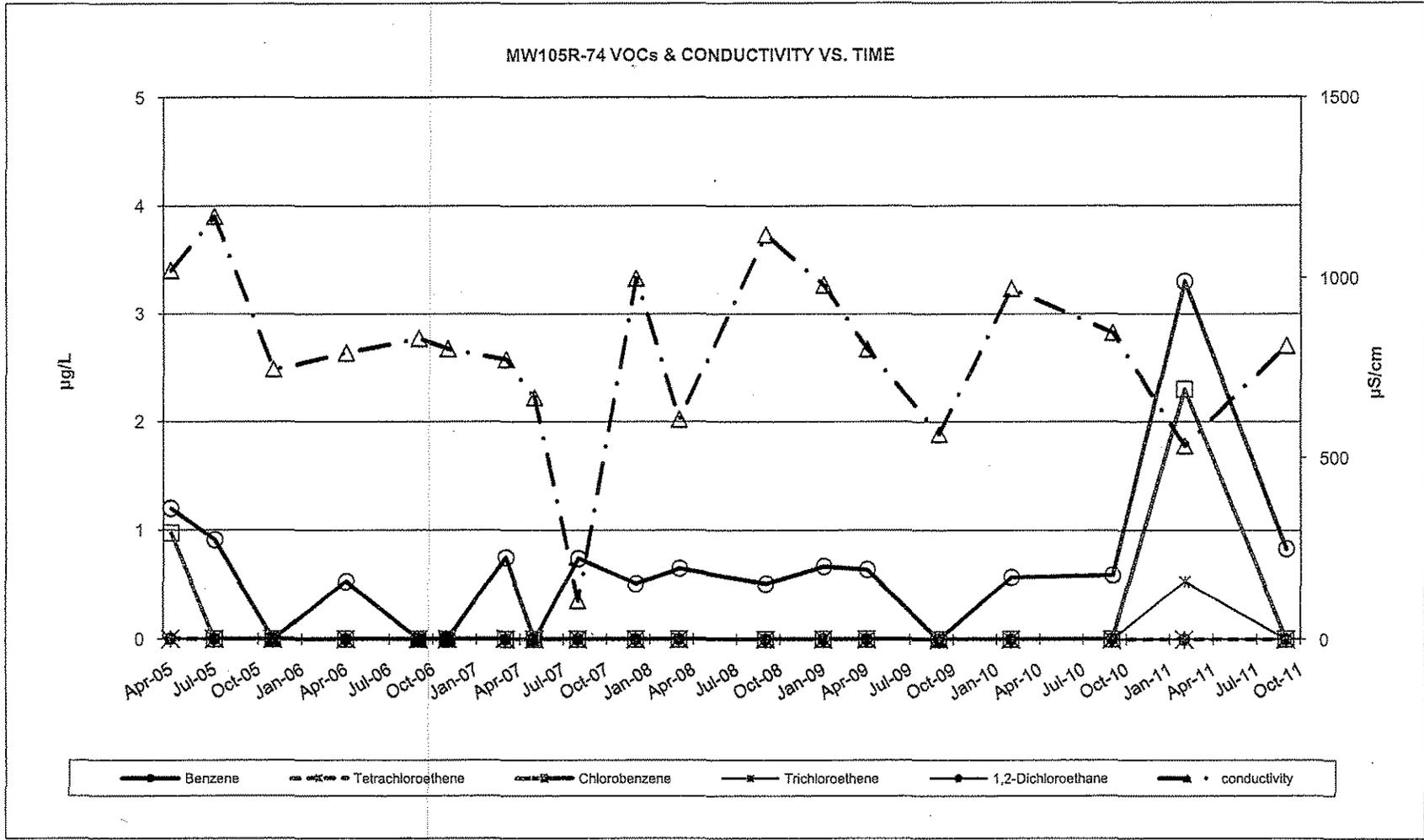
1. Samples were submitted to Phoenix Environmental Laboratories, Inc., Manchester, CT
2. RSR GA GPC: Connecticut Department of Environmental Protection (CTDEP) Remediation Standard Regulations (RSR) Groundwater Protection Criteria.
3. RSR SWPC: CTDEP RSR Surface Water Protection Criteria
4. RSR RVC: CTDEP RSR Residential Volatilization Criteria (1996). Proposed volatilization criteria has been removed from this table per CTDEP's directive issued 9 April 2010.
5. NE: RSR criteria not established
6. ND: compound not detected
7. Blank spaces, "-" or "NA" indicate compound not analyzed
8. uS/cm: microsiemens per centimeter.
9. ug/l: micrograms per liter, mg/l: milligrams per liter
10. NTU: Nephelometric Turbidity Units.
11. Methods are EPA unless otherwise specified.
12. Organic qualifier codes: (J): estimated result; (U): not detected above associated value
13. Inorganic qualifier codes: (U): not detected above associated value
14. Bold values exceed one or more of the RSRs

APPENDIX A

VOC Concentrations & Conductivity vs. Time Plots

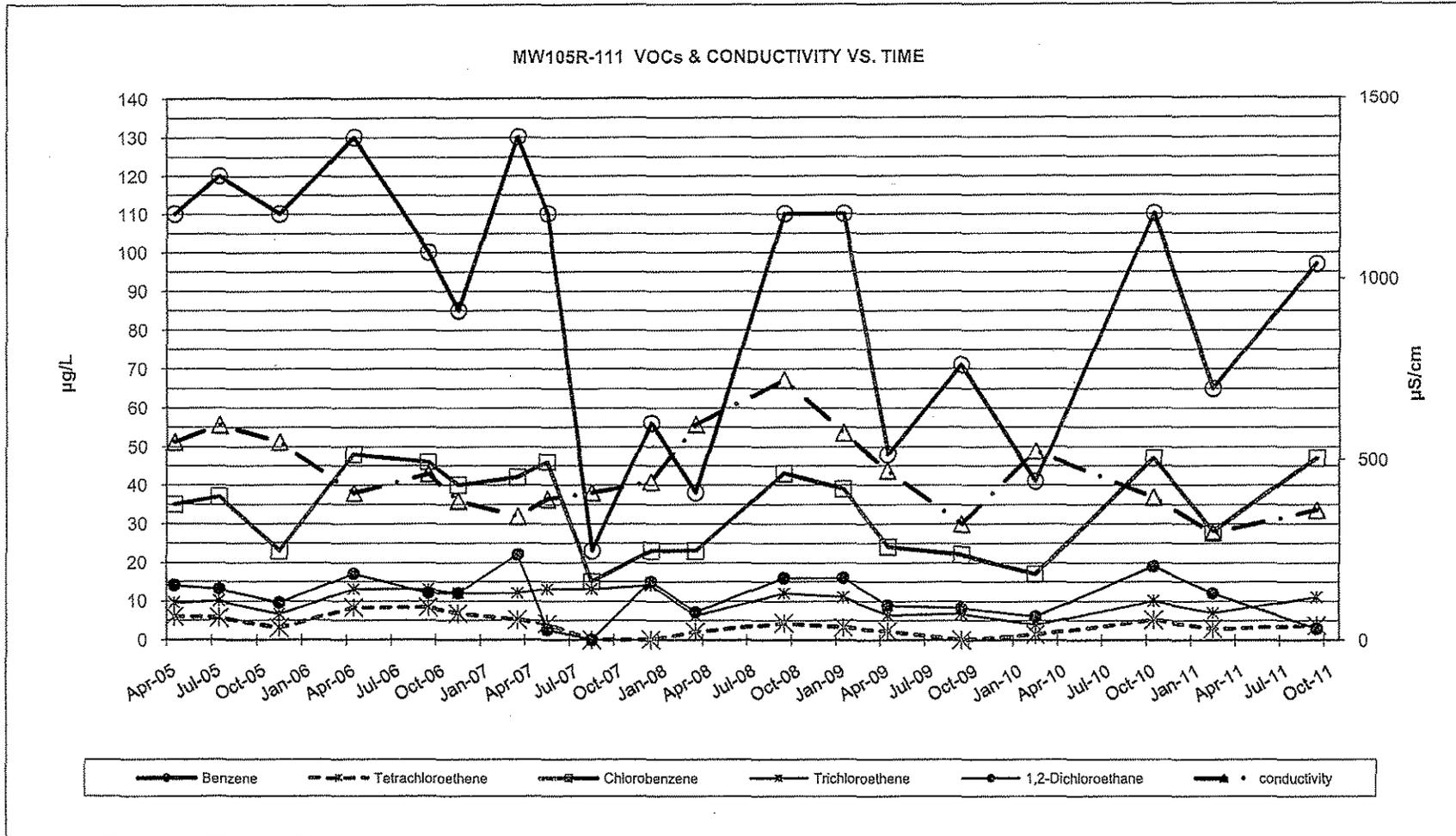
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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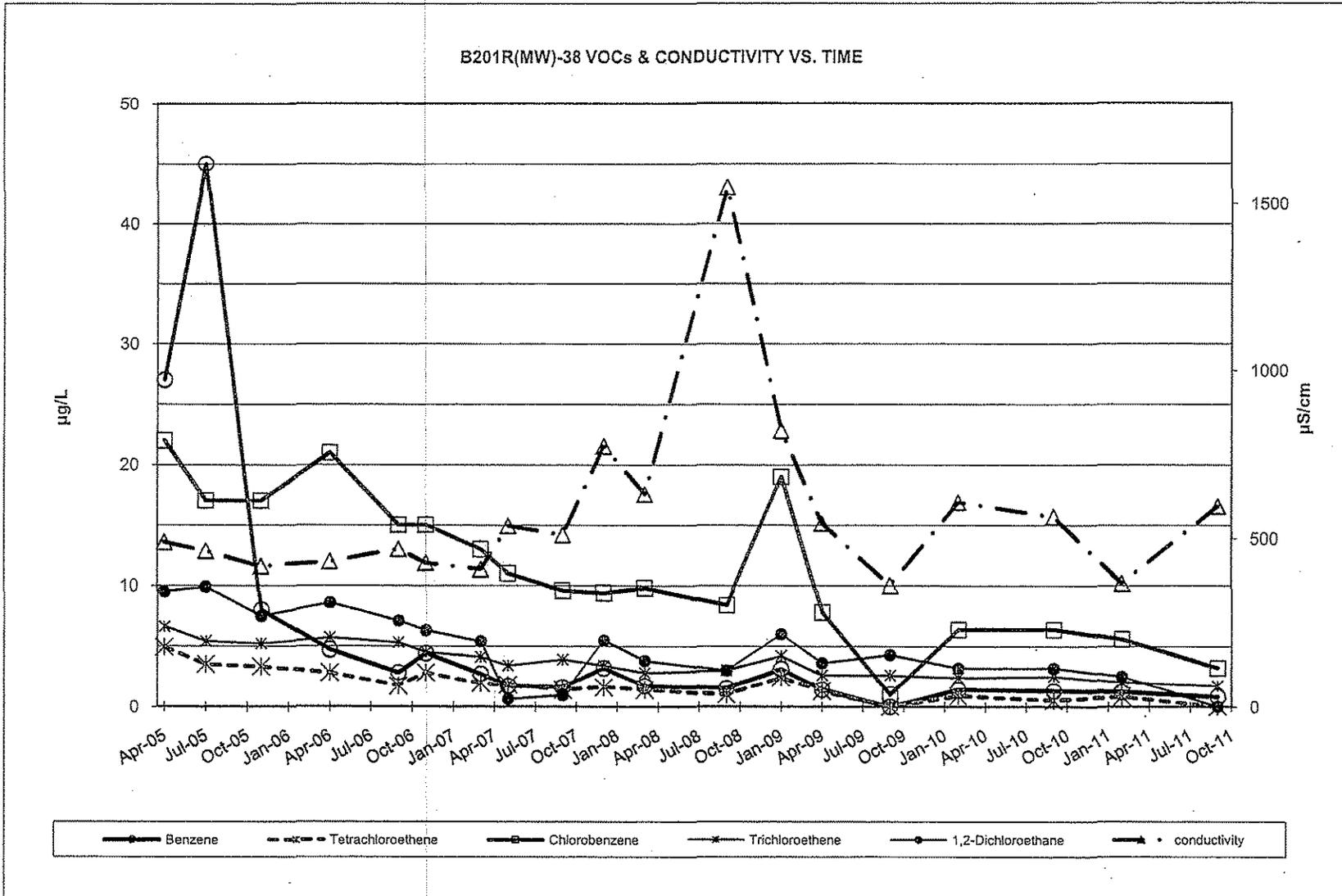
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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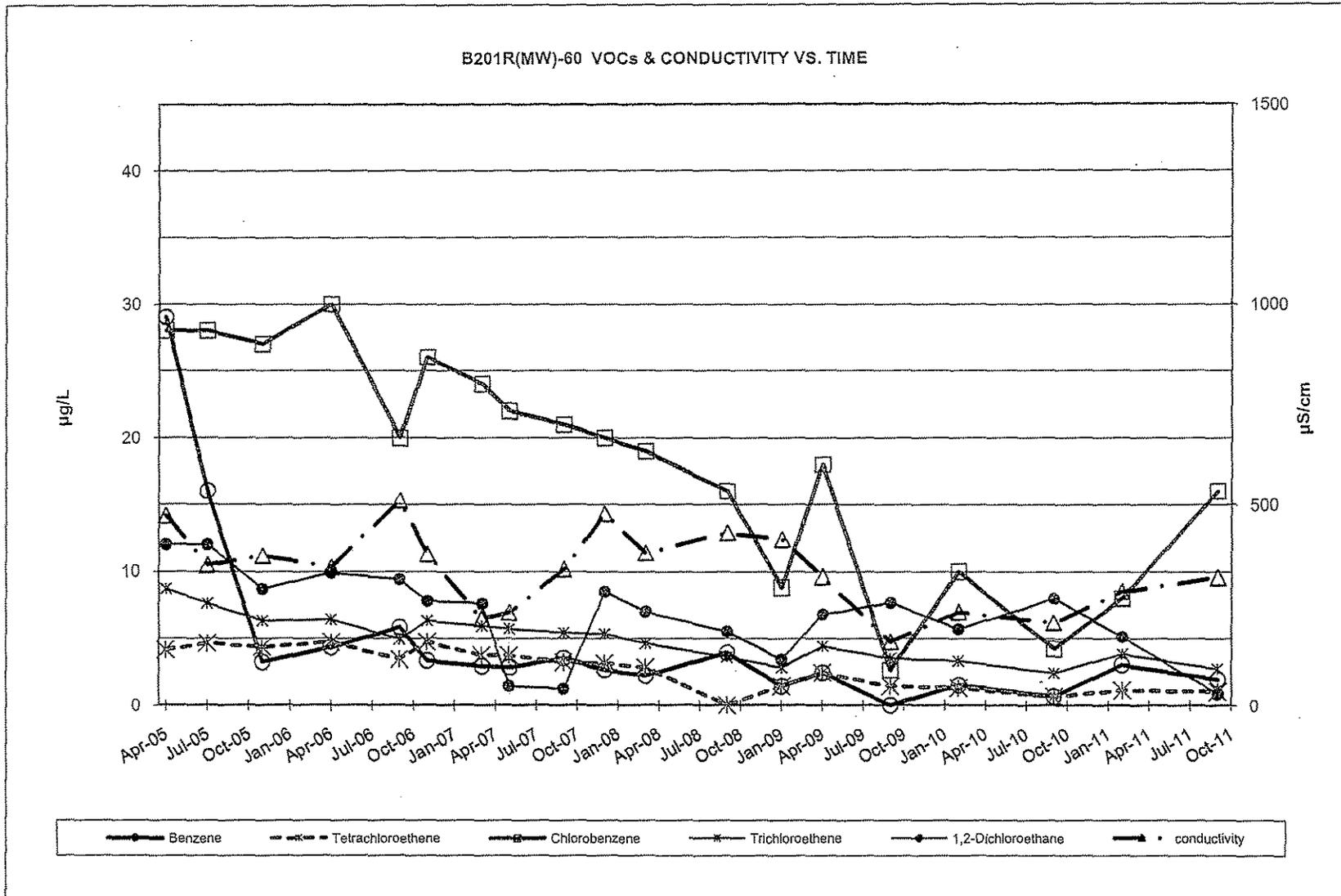


LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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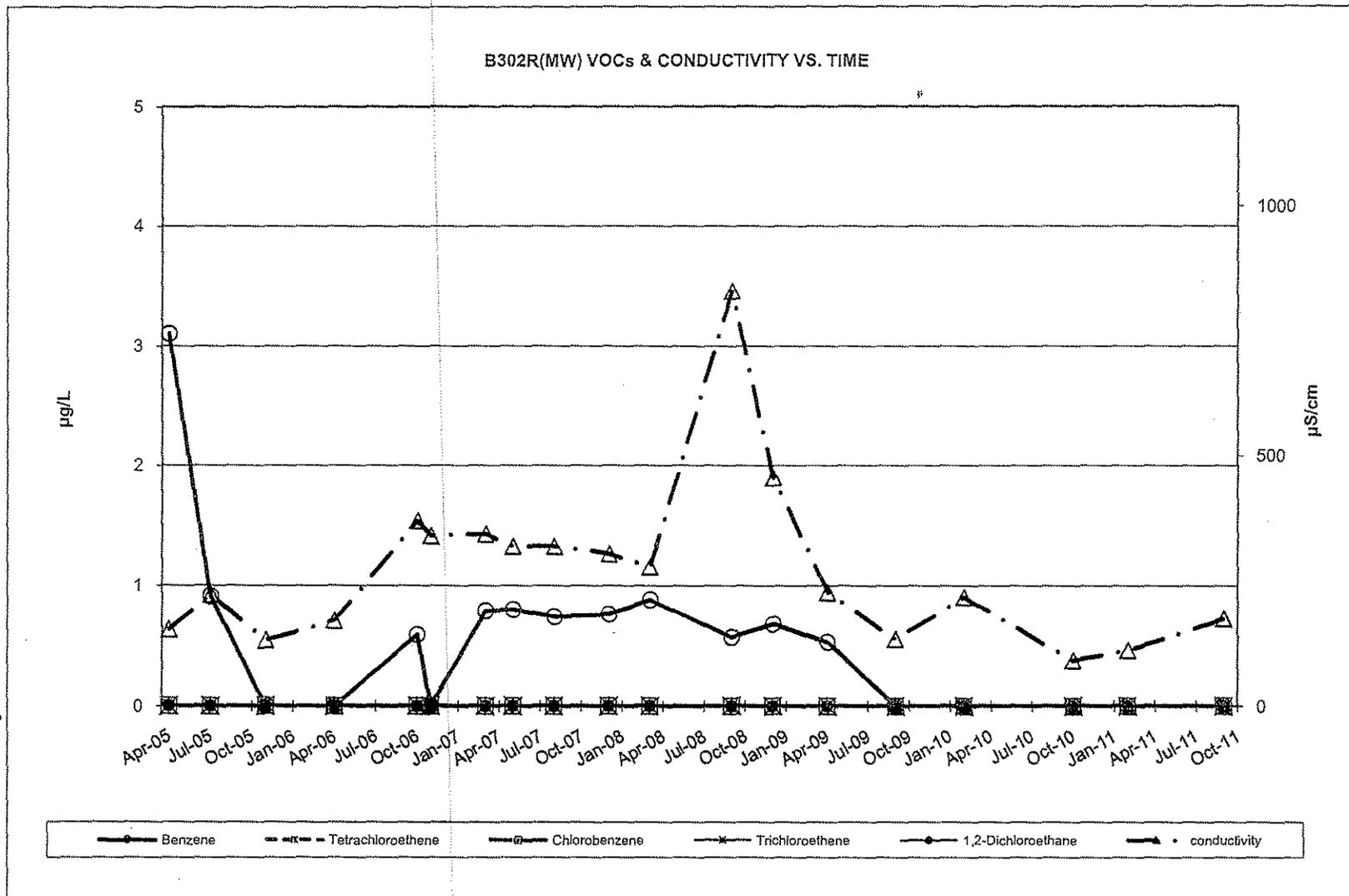


LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

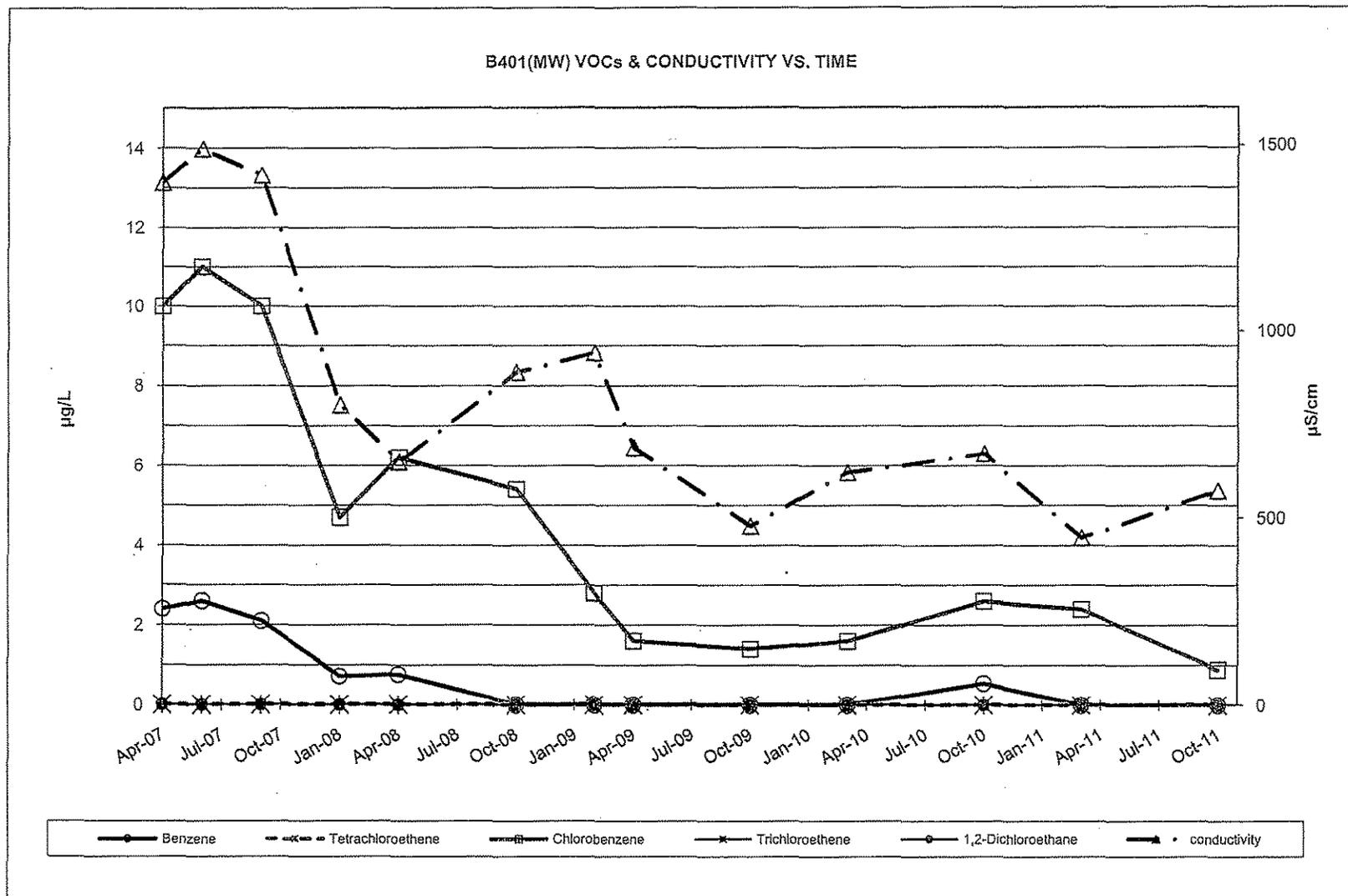


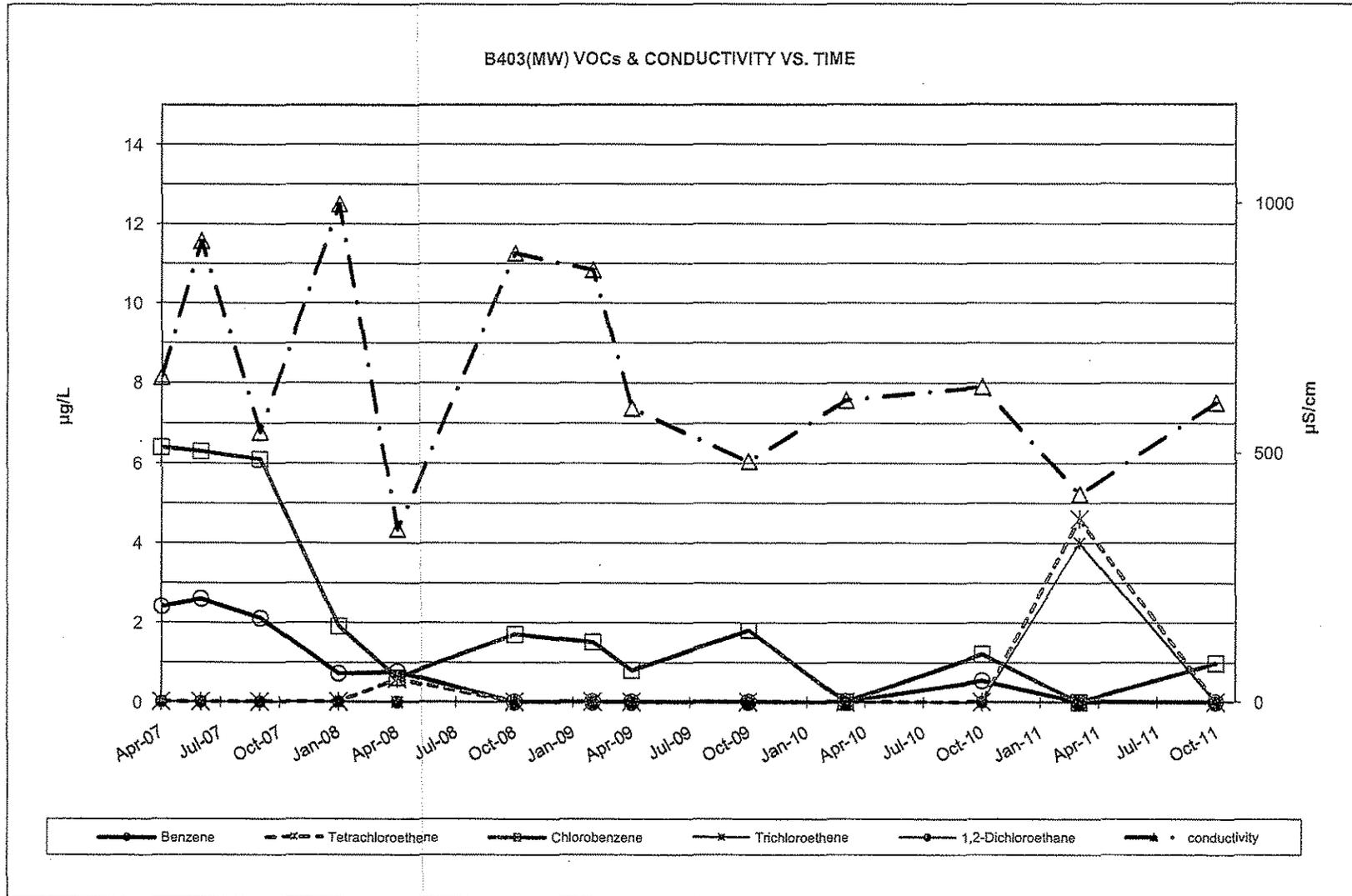
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LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT



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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to the Town Manager; Jennifer Kaufman,
Parks/Sustainability Coordinator
Date: December 12, 2011
Re: Presentation: Natchaug River Basin Conservation Compact

Subject Matter/Background

In April of this year, Mansfield joined the Natchaug River Basin Conservation Compact along with the towns of Ashford, Chaplin, Hampton, Union, Willington, Windham and Woodstock.

At Monday's Council meeting, Holly Drinkuth of the Nature Conservancy and other officials will officially thank the Town Council for authorizing Mansfield to enter into the agreement. This recognition event will include a 10-minute video promoting the basin and the compact.

Attachments

- 1) Natchaug River Basin Conservation Compact

The Natchaug River Basin Conservation Compact

We, the undersigned chief elected officials, on behalf of our municipalities, recognize that:

1. The sparkling rivers and expansive forests of the Natchaug River Basin are a treasure in The Last Green Valley, respected and valued by people within the basin and beyond. Towns in the watershed share a common interest in working to preserve the quality of the streams, their interconnected corridors and natural areas, and the basin that encompasses them;
2. The Fenton, Mount Hope and Natchaug Rivers and their tributaries are officially designated state greenways of Connecticut, identified by the watershed communities for their natural, historic and cultural importance;
3. The basin contains a rich diversity of plants and animals in its forests and streams and supplies drinking water to over 65,000 people. The Natchaug River is recognized for its outstanding water quality and the basin contributes remarkably clean water downstream through the Shetucket and Thames Rivers to Long Island Sound; and
4. The ecological health of the watershed is vital to the economic livelihood, physical and social well-being of those who live in, work in and visit our communities. It determines the quality of our drinking water, enhances property values, provides protection from storms and floods, offers recreation and education opportunities, and is integral to sustaining our quality of life.

Furthermore, we understand that:

1. Management of land and water uses throughout the basin is key to sustaining watershed health. Therefore, municipal policies that support wise land use decisions and best management practices are essential;
2. Clean air and water, flood security and ample recreational opportunities provided by a well managed watershed are essential for maintaining public health and welfare; and
3. A healthy watershed ecosystem is consistent with each municipality's goals of promoting a vibrant community, preserving town character, fostering ecological integrity, maintaining public health and safety and nurturing sustainable economic growth.

Therefore, the towns of the Natchaug River Basin enter into this voluntary compact that acknowledges their commitment to work cooperatively to balance conservation and growth by:

1. Protecting and restoring the natural resources of the watershed;
2. Reviewing land use regulations and municipal practices and adapting them to be compatible with the goals of this conservation compact;
3. Supporting efforts to link and maintain ecologically viable habitats and rural landscapes; and
4. Ensuring the long-term environmental health, vitality and security of the watershed to enhance the social and economic strength of our communities.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Kevin Grunwald, Director of Human Services
Date: December 12, 2011
Re: Presentation: Community Playground

Subject Matter/Background

Mansfield Advocates of Children (MAC) has undertaken an initiative to build a community playground to improve community connectedness and to enhance opportunities for physical activity for young children. Sara Anderson, a member of MAC, has agreed to head a committee charged with building the playground, and the committee has been meeting since February of this year. The committee has selected Leathers & Associates as a playground design firm to assist in this project. MAC's goal for the project is not just to build a playground, but to help build our community. Hundreds of volunteers of all ages and abilities will be needed to advertise, fundraise, and construct this playground. This experience is designed to bring our community together and to build lasting relationships.

The committee initially explored space for the playground at the Storrs Downtown site. When this site was determined not practical the group turned to Parks and Recreation staff to discuss the possibility of locating the playground next to the Mansfield Community Center. Staff has proposed some options near the Community Center, which include land currently under the Town's control as well as university property adjacent to the site. A survey will be required to better explore these options.

Financial Impact

Utilizing funds from the Town's Discovery grant, MAC has paid a retainer to Leathers & Associates to begin the community planning process. One of MAC's goals is for the playground construction to be fully funded by donations, and to ask the Town to complete the site work using municipal resources.

Recommendation

MAC has requested time on the Town Council's agenda to present the concept of a community playground and to seek input from the Council. MAC would need Council authorization to locate the project on Town property or to expend municipal funds to acquire or access another site.

Attachments

- 1) Leathers & Associates: Why Community Built?

Why Community Built? (From leathersassociates.com)

Here are 9 reasons why community built builds better playgrounds and better communities!

Community

- Everyone (children, teens and adults) is involved in the design.
- The hundreds of people who take part find that they've gained an empowering sense of accomplishment, strong new friendships, and shared community pride.
- Our projects build bridges between community members who seldom interact.
- This exceptional experience strengthens your community.

Design, Innovation, and Flexibility

- Our designs are custom, one-of-a-kind, and unique to each community.
- Designs can incorporate local history, educational components, waterplay, and shade structures.
- We'll suggest innovative ways to make sure your playground encourages full participation by children of all abilities.
- Community-built structures are educational centers for all ages. They make learning and playing fun.

Accessibility

- We provide play opportunities for children of all abilities. We integrate accessible elements throughout the structure to encourage shoulder-to-shoulder play.
- Not all children with disabilities are wheelchair-bound: we have worked with schools for hearing-impaired and blind children as well as medically fragile children requiring close supervision.
- We comply with ADA Accessibility

Quality Materials

- Our projects are built with a combination of a plastic composite (handrails, balusters, and decking) and either structural plastic or environmentally safe pressure treated lumber for support.
- All of the hardware has high quality exterior coatings.

- Safety surfacing meets ASTM standards for impact attenuation (ASTM F1292) and accessibility (ASTM F1951).
- When using wood, we apply a high-quality nontoxic sealer during construction, which helps keep the moisture content consistent in the wood.
- Balusters may be built with metal pipe for a higher level of visibility.

Experience

- We have completed more than 2,500 projects over the past 40 years.
- There are Leathers playgrounds in all 50 states and 7 other countries.
- We coordinate the efforts of hundreds of volunteers at any one time.

Cost

- You'll save money by using volunteer labor and donated materials.
- Leathers can tailor your project to fit your budget.
- The commercial value of your playground will be two to three times the actual cost.

Safety

- The safety of children is our first and foremost concern.
- Our designers, project managers, and consultants are Certified Playground Safety Inspectors.
- All designs are carefully developed, drawn, and built to conform with all current safety guidelines (ASTM F1487, CPSC Pub. No. 325) and to fit site and utility requirements.

A Long-Lasting Structure

- A properly maintained playground will last for 25 years.
- Our in-house maintenance team is available by phone for the life of your project.
- We provide extensive maintenance information and a Long-Term Care Guide.
- We send semi-annual newsletters to all of our past and present clients.

Service

- Our staff will provide unsurpassed personal attention and guidance.
- We offer unlimited telephone and email support.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works
Date: December 12, 2011
Re: ConnDOT Construction Agreement for the Laurel Lane Bridge

Subject Matter/Background

As you know, Mansfield has received a grant to replace the Laurel Lane bridge and the Town has authorized its own bond funds to provide the 20% local match. We are nearing the completion of design and now need to execute the construction agreement with the Connecticut Department of Transportation (ConnDOT) to provide grant funds for the bridge's construction.

Financial Impact

At the November 2010 bond referendum the Town received authorization to fund the local match for this project (estimated at \$282,560). As with other local bridges, the Town will need to expend its own funds to maintain the bridge following construction.

Legal Review

Staff has not requested a separate review of the agreement, as the document is standard ConnDOT issue similar to what the Town has executed for all of our federally funded, highway-related projects.

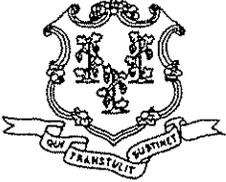
Recommendation

Staff recommends that the Council authorize me to execute the agreement with ConnDOT to access grant funds for the construction of this project. The resolution (in suggested ConnDOT format) is as follows:

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is, authorized to sign the agreement entitled: *Agreement between the State of Connecticut and the Town of Mansfield for the Construction, Inspection and Maintenance for the Replacement of the Laurel Lane Bridge (Bridge No. 05366) over the Mount Hope River Utilizing Federal Funds from the Highway Bridge Program.*

Attachments

- 1) ConnDOT transmittal letter & Execution Guide
- 2) Agreement for Federal-Aid Project No. 6077(008)



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone:

November 21, 2011

Mr. Lon R. Hultgren, P.E.
Director of Public Works
Town of Mansfield
4 South Eagleville Road
Mansfield, Connecticut 06268-2599

Dear Mr. Hultgren:

Subject: State Project No. 77-214
Replacement of the Laurel Lane Bridge
State/Town Agreement

Enclosed for execution and return are two copies of the State/Town Agreement for financial assistance for the construction of your project for the replacement of the Laurel Lane Bridge over the Mt. Hope River. Also enclosed is an outline guide to the steps for the signing and return of the Agreement and a sample resolution authorizing the signature of the Agreement.

This Agreement updates the Agreement sent to you in August, but never executed.

When completed by the Town of Mansfield, please return both originals of this Agreement and the resolution authorizing the Town Manager's signature to:

Mr. Ewald Walz, P.E.
Project Manager
Close, Jensen and Miller, P.C.
1137 Silas Deane Highway
Wethersfield, Connecticut 06109

An original copy of the completed Agreement will be returned to the Town when signed by the State authorities.

If you have a question on this matter, please contact Mr. Tim Timberman or Mr. Ewald Walz of Close, Jensen and Miller at (860) 563-9375.

Very truly yours,


Louis D. Bacho, P.E.
Transportation Supervising Engineer
Bureau of Engineering and Construction

Enclosures

GUIDE

EXECUTION OF THE STATE/TOWN GRANT AGREEMENT

For the Replacement of the Laurel Lane Bridge Mansfield, Connecticut

1. AUTHORIZING RESOLUTION:

The Resolution authorizing the Town Manager by name and title to sign the Agreement is needed. Please see that the Town Manager's name appears on the Resolution as it is on the preamble and signatory pages. The Resolution must be signed (certified) by the Town Clerk and embossed with the Town seal.

The Resolution, of course, must predate the Town Manager's signature on the Agreement.

2. AGREEMENT:

- a. The Town Manager's signature and those of two witnesses should be affixed to both copies of the Agreement.
- b. The witnesses should sign in the same order on the two original copies. Please type their names beneath their signatures.
- c. Please emboss the Town seal on the signatory pages, near the Town Manager's signature.

3. RETURN:

When the two copies of the Agreement are completed, please return both original copies and at least one copy of the sealed Resolution to:

Mr. Ewald Walz, P.E.
Project Manager
Close, Jensen and Miller, P.C.
1137 Silas Deane Highway
Wethersfield, CT 06109

4. One original copy of the Agreement will be returned to you when completed by the State.
5. If you have any questions, please call Mr. Ewald Walz or Mr. Tim Timberman of Close, Jensen and Miller, P.C., (860) 563-9375.

**AGREEMENT
BETWEEN
THE STATE OF CONNECTICUT
AND
THE TOWN OF MANSFIELD
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE
FOR THE REPLACEMENT OF
THE LAUREL LANE BRIDGE (BRIDGE NO. 05366)
OVER THE MOUNT HOPE RIVER
UTILIZING FEDERAL FUNDS
FROM THE HIGHWAY BRIDGE PROGRAM**

State Project No. 77-214

Federal-Aid Project No. 6077(008)

THIS AGREEMENT, concluded at Newington, Connecticut, this _____ day of _____, 20____, by and between the State of Connecticut, Department of Transportation, James Redeker, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State," and the Town of Mansfield, Audrey P. Beck Municipal Building, 4 South Eagleville Road, Mansfield, Connecticut 06268, acting herein by Matthew W. Hart, its Town Manager, hereunto duly authorized, hereinafter referred to as the "Municipality", said State and Municipality hereinafter collectively referred to as the "Parties."

WITNESSETH, THAT,

WHEREAS, the required contract plans, specifications and estimates have been prepared for the replacement of the Laurel Lane Bridge over the Mount Hope River in the Town of Mansfield; and

WHEREAS, the proposed improvements include, but are not limited to, the replacement of the structure and roadway improvements to the bridge approaches, herein identified as State Project No. 77-214 and Federal-aid Project No. 6077(008), hereinafter referred to as the "Project"; and

WHEREAS, the Municipality shall be responsible for the construction phase of the Project, which includes, but is not limited to, administration, inspection, and construction engineering services in conjunction therewith; and

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

WHEREAS, under SAFETEA-LU, the Highway Bridge Program (HBP) provides funding for improvement of highway bridges through replacement, rehabilitation and systematic preventive maintenance; and

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

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, FOR GOOD AND OTHER VALUABLE CONSIDERATION:
THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION I. DEFINITIONS:

The following definitions shall apply to this Agreement:

"Claims" means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

"Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

"State" means the State of Connecticut, including the Department of Transportation ("Department") and any office, department, board, council, commission, institution or other agency or entity of the State.

"Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity or oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

"Project" means certain improvements to be made to the Laurel Lane Bridge, which include, but are not limited to, the replacement of the Laurel Lane Bridge and roadway construction related to the bridge approaches.

SECTION II. MUNICIPALITY AND STATE PROJECT RESPONSIBILITIES:

THE MUNICIPALITY SHALL:

1. Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

2.(a) **This paragraph applies if the Project involves an eligible urban program roadway or facility.** In accordance with Section 13a-98f of the General Statutes of Connecticut, as revised, "issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility as is deemed necessary by the municipality,"..."provided the cost of readjusting, relocating or removing any municipally-owned utility facility shall be apportioned on the same basis as the cost of constructing such roadway or facility,..." located within the municipal right-of-way, and the Municipality shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

2.(b) **This paragraph applies if the Project does not involve an eligible urban program roadway or facility.** Issue an appropriate order to any utility to readjust or relocate in or remove its utility facility located within the municipal right-of-way and shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order, at no cost to the State.

Any delays resulting in charges or claims by the Municipality's Prime Contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibilities, as outlined in the first paragraphs of this Section II, Articles 2(a) and 2(b), shall become the responsibility of the Municipality.

3. Incorporate, if applicable, the "Special Provisions, Disadvantaged Business Enterprises" requirements, set forth in Exhibit A, Schedule 1 (attached herewith), dated February 26, 2009, as may be revised from time to time, as a material term of any contract or agreement the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goals established by the State for the Project in any contract and/or agreement it enters into with its Prime Contractor, and, if applicable, its Inspection Consultant.

4. Upon written approvals by the State separate from this Agreement, advertise, receive bids, award a contract, make payments to a contractor and administer construction activities associated with the Project.

5. Obtain bids for all Project items to be supplied or constructed by the Municipality's Prime Contractor utilizing a bidding procedure, which must be in compliance with Federal requirements (Title 23, Chapter I, Part 635) and must be reviewed and approved by the State prior to advertisement of the Project. The Municipality shall comply with and include the following documents as a part of its Project bid documents and its contract for the Project:

- (a) The "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction - Form 816" ("Form 816"), as may be amended from time to time;

- (b) Any Supplemental Specification(s) to Form 816;
- (c) "Required Contract Provisions Federal-aid Construction Contracts" (Form FHWA-1273), set forth in Exhibit A, Schedule 2 (attached herewith), as may be revised from time to time; and
- (d) "Connecticut Required Contract/Agreement Provisions" and attachments thereto, as may be amended from time to time.

6. Obtain the Bid, Performance and Payment Bonds in accordance with Form 816. The Municipality shall analyze all bids, submit a bid summary, including the non-collusion affidavits that the Municipality has received, and any other applicable bid submission requirements pursuant to the Specifications, and, in writing, request the State's approval to award the Project to the lowest responsible bidder. The Municipality shall receive in writing, and review to ensure that the following pre-award documents are acceptable prior to the award of the contract to the lowest responsible bidder:

- (a) Disadvantaged Business Enterprises documentation is in order;
- (b) A schedule of progress or time chart for the Project has been developed by the Prime Contractor and submitted in writing to the Municipality;
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the construction phase of the Project has been furnished. In conjunction therewith, the "Anticipated Source of Material – CON-83" form will be provided by the State; and
- (d) After verification by the Municipality, the State shall affirm in writing that the affirmative action and pre-award requirements (indicated in this Article 6, Subparagraphs (a) and (c) herein) have been complied with.

7. Make no change which will increase the cost of the Project or alter the character or scope of work without prior State approval. In addition, the Municipality shall not grant any contract time extensions without advance State approval.

8. Notify the State as to the commencement of the Project's construction activities via the "CON-100M" Form, set forth in Exhibit A, Schedule 3 (attached herewith). Failure to properly file this form with the State shall jeopardize the Federal share of the funding for the Project and shall result in the Municipality being responsible for all Project costs.

9. Provide administration, inspection, field density testing and construction engineering services during the construction phase of the Project. The construction engineering services may include, but not be limited to, consultation, advice, visits to the work site, design services as may be required, and the review and approval of all shop details and construction drawings received from the Prime Contractor. The Municipality shall also submit to the State for review and approval, the name(s) and qualifications of the Municipality's individual(s) responsible for the administration and inspection of the Project prior to advertising the Project.

10. Prepare and submit to the State for review, any proposed agreements or contracts in conjunction with the Project between the Municipality and consultants and/or contractors to affirm compliance with State and Federal requirements as well as to obtain written approval as to form and content of said documents prior to the Municipality's execution thereof. In addition, all extra work claims submitted by consultants and/or contractors to the Municipality must be approved, in writing, by the State prior to the Municipality granting said consultants and/or contractors authorization to proceed.

No reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval of same.

The Municipality hereby acknowledges and agrees to comply with the guidelines set forth in Exhibit A, Schedule 4 (attached herewith), Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants, and Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, set forth in Exhibit A, Schedule 5 (attached herewith).

The Municipality shall ensure that all parties involved in the Project are in compliance with audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

11. Perform the functions and operations described in the following Connecticut Department of Transportation publications and federal regulations; "Construction Manual, January 2011"; "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers, August 2008"; "Municipality Manual, July 2008"; "Pamphlet for Monitoring Performance and Payment Requests for Consultants, June 1994"; "QA Program for Materials, Acceptance and Assurance Testing Policies and Procedures, July 2009"; "Public Service Facility Policy and Procedures for Highways in Connecticut, November 2008"; and "Utility Accommodation Manual, February 2009"; "Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B," April 1, 1996; and all revisions and supplements thereto. The performance of these functions and operations shall be in accordance with the policies and procedures of the State set forth in the documents enumerated in this Section II, Article 11, Subparagraph (11)(c) herein, which may be amended by the State under the terms of this Agreement. Said functions and operations also include, but are not limited to:

- (a) Review and approval of all shop plans and construction drawings received from the Prime Contractor;
- (b) Maintenance and protection of all construction records at the field office for review and use at all times. These records shall be retained by the Municipality for a period of seven (7) years after issuance of the Project's Certification of Acceptance or three (3) years after the final federal payment has been made, whichever is later, providing there is no pending litigation; and
- (c) Performance of all other operations which become necessary to properly inspect the work of the Prime Contractor to obtain compliance with the Form 816, Supplemental Specifications, as revised, Special Provisions related to the Project and all other Project contract documents and memoranda.

The documents named or described in this Section II, Article 11 are hereby incorporated into and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct of the parties to this Agreement and any parties performing work on the Project. Where any of these documents have been written to govern contractual relations between the State and a contractor, they shall be read and applied as though written to govern the relations between the Municipality and its Prime Contractor and subcontractor(s).

12. Cooperate fully with the State and permit the State and/or the Federal Highway Administration ("FHWA") to review, at any time, all work performed under the terms of this Agreement and all Project records pertaining thereto including all inspections by Federal Inspector Generals.

13. Agree that if at any time during the construction phase of the Project, the State determines that the administration of the Project by the Municipality is not adequate, the State may take over or supplement the administration of the Project. The additional costs associated with this action, if any, shall be considered part of the Project costs and shall be funded in accordance with the terms of this Agreement.

14. Deposit with the State, upon demand, the sum of Twenty-two Thousand Nine Hundred Sixty Dollars (\$22,960) for the Municipality's proportionate share of the estimated cost of State-provided services, as shown in Section II, Article 42, Item "N", herein.

15. Deposit with the State, upon demand, the sum of Zero Dollars (\$0.00) for the depreciation reserve credit of any municipally-owned utility facilities being replaced and the value of any materials salvaged from the existing facilities, as shown in Section II, Article 42, Item "O", herein.

16. Pay the full non-federal share of the cost of sidewalks constructed as part of the Project other than existing sidewalks disturbed by the construction. This requirement is in accordance with the Connecticut Department of Transportation Policy Statement, "Policy No. E&C-19, Subject: Sidewalks".

17. Obtain for the Prime Contractor, the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

18. Document expenses by recording all contractor's costs, consultant fees and all municipal costs including payroll hours on time sheets, material purchases (including bills), and equipment charges. Equipment rates will be based on a Municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the rental rate shall be established in accordance with Section 1.09.04(d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction – Form 816," and Supplemental Specifications, as revised.

19. Pay one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant, in the contract plans, specifications and estimates or due to inadequate administration, inspection and/or construction engineering services. The percentage derived from the ratio of the total cost of all State-provided services to the total construction cost, as determined by a post-construction audit, will be used to determine the cost of State-provided services incurred due to said errors and/or omissions.

20. Reimburse the State for all expenditures incurred by the State on the Project in the event the Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," Federal participation in expenditures will be provided up to the percentage of acceptable work complete to the approved date of cancellation. A shift in Municipal priorities or lack of Municipal funding are considered to be within the control of the Municipality and will not be considered as "good cause".

21. Pay for advertising, construction contract items, administration, inspection and construction engineering services, including assistants and/or consultants or contractors, rendering professional, technical, engineering or other assistance and advice during the construction phase of the Project. Expenditures approved by the State will be reimbursed under the provisions of Section II, Articles 29, 33 and 42, herein. Written documentation shall be provided to the State indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing administrative and inspection services for the Project.

22. Assume all responsibility and liability for:

- (a) The proper maintenance and operation of all the Municipality's facilities constructed as part of the Project, upon completion of the Project, to the satisfaction of the State and the FHWA.
- (b) Maintenance of traffic control signals on municipally maintained roadways, if signals are constructed as part of the Project, upon satisfactory completion of the 30-day acceptance test period.
- (c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on the Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.
- (d) Any and all claims by the Prime Contractor.

23. Notify the State, in writing, when the construction phase of the Project has been completed and provide the State, if the Project includes federally funded right-of-way costs, copies of the "as built" plans for the Project.

24. Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances and regulations.

25. Assume all maintenance responsibilities for the facilities constructed as a part of this Project upon "Acceptance" of the work by the Municipality.

26. Agree that, upon written notice, the State, in its sole discretion, may suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience. Any such suspension, postponement or termination shall be effected by delivery to the Municipality of a written notice specifying the extent to which performance of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

If the State terminates this Agreement, the State shall reimburse the Municipality at the contract unit prices for the actual number of units or items of work completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices for its related expenses, the State may consider reimbursing the Municipality for such expenses.

Materials obtained by the Municipality or its Prime Contractor for the Project, that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills; to this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records. The Municipality shall be reimbursed by the State for such costs of the material, and the State at its discretion, will determine which material will become the property of the State.

Termination of this Agreement shall not relieve the Municipality or its Prime Contractor of their responsibilities for the completed work, nor shall it relieve the Prime Contractor, its surety or the Municipality of their obligations concerning any claims arising out of the work performed or any other obligations existing under the Project bonds or Project insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Municipality.

27. Obtain insurance for the Project as follows:

- (a) With respect to the operations that the Municipality performs or engages a Prime Contractor to perform, and also those that are performed by subcontractors of the Prime Contractor, in conjunction with the Project, the Municipality shall carry and/or shall require its Prime Contractor (i) to carry and (ii) to impose on its subcontractors the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at (i) Section 1.03.07, "Insurance," and (ii) specifically with respect to any working drawings prepared by a designer, Section 1.05.02(2)(a) "Plans, Working Drawings and Shop Drawings – Working Drawings for Permanent Construction". With respect to Section 1.05.02(2)(a), evidence of the Professional Liability Insurance Policy shall be furnished on a Certificate of Insurance form acceptable to the State.
- (b) With respect to the Construction Inspection activities that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry and/or shall require its Inspection Consultant for the Project (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at Section 1.03.07, "Insurance," Paragraphs (1), (2),(3), (5), (7) and (8). For the purposes of this Subparagraph (b), any reference in the Standard Specifications to "Contractor" and "subcontractor" hereby refers to the Inspection Consultant and subconsultant, respectively.

- (c) With respect to the Construction Inspection activities that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, a Professional Liability Insurance Policy for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), which Policy may contain a maximum Two Hundred and Fifty Thousand Dollars (\$250,000) deductible clause, provided that the policy holder shall be liable to the extent of at least the deductible amount. The Professional Liability Insurance coverage shall continue for a period of three (3) years from the date of acceptance of the Project by the State, subject to the continued commercial availability of such insurance. The Professional Liability Insurance Policy must include pollution and environmental impairment coverage as part thereof, if such insurance is applicable to the work performed as part of the Inspection Activities in conjunction with the Project.
- (d) With respect to the operations that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by subconsultants thereof, in conjunction with the Project, the Municipality shall carry and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants, respectively, the requirement to carry, for the duration of the Project, a Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said Policy will assure the State that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. This Policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.

Said insurance coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the State accept coverage provided under a municipal self insurance program. If requested by the State, the Municipality must provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its sole discretion, then the Municipality shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

The Municipality shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policies that are deemed by the insurer to be proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Municipality shall insert this required provision into its contracts or agreements with its Prime Contractor and/or Inspection Consultant, if applicable, and shall require its Prime Contractor and/or Inspection Consultant to insert this required provision into its (their) contracts or agreements with its (their) subcontractors and/or subconsultants.

28. Comply with all the State and Federal Statutory and Administrative Requirements incorporated herein by reference and set forth in Exhibit A, attached hereto, and all Schedules attached hereto which are also hereby made a part of this Agreement.

THE STATE SHALL:

29. Use apportionments made available to the State in order to reimburse the Municipality, said apportionments being the Federal eighty percent (80%) share of the participating individual Project costs up to the maximum amount provided for under this Agreement, which amount shall be that listed in Section II, Article 42, Item "M", herein.

30. Provide oversight services which may include, but not be limited to, material testing, administrative oversight, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

31. Assume maintenance responsibility for those State facilities constructed as part of this Project upon "Acceptance" of the work by the State.

32. Reserve the right to inspect all construction activities for the Project.

33. Reimburse the Municipality for approved advertising, construction engineering services, participating contract items and contingencies, inspection and administrative costs in accordance with the percentages or amounts depicted in Section II, Articles 29 and 42 herein. Reimbursement will be made in the following manner:

- (a) The Municipality, on a monthly basis during active construction periods, shall submit invoices on the State voucher entitled "Invoice Summary and Processing (ISP) Form" (ISP form), with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipal costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.
- (b) Upon review and approval of the ISP form by the State, payment for the reimbursement of said costs and expenses shall be made to the Municipality.

THE STATE AND MUNICIPALITY MUTUALLY AGREE:

34. That if the Municipality fails to fulfill its responsibility in regard to Section II, Articles 22 and 24 of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

35. That any cost increase over the amount indicated in Section II, Article 42, Item "D", and/or any cost increase over the amount indicated in Section II, Article 42, Item "I", herein, shall be the responsibility of the Municipality if additional funding eligible for the Project does not become available to the Department of Transportation or if the Transportation Commissioner should decide not to grant additional funding to the Municipality for the Project. Should additional funding eligible for the Project become available to the Department of Transportation and if the Transportation Commissioner decides to provide additional funding to the Municipality for the Project, then such funding shall be provided under a supplemental agreement.

36. That the Municipality shall be responsible for one hundred percent (100%) of the total cost of all Federal-aid non-participating contract items, including any incidentals to construction cost, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items cost, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for the Federal-aid non-participating items.

37. That the final payment by the Municipality to the State or by the State to the Municipality shall be based upon the actual participating construction costs as determined by a post-construction audit performed by the State, using percentages and funding procedures established in this Agreement. The Municipality is also required to perform an audit in accordance with Exhibit A, Article (7), attached hereto.

38. That before completion of the construction phase of the Project, the Municipality shall notify the State in writing of the semi-final and final inspection dates. Subsequent to the State's acceptance of such dates, the Municipality, in concert with the State, shall perform the semi-final and final inspections of the Project.

39. That the State is hereby authorized to provide written notice to the FHWA of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project by the State.

40. That any "Official Notice" from one such party to the other such party, for such Notice to be binding thereon, shall be in writing (hardcopy) addressed to:

(a) When the State is to receive such Notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

(b) When the Municipality is to receive such Notice -

Matthew W. Hart
Town Manager
Town of Mansfield
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, Connecticut 06268

Any Official Notice shall be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such Notice; and such Official Notice shall contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice," as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s), including any electronically-produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

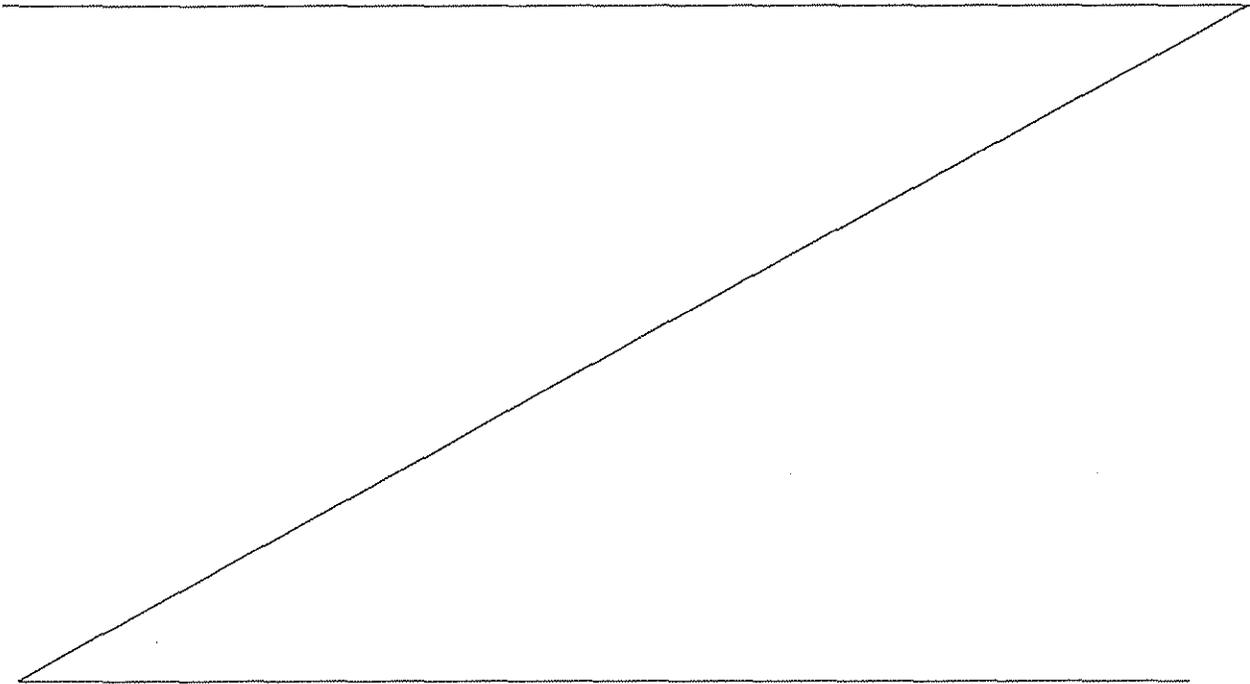
Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is(are) to be addressed; alternate means of conveying such Notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such Notice(s) is(are) to be made, provided such subsequent agreement(s) is(are) concluded pursuant to the adherence to this specification.

41. That upon final inspection by the Municipality and the State, the Municipality shall submit to the State, within one hundred twenty (120) calendar days, those materials described in the "Municipality Manual, Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction," July 2008, as revised, under the "Project Finals Check List." Upon receipt and approval of those materials, which include signed "CON-100M", "CON-500M" and "CON-501M" forms, the State will release retainage in accordance with the terms in the Construction Engineering and Inspection Agreement between the Consultant and the Municipality and in said "Municipality Manual" concerning retainage for the Municipality's Prime Contractor.

If the Municipality fails to fulfill its responsibilities in regard to the submission of materials referred to above, the State may exercise its option to take over or supplement the administration of the Project, as previously described under Section II, Article 13 of this Agreement.

42. That the total estimated cost for the construction phase of the Project is set forth below.

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Million Thirty-eight Thousand Four Hundred Dollars (\$1,038,400).



ESTIMATED CONSTRUCTION COSTS

State Project No. 77-214

Federal Project No. 6077(008)

PARTICIPATING COSTS (80% FEDERAL REIMBURSEMENT)

A.	Contract Items and Contingencies	\$ 1,078,000
B.	Incidentals to Construction - Municipal Services	\$ 200,000
C.	Extra Work Allowance - Municipal Services.....	\$ 20,000
D.	Total Municipal Construction Cost (A+B+C).....	\$ 1,298,000
E.	Incidentals to Construction - State Administrative Oversight	\$ 69,000
F.	Incidentals to Construction - State Materials Testing	\$ 29,000
G.	Incidentals to Construction - State Audits and Record Examiners.....	\$ 7,000
H.	Extra Work Allowance - State Services	\$ 9,800
I.	Total Incidentals to Construction - State (E+F+G+H).....	\$ 114,800
J.	Total Construction Cost (D+I).....	\$ 1,412,800
K.	Federal Share of the Total Construction Cost (80% of J).....	\$ 1,130,240
L.	Municipal Share of the Total Construction Cost (20% of J)	\$ 282,560
M.	Maximum Amount of Reimbursement to the Municipality (80% of D).....	\$ 1,038,400
N.	Demand Deposit required from the Municipality for State-provided services in accordance with Section II, Article 14, of this Agreement (20% of I)	\$ 22,960
O.	Demand Deposit required from the Municipality for Depreciation Reserve Credit and Salvage in accordance with Section II, Article 15, of this Agreement	\$ - 0 -
P.	Total Demand Deposit required from the Municipality (N+O).....	\$ 22,960

NON-PARTICIPATING COSTS (NO FEDERAL REIMBURSEMENT)

.....Construction Items not included in Item A.....	\$	- 0 -
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43. That this Agreement is not an authorization for the Municipality to provide goods or begin performance in any way. The Municipality may provide goods or begin performance only after it has received a duly issued Purchase Order against the Agreement. A Municipality providing goods or commencing performance without a duly issued Purchase Order in accordance with this Section II, Article 43 does so at the Municipality's own risk.

The State shall issue a Purchase Order against the Agreement directly to the Municipality and to no other party.

Agreement No.

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

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

Name:

By: _____ (Seal)

Thomas A. Harley, P.E.
Bureau Chief
Bureau of Engineering and
Construction

Name:

Date: _____

WITNESSES:

TOWN OF MANSFIELD

Name:

By: _____ (Seal)

Matthew W. Hart
Town Manager

Name:

Date: _____

APPROVED AS TO FORM:

Attorney General
State of Connecticut

Date: _____

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS
(with Schedules 1 through 9)

THE MUNICIPALITY AGREES:

(1) That this Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services in accordance with their respective terms and conditions. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Municipality's request, the Department shall provide a copy of these Orders to the Municipality.

(2) To acknowledge and agree to comply with the policies set forth in the Department's "Policy Statement: Policy No. F&A-10: Subject: Code of Ethics Policy," dated June 1, 2007, set forth in this Exhibit A, Schedule 6, attached hereto

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(1) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(4) That as a condition of receiving federal financial assistance under the Contract/Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances," attached herewith as Schedule 7.

(5) Indemnification

(a) To indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or parties of the Municipality; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

(g) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(6) That the municipality shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Municipality, unless requested to do so by the State. If this Agreement is between the State and a municipality, the municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the municipality, the municipality shall not use the defense of Governmental immunity.

(7) That the municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) **FEDERAL SINGLE AUDIT:** Each municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

(b) **STATE SINGLE AUDIT:** Each municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

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The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See the schedule "Supplementary Program Information," attached herewith as Schedule 8, for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Department must be reconciled and resolved immediately.

Except for those projects advertised by the State, the municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, ~~field books, computations, contractor's payrolls,~~ EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited municipality must obtain written approval from the appropriate division within the Department prior to destruction of any records and/or documents pertinent to this Agreement.

The municipality shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(8) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000)

The Municipality certifies, by signing and submitting this Bid, Agreement, Contract, or Proposal, to the best of his/her/its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. If applicable, "Disclosure of Lobbying Activities," Standard Form-LLL, attached herewith as Schedule 9, shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Municipality also agrees by submitting his/her/its Bid, Agreement, Contract, or Proposal that he/she/it shall require that the language of this Certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. **These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.**

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(9) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the municipality. The municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(10) That with respect to all operations the municipality performs and all those performed for the municipality by contractors and consultants, the municipality shall carry and ensure that any contractor or consultants performing work related to the Project carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(11) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(12) That the parties deem this Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

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(13) That when the municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

(14) That the parties hereto acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

SCHEDULE 1

SPECIAL PROVISIONS DISADVANTAGED BUSINESS ENTERPRISES FOR FEDERAL FUNDED PROJECTS

(For Municipal Advertised and Awarded Projects Only)

Revised – February 26, 2009

NOTE: Certain of the requirements and procedures stated in this Special Provisions are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "ConnDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a prime contractor, consultant, second party or any other entity doing business with or engaged by the Municipality or, as the context may require, with or by another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26-- "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.
- B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include, but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit bids with ConnDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with ComDOT requesting assistance in satisfying the Contract specified goal.
 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ComDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ComDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Municipality requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
 - B. The DBE contract goal percentage for the Project is 10% (Construction) and 0% (Construction Inspection). The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under contract in accordance with 49 CFR Part 26, Subpart C Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.
- If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.
- C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the

bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from CommDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

- D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Municipality with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
 2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.
 3. A statement addressing any special arrangements for manpower.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.
- J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient*

or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Municipality with:
1. An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the

Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ComDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the DBE goal. Application form for Review of Pre-Award Good Faith Efforts is attached hereto.

The application must include the following documentation:

- 1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
- 2. a statement setting forth all parts of the Contract that are likely to be sublet;
- 3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
- 4. copies of all letters sent to DBEs;
- 5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
- 6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
- 7. copies of letters received from DBEs in which they declined to bid;
- 8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
- 9. a statement setting forth the dates that calls were made to ComDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT initiating unit for submission to the ConnDOT Division of Contract Compliance. ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.
- D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

**AFFIDAVIT FOR THE UTILIZATION OF
MATERIAL SUPPLIERS OR MANUFACTURERS**

This affidavit must be completed by the Municipality Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No. _____

Federal Aid Project No. _____

Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____
(Municipality Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this _____ day of _____, 20_____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires _____

CERTIFICATE OF CORPORATION

_____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as
require the seal; that _____, who signed said instrument on behalf of the Organization, was then
of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within
the scope of its organizational powers.

(Signature of Person Certifying) (Date)

SCHEDULE 2

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

ATTACHMENTS

Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes (the meaning of this clause include disputes between the contractor or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

b. All new supervisory or personnel office employees will be given thorough indoctrination by the EEO Officer, covering all major aspects of contractor's EEO obligations within thirty days following their reporting duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement the policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

f. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures in regard to referring minority group applicants will be discussed with employees.

g. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, shift, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the persons reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. In completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV

and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the

additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage

rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance

procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)-(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained

under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

DOES NOT APPLY

DOES NOT APPLY

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed.

or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:
(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter

into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation

shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered

transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

SCHEDULE 3

CON-100M Rev. 02/07
[Replacing Con - 82 / 58]

State of Connecticut
Bureau of Engineering & Highway Operations
Office of Construction

Contract No. _____
Project No(s). _____
Fed. Aid No(s). _____
Date CON-100M Prepared _____

CONTRACT STATUS

Town: _____

Full Description
Including crossroads: _____

Project Limits : (From) : _____ Start _____ (To) : _____ End _____

Contract Awarded on : _____ To: _____

Ordered to Start on : _____

Inspector : _____ Job Tel: _____

Final Maint. Responsibility : _____ Date closed to traffic _____

Status of Contract (Check One)	Active <input type="checkbox"/>	Suspended <input type="checkbox"/>	Resumed <input type="checkbox"/>	Completed <input type="checkbox"/>
Date				

_____ on _____
Municipal Official

- ccc
- Construction Division Chief/Finals Section (Original)
- Manager of Bridge Safety -
- Manager of Inventory & Forecasting -
- Director of Research & Materials (Completion Only) -
- Office of Construction - Examiner's Supervisor -
- District Finals Chief
- MSAT File
- Town of

SCHEDULE 4



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-30
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 112(b)2:

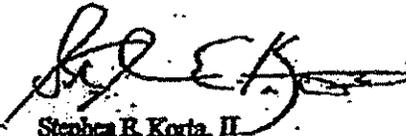
Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defects ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)


Stephen R. Korta, II
Commissioner

SCHEDULE 5



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management *Michael W. Kozlowski*

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour
 - A. Corporations Principal is defined as follows:
 - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
 - b. A principal may also work on the contract in the "employee" classification, for example, as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

SCHEDULE 6



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10
June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ComDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (i.e., to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph A. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

SCHEDULE 7

TITLE VI - CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, ETA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

A. Withholding contract payments until the Contractor is in compliance; and/or

B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

SCHEDULE 8

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE, ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST), CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM EXPENDITURES.

SCHEDULE 9

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> 1 a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> 2 a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> 3 a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> 4 Prime <input type="checkbox"/> 5 Subawardee Tier <input type="checkbox"/> If known Congressional District, if known: _____	5. If reporting entity in No. 4 is Subawardee, enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): _____	b. Individuals Performing Services (Including address if different from No. 10a) (last name, first name, MI): _____	
(attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> 6 actual <input type="checkbox"/> 7 planned	13. Type of Payment (check all that apply): <input type="checkbox"/> 10 a. retainer <input type="checkbox"/> 11 b. one-time fee <input type="checkbox"/> 12 c. commission <input type="checkbox"/> 13 d. contingent fee <input type="checkbox"/> 14 e. deferred <input type="checkbox"/> 15 d. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> 8 a. cash <input type="checkbox"/> 9 b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): _____	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> 16 Yes <input type="checkbox"/> 17 No		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than 100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

The reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (1548-0046), Washington D.C. 20503.

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development
Date: December 12, 2011
Re: Application to Regional Performance Incentive Program

Subject Matter/Background

The towns of Coventry and Tolland have requested that Mansfield join them in applying for \$100,000 in funding from the Regional Performance Incentive Program administered by the Office of Policy and Management (OPM). The proposal involves the hiring of a contractual staff person to conduct regional economic development duties for the three towns, as well as funds for market research, branding and marketing activities. A governing body of existing staff from each of the three towns would serve to manage and guide the contractual staff.

This project would achieve a number of economies of scale and when compared to each municipality hiring an individual staff person or contractor. There are times when an individual town may be idle and in between development projects and the regional contractor can focus his/her efforts on the needs of the other town(s). It can be difficult for some small towns to justify the hiring of a dedicated economic development staff person or consultant based upon the off-set of tax base and other revenue growth. This regional proposal is designed to serve as a cooperative, cost saving method to provide economic development services.

The participating municipalities recognize that the Regional Performance Incentive Program is a one-year grant for services. Consequently, the proposal is designed to provide for a number of deliverables such as a regional brand, market research, mapping and web development activities that would create a base program or platform from which the member towns could operate following the expiration of the one-year grant period.

In addition to the regional cooperation promoted through this project, the hiring of a regional economic development coordinator would offer Mansfield the opportunity to expand its business retention and recruitment efforts. These activities will become even more essential with the long-term development of the UConn Technology Park. The technology park will serve as a long term commitment to the region and Mansfield along with Coventry and Tolland needs to establish a marketing and economic development

plan that can run parallel to university's initiative. The towns are hopeful that the three municipalities can work cooperatively with UConn's economic development staff as part of a regional strategy and approach.

Financial Impact

If awarded, Mansfield would share the services of the economic development coordinator with Coventry and Tolland for a period of one year. No additional financial impacts are anticipated.

Legal Review

No legal review is required at this time. If the grant is awarded, staff will consult with the Town Attorney if needed to review any memorandum of agreement (MOA) or other legal documents.

Recommendation

The application is due to OPM by December 31, 2011. Coventry is taking the lead on preparing the application and we do not yet have a final draft. However, OPM has extended the due date until January 31, 2012 for authorizing resolutions from the legislative body. Therefore, we are bringing the draft application to the Council to seek your feedback and will submit the completed application and authorizing resolution to you in January 2012.

Attachments

- 1) Regional Performance Incentive Program Application
- 2) Draft Application

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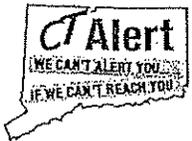
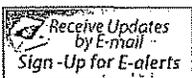
Offices & Divisions



Check the Calendar



RECOVERY INFORMATION



Regional Performance Incentive Program

Program Summary (2011)

Section 5 of Public Act 11-61 provides for changes to the Regional Performance Incentive Program administered by the Office of Policy and Management (OPM).

Municipalities access the grants through their respective Regional Planning Organizations (RPO's): Regional Councils of Elected Officials, Regional Councils of Governments, Regional Planning Agencies, or any combination thereof. In addition, under the provisions of Section 5, any two or more municipalities and regional economic development districts (see CGS Section 32-741) may submit a proposal for regional provision of service(s).

The proposal must be submitted on a form prescribed by OPM. The proposal should be for: (1) joint provision of a service or services currently provided by municipalities, but not currently provided on a regional basis, or (2) for the preparation of a planning study for delivery of an existing or new service on a regional basis.

There are two deadlines for the submission of proposals: December 1, 2011 for submission of a proposal to jointly provide a service currently provided separately or December 31, 2011 to jointly provide a service currently provided separately or prepare a planning study to do so.

The service may increase the participating municipalities' purchasing power or provide cost savings resulting in a decrease in property taxes. A copy of the proposal must be sent to the legislators representing the participating municipalities.

The proposal must: (1) describe at least one service currently provided by a municipality(-ies) within the region but not on a regional basis, (2) describe how the service will be delivered regionally and by what entity, and how the population would be served, (3) describe the amount and how the service will achieve "economies of scale" and the amount and manner each municipality will reduce its mill rate, (4) include a "cost benefit analysis" for the provision of such service by the municipality and by the RPO, (5) set out a plan of implementation, (6) estimate savings to be realized by each municipality, (7) include any other information requested by the OPM.

In addition, the proposal must be accompanied by the following documents from participating municipalities: (1) a resolution by the legislative body of each municipality, endorsing the proposal, and (2) a certification by each municipality that there are no legal obstacles to providing the service regionally, including, but not limited to, binding arbitration.

The Office of Policy and Management shall review proposals and award grants to those determined to meet the programs requirements, giving priority to proposals submitted by Regional Councils of Government that include participation of more than 50% of the member municipalities of such council.

Documents & Forms:

- [Cover Letter](#) (PDF, 212 KB)
- [Guidelines](#) (PDF, 207 KB)
- [Proposal Form](#) (.doc, 100 KB)
- [Sample Resolution](#) (.doc, 29 KB)

For Further Information, Please Contact:

Sandy Huber: phone (860) 418-6293 - fax (860) 418-6493 - e-mail sandra.huber@ct.gov

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Revised
EOL
11/1

MEMORANDUM

To: Chief Executive Officers: Municipalities, Regional Planning Organizations, and Economic Development Districts

From: W. David LeVasseur, Acting Undersecretary,
Intergovernmental Policy Division

Date: October 12, 2011

Subject: Section 5 of Public Act 11-61,
REGIONAL PERFORMANCE INCENTIVE PROGRAM (RPI)

Attached you will find Guidelines and a prescribed Proposal Form for use in submitting a proposal for: (1) joint provision of a service or services currently provided by individual municipalities but not presently provided on a multi-town basis, or (2) a planning study regarding the joint provision of any service on a multi-town basis.

Proposals may be submitted by any of the Regional Planning Organizations (RPOs) in Connecticut, any two or more municipalities, any economic development district(s) or any combination thereof. The goal is to encourage municipalities to participate in projects that will produce measurable "economies of scale" that will benefit the municipalities providing desired or required services and lowering the costs and tax burden related to providing those services.

The enclosed proposal form and format is **prescribed and must be used for each submittal**. Please note that proposals submitted in a narrative form or in a form or format other than the prescribed form WILL NOT BE PROCESSED. If additional pages are needed for any responses, please show, at the top of the page, the name of the applicant organization, project title and the specific required proposal element that it relates to.

Proposals must be received by the Office of Policy and Management on or before December 31, 2011.

Please note that, in accordance with PA 11-61, in awarding such grants, the secretary shall give priority to proposals submitted by (1) an RPO that includes the participation of all of its member municipalities, as well as any two or more municipalities, which may increase the purchasing power of such participating municipalities or provide a cost savings initiative resulting in a decrease in expenses, allowing such municipalities to lower property taxes, and (2) any economic development district.

Please direct questions to Sandra Huber, of my staff, at: Sandra.Huber@ct.gov or (860) 418-6293.

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2011 Regional Performance Incentive Program

INTRODUCTION

Connecticut's Regional Performance Incentive (RPI) program, provides financial assistance to regional planning organizations, two or more municipalities, regional economic districts or combinations thereof for projects or related planning studies designed to provide cost saving service(s) to municipalities on a regional basis. Applicant organizations may submit a proposal to the Office of Policy and Management (OPM) for funding of projects.

This manual has been prepared to assist the above listed entities in submitting proposals for regionalized service(s) utilizing grants from the Regional Performance Incentive (RPI) Program.

If you have questions on the RPI program or procedures, please do not hesitate to call Sandra Huber, RPI Program Coordinator, at (860) 418-6293 or e-mail at: sandra.huber@ct.gov

QUESTIONS AND ANSWERS RELATED TO THE REGIONAL PERFORMANCE INCENTIVE PROGRAM

1. What statute provides for the Regional Performance Incentive Program? Connecticut General Statutes Section 4-124s, as amended by Section 5 of Public Act 11-61, establishes the Regional Performance Incentive (RPI) Program.
2. What entities may apply for RPI Grant funding? Any of the regional planning organizations, two or more municipalities, regional economic districts or combinations thereof, may submit proposals for RPI funding.
3. If an organization submits a proposal, are all member towns required to participate? No, the towns have the option of whether to participate or not.
4. What do towns that elect to participate in the proposed regional service have to do to be included in the proposal? Each town must obtain a resolution from their legislative body endorsing the proposal.
5. Is an affirmative vote by the Board of Selectman sufficient to qualify as "a resolution by the legislative body" when a town wishes to participate in the regionalized service? Yes. For purposes of the RPI Program, "legislative body" includes "board of selectmen, town council, city council, board of alderman, board of directors, board of representatives, or board of the mayor and burgesses of a municipality".
6. Is there a limit to the amount of funding that an RPO can apply for? No, but each proposal must be submitted on a separate proposal form.
7. What is meant by "economies of scale"? "Economies of scale" is the Economic theory that the larger the enterprise, the more profitable will be its operations because there will be lower unit cost, higher productivity, stronger buying power (materials can be purchased at a lower cost), and better facilities utilization.
8. What is meant by "cost benefit analysis"? Cost benefit analysis is a discipline used to assess the case for a project or proposal. Such assessments should include costs and benefits that

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2011 Regional Performance Incentive Program

are less easily expressed in monetary terms, (for example, environmental damage), as well as those that can be expressed in monetary terms. The analysis consists of weighing the total expected costs with the total expected benefits in order to choose the best option.

9. How does a proposal qualify for funding? The proposed project must:

- o Be new (on a regional basis);
- o Demonstrate cost savings;
- o Not result in loss of any services; and
- o Be sustainable on a regional basis once established.

10. Can an applicant submit more than one (1) proposal? Yes. Each proposal should be submitted separately and each will be judged on its merits by OPM.

11. When should proposals be submitted?

The Office of Policy and Management (OPM) will accept proposals for joint provision of a service currently provided by municipalities in a region, but not currently provided on a regional basis and for planning studies relating to the provision of a service, on a regional basis, through December 31, 2011.

12. Where proposals should be submitted?

Project proposals should be addressed to:

State of Connecticut
Office of Policy and Management
Intergovernmental Policy Division
450 Capitol Ave., MS#540RG
Hartford, Ct 06106-1379
Attention: RPI Program

13. How are grant awards to be determined? Grant awards will be based upon the merits of the proposal

and availability of funding. OPM must give priority to proposals submitted by Regional Planning Organizations (RPOs) which include participation of all member municipalities or two or more municipalities and increase their purchasing power or savings. Priority must also be given to proposals submitted by economic development districts.

14. When will grant awards be announced? Grant awards will be announced periodically as funds become available.

15. When will funding be awarded? Funding will be generated from specific tax revenues and will have to be accumulated. It will be distributed when available and as determined by OPM.

16. When does the applicant receive funding? Grant funding will be made available after the execution of the Notice of Grant Award form by all parties.

17. When does a project begin? A project begins the day that the Notice of Grant Award is fully executed by all parties.

18. When does a project end? A project ends one year from the date that the Grant Award was announced or one year from the date of commencement of the proposed service, whichever is later.

19. What should a grantee do if they are unable to complete the proposed project by the end date in the Notice of Grant Award? Upon receipt of a written request for an extension of the end date of the proposed project, providing an explanation why the deadline cannot be met, OPM may grant such an extension.

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2011 Regional Performance Incentive Program

20. What should a grantee do with surplus grant funds if a project comes in under budget? The grantee can request a change of scope to enhance the project or to transfer the funds to another approved project that may have experienced cost overruns or could be expanded through the availability of additional funds.
- The change of scope or transfer cannot be implemented without prior approval from OPM. Any unexpended funds remaining after the completion of a project must be returned to OPM.
21. Is there a margin within which increases/decreases in budget line items can be made without a formal request to OPM? Yes an adjustment of up to 10%, to a maximum of \$500 can be made with pre-approval by OPM. You must inform OPM in writing of any such changes.
22. If the grantee requires a budget line item adjustment greater than 10% or \$500, what is the procedure? The grantee must request such changes in writing to OPM with an explanation of why the change is required.
23. Can a town be added to the list of participating municipalities once the Notice of Grant Award has been fully executed? Yes if the project can be completed within the budget and time constraints.
24. Can a town withdraw from a project once the Notice of Grant Award has been fully executed? Yes, OPM should be notified if and when such a withdrawal occurs; but note that it could result in the reduction of project funding or nullification of the project contract if its withdrawal renders the project ineligible for the program.
25. Can the grantee use sole-source bidding to award contracts to sub-grantees? No, the process should be open and competitive, showing no preferences.
26. How should the ownership of equipment or other assets be handled? Towns will need to establish an inter-local agreement which delineate roles and responsibilities during the implementation and after the project is completed. Policies regarding ownership of equipment or other assets including maintenance, insurance, liability and succession will have to be developed by the participating towns with guidance from their municipal attorneys.
27. What project costs are eligible?
- Consulting Fees
 - Design Fees
 - Engineering Fees
 - Construction Costs
 - Equipment Lease/Purchase
 - Equipment Rental
 - Legal Expenses
 - Operating Expenses
 - Salaries & Benefits
 - Supplies
 - Utilities
28. What is a grantee required to do with unexpended funding? A financial audit of all expenditures is required after the close of each fiscal year in which the grant funds are received and/or expended. Any unexpended funds or disallowed expenditures must be returned to the State of Connecticut.
29. What kind of documentation is required for substantiation of expenses? Detailed invoices and cancelled checks are required as substantiation of expenses charged to the project. All costs associated with

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2011 Regional Performance Incentive Program

an eligible project are subject to prior review and post payment audit by the Office of Policy and Management.

30. Is this a permanently established program? Yes, funding is to be generated by a portion of the hotel tax and the rental car tax. Initial funding will have to accrue before any advances of funds can occur.
31. What is the role of the applicant organization once the project is completed and funds are expended? After the completion of the project and final reports are submitted, there will

be no State oversight of the project. Any on-going role for the original applicant organization will have to be defined by the organization and its member municipalities and memorialized by executed, written agreements or memoranda of understanding.

32. Are there any other requirements that applicants should be aware of? Yes, the proposed project must be consistent with the State Plan of Conservation and Development.

INSTRUCTIONS

Only a COMPLETE RPI Program Proposal package will be acted upon by the Office of Policy and Management (OPM). A separate complete proposal form is required for each proposal.

An RPI Proposal Form* prescribed by OPM (see attached) must be completed by the applicant. All information required on the proposal form must accompany the proposal and be received by the Office of Policy and Management no later than December 31, 2011.

The Office of Policy and Management will review all proposals and make grant award determinations based on the merits of each proposal, giving weighted priority to proposals submitted by RPOs which include participation by all member municipalities or by economic development districts and which produce measurable economies of scale that will provide participating municipalities with

desired or required services and lower the cost and tax burden of providing those services.

Once grant awards have been determined by the Office of Policy and Management, a Notice of Grant Award form will be forwarded to recipients for execution; once completed by the Grantee, the Notice of Grant Award form must be returned to the Office of Policy and Management for execution by the Secretary and a fully executed copy will be returned to the Grantee.

Grant payment will be remitted to the grantee after the Notice of Grant Award process has been finalized.

*Modified or incomplete forms will not be processed.

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2011 Regional Performance Incentive Program

Legislation providing for the Regional Performance Incentive Program

Excerpted from Public Act 11-61

Sec. 5. Section 4-124s of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2011*):

(a) For purposes of this section:

(1) "Regional council of governments" means any such council organized under the provisions of sections 4-124i to 4-124p, inclusive;

(2) "Regional council of elected officials" means any such council organized under the provisions of sections 4-124c to 4-124h, inclusive;

(3) "Regional planning agency" means an agency defined in chapter 127;

(4) "Municipality" means a town, city or consolidated town and borough;

(5) "Legislative body" means the board of selectmen, town council, city council, board of alderman, board of directors, board of representatives or board of the mayor and burgesses of a municipality; and

(6) "Secretary" means the Secretary of the Office of Policy and Management or the designee of the secretary.

(b) There is established a regional performance incentive program that shall be administered by the Secretary of the Office of Policy and Management. On or before December 1, [2007] 2011, any regional planning agency, any regional council of elected officials, any regional council of governments, any two or more municipalities, any economic development district or any combination thereof, may submit to said secretary a proposal for joint provision of a service or services that are currently provided by municipalities within the region of such agency or council or contiguous thereto, but not currently provided on a regional basis. On or before December 31, [2008] 2011, and annually thereafter, any such entity may submit a proposal to the secretary for: (1) The joint provision of any service that one or more participating municipalities of such council or agency currently provide but which is not provided on a regional basis, or (2) a planning study regarding the joint provision of any service on a regional basis. A copy of said proposal shall be sent to the legislators representing said participating municipalities.

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2011 Regional Performance Incentive Program

(c) (1) An entity specified in subsection (a) of this section shall submit each proposal in the form and manner the secretary prescribes and shall, at a minimum, provide the following information for each proposal: (A) Service description; (B) the explanation of the need for such service; (C) the method of delivering such service on a regional basis; (D) the organization that would be responsible for regional service delivery; (E) a description of the population that would be served; (F) the manner in which regional service delivery will achieve economies of scale; (G) the amount by which participating municipalities will reduce their mill rates as a result of savings realized; (H) a cost benefit analysis for the provision of the service by each participating municipality and by the entity submitting the proposal; (I) a plan of implementation for delivery of the service on a regional basis; (J) a resolution endorsing such proposal approved by the legislative body of each participating municipality; and (K) an explanation of the potential legal obstacles, if any, to the regional provision of the service.

(2) The secretary shall review each proposal and shall award grants for proposals the secretary determines best meet the requirements of this section. In awarding such grants, the secretary shall give priority to a proposal submitted by (A) any entity specified in subsection (a) of this section that includes participation of all of the member municipalities of such entity, and which may increase the purchasing power of [such member] participating municipalities or provide a cost savings initiative resulting in a decrease in expenses of such municipalities, allowing such municipalities to lower property taxes, and (B) any economic development district.

(d) The secretary shall submit to the Governor and the joint standing committee of the General Assembly having cognizance of matters relating to finance, revenue and bonding a report on the grants provided pursuant to this section. Each such report shall include information on the amount of each grant, and the potential of each grant for leveraging other public and private investments. The secretary shall submit a report for the fiscal year commencing July 1, ~~[2007]~~ 2011, not later than February 1, ~~[2008]~~ 2012, and shall submit a report for each subsequent fiscal year not later than the first day of March in such fiscal year. Such reports shall include the property tax reductions achieved by means of the program established pursuant to this section.

(2.) Describe the need for such service (attach additional pages as necessary):

(3.) Describe the method of delivering such service on a regional basis and the organization responsible for delivering such regional service or study:

(4.) Describe the population that will be served:

(5) Describe the manner in which regional service delivery will achieve economies of scale:

(6.) Provide the amount by which participating municipalities will reduce their mill rate as a result of the savings realized (*Exclude grant funds from calculations.*):

Municipality	Savings	Mill Rate Reduction

(7.) Provide a cost benefit analysis for the provision of the service by each participating municipality and by the entity submitting the proposal:

(8.) Describe a plan of implementation for the delivery of the service on a regional basis (NOTE: The estimated time line and length of time to implement the proposal):

(9.) Provide a list of potential legal obstacles to the regional provision of the service and how these obstacles will be resolved:

(10.) Describe how the proposed service will be sustained once it is established and all grant funding has been expended:

(11.) Provide a list of other public or private funding potentially leveraged by the project proposed herein.

Grantor	Amount of Funding	Purpose

(12.) Percent of municipalities in the applicant organization participating in the proposed regional service project: _____ (____/____).

(13.) Attach hereto a resolution by the legislative body of each municipality affected by the proposal, endorsing such proposal.

(14.) Attach the following material:

1. A site location map of the project location, (*not* the region or EDD), if applicable
2. A proposed Project Schedule (Outline the Proposed Project timeline)
3. Project cost estimates supporting the request for funding.
4. A list of all necessary local/state/federal permits and approvals required for the project.

(15.) Has a copy of the proposal been sent to legislators representing the participating municipalities? Yes No

If YES, please attach copies of cover letters.

(16.) Certification by the CEO of the Applicant Organization(s):

I do hereby certify that the information contained herein is true and accurate to the best of my knowledge.

Signature:

Name:

Title:

Date:

(Please use following certification if more than one RPO is participating.)

(16.) Certification by the CEO of the Applicant Organization(s):

I do hereby certify that the information contained herein is true and accurate to the best of my knowledge.

Signature:

Name:

Title:

Date:

Resolution of Endorsement

(To be completed by the City or Town Clerk)

The Legislative Body* of the Town/City of _____

met on _____ and adopted a resolution by the vote of

_____ to _____ which endorsed the **Regional Performance Incentive Program** proposal referenced in Section 5 of Public Act 11-61 (An Act Concerning Responsible Growth). Such proposal is attached to and made a part of this record.

Attested to by:

Name: _____

Title: _____
(City/Town Clerk)

Date: _____

*NOTE: For the purposes of the **Regional Performance Incentive Program**, "legislative body" means the board of selectmen, town council, city council, board of alderman, board of directors, board of representatives or board of the mayor and burgesses of a municipality.

DRAFT OUTLINE OF RESPONSES TO REGIONAL PERFORMANCE INCENTIVE PROGRAM GRANT
REQUIRED PROPOSAL ELEMENTS, ITEMS (1) THROUGH (15)

1. Contractual Economic Development Staff services are currently being provided in the Town of Coventry on an interim time-frame and by Planning staff in Tolland and Mansfield. The proposal involves establishing a regional economic development consultant position to serve the towns of Coventry, Mansfield and Tolland on a shared basis.

The staff will work on several tasks that include the following: create a 'brand' for the three towns emphasizing their unique qualities and resources that is a positive image to encourage appropriate development and incorporate it into a marketing plan; focus on collaborating with the new UCONN Technology Park and attract relative services for the towns; conduct business retention efforts (ex: business visitation) in the towns; assist Town Staff with existing economic development related projects; assist with grant writing to procure funds for relative projects and efforts to support economic development; conduct site and market analyses for the towns on target properties or areas to encourage appropriate development.

2. Currently, each town has one or more staff that performs some economic development duties, but there is insufficient capacity and a lack of time to perform the necessary tasks adequately in order to promote responsible growth in each town. The towns have a desire to more proactively promote and attract appropriate economic development in the respective towns as opposed to simply be reactive to development. This effort will serve to reduce sprawl and inspire smart growth strategies. It is also recognized that there is too much emphasis on residential property tax revenue and the respective towns wish to better diversify the tax bases, provide the necessary services and inspire job growth in the communities.

The development of the UCONN Technology Park will provide an opportunity for the towns to attract and retain relative development in the area that can support the Park. A concerted marketing and planning effort would be extremely beneficial in order to map the proper course to best achieve this goal.

3. The proposal involves the hiring of a contractual staff person to conduct the regional economic development duties for the three towns. A governing body of existing staff from each of the three towns will serve to manage and guide the contractual staff. For example, the Town Managers, Town Planners, Chairs of the respective Economic Development Commissions could serve as town representatives. No new legal mechanism is required to create or manage such a contractual staff person, aside from

the creation of a binding service agreement between the individual and the towns.

The contractual staff will work cooperatively and coordinate projects with the existing town staff from the respective towns, based upon the agreed upon goals and tasks assigned by the governing body.

4. The individual towns of Coventry, Mansfield and Tolland will be served by the regional economic development staff person. The following is a brief review of the populations that are to be served (data obtained from the 2010 Census, May 2011 CERC Town Profiles, State of CT Department of Labor website, and Town Hall Offices):

COVENTRY:

Population (2010) – 12,485

Land area – 38 square miles

Households (2010) – 4,738

Median Household Income (2010) - \$80, 308.00

Labor Force (2011) – 7,208

Unemployment Rate (2011) – 6.8%

Places of Work Units (2009) – 186

Total Revenue (2010) - \$35,167,354.00

% of Grand List Commercial/Industrial (2010) – 3.6%

MANSFIELD:

Population (2010) – 26,543

Land area – 44 square miles

Households (2010) – 5,586

Median Household Income (2010) - \$71,017

Labor Force (2011) – 13,613

Unemployment Rate (2011) – 6.9%

Places of Work Units (2009) – 345

Total Revenue (2011) - \$56,696,637

% of Grand List Commercial/Industrial (2010) – 8.5%

TOLLAND:

Population (2010) – 15,071

Land area – 40 square miles

Households (2010) – 5,902 (including apartments)

Median Household Income (2010) - \$100,636

Labor Force (2011) – 8,585

Unemployment Rate (2011) – 6.9%

Places of Work Units (2009) – 342

Total Revenue (2009) - \$53,950,725.00

% of Grand List Commercial/Industrial (2007) – 6.9%

5. The hiring of a regional economic development staff person will achieve a number of economies of scale. For example, the proposal will serve as a more efficient use of time when compared to each town hiring an individual staff person. There are situations when an individual town may be idle and in between projects and the regional staff person can focus the efforts on the needs of the other town(s). It is very difficult to justify the hiring of an individual town economic development staff person based upon the off-set of tax base and revenue impacts created by that individual. The proposal will serve as a cooperative, cost saving method to provide such services.

It is recognized that the Regional Performance Incentive Program is a one year grant for services. The proposal provides for a number of deliverables that would offer a

significant basis in which the towns can proceed with after the one year time frame elapses. For example, the creation of a 'brand' for the member towns would serve to maintain a foundational example that each town can build its economic development upon.

The execution of the UCONN Technology Park is a long term commitment to the region and the member towns require a concerted long term marketing and economic development plan that can run parallel to it. This plan will provide a template for success by setting goals that will reflect on the development of the Park. The towns are hopeful that UCONN will at some point become a partner and member in the proposal and the member towns can work cooperatively with the University Economic Development Staff.

6. The individual towns expect to realize savings and anticipate a positive impact to the respective mill rates. Instead of each individual town hiring a separate economic development staff, the proposal will allow for the towns to share in the cost of the individual staff. In addition, the accessory costs (office resources, travel expenses, etc) associated with the staff would not be duplicated. Overall, savings will be realized by the proposed approach and a net positive mill rate impact will be created not only by the avoidance of duplication, but also by the revenue generation that occurs from new businesses and services that locate in the respective communities.
7. The following is a cost benefit analysis for the proposal by each individual town:

As discussed above, the proposal will provide a measurable benefit to the towns that will outweigh the costs required to facilitate the shared economic development staff. By sharing the cost of the staff, the proposal becomes far more affordable for the individual town and creates a smaller gap to cover between the costs and the benefits received. The proposal also allows for the creation of various deliverables that will be able to be utilized beyond the one year time-frame of the grant, such as developing a 'brand' for the communities and an associated marketing plan.
8. The following is an indication of the expected timeline to implement the hiring of the

regional economic development staff and the implementation of the various tasks assigned:

- : RFP process – 2 months
- : Interviews and follow-up – 1 month
- : Negotiation of contract – 1 month
- : Establishment of agreed upon tasks for staff by governing body – 1 month
- : Staff conducts various tasks assigned and final deliverables completed – 6 months
- : Final evaluation of deliverables – 1 month

9. No legal obstacles to the regional provision of the economic development services are expected. No labor issues are envisioned.

10. It is the intention of the individual towns to sustain the proposed economic development services after the grant funds have been expended. The various tasks that are proposed for the staff person will also provide a significant economic development foundation for the individual towns to build upon. For example, the 'brand' concept for the member towns will be a long standing symbol that other relative economic development efforts can be based upon in the future. The preparation of marketing products for the member towns and specific market analyses for specific properties or areas will clearly serve as resources that will have longevity beyond the one year time-frame.

The establishment of the UCONN Technology Park is multi-year project and commitment to the member towns and the region at large. The creation of a long range plan that the individual member towns can execute to encourage and attract compatible and relative services that react to the needs of the Park will prove to be one that will serve the future. The member towns will seek a partnership with UCONN and potentially other towns in the region to establish a greater economy of scale and provide for an even greater value over time.

The successes that are realized during the one year time-frame are anticipated to demonstrate the value of such a proposal. A simple and effective measurement is the actual and/or future revenue realized from particular projects that are brokered by the staff as a net positive gain to the member towns. Other measurements are the various deliverables that are indicated above that serve as tangible resources and plans of action for the towns to administer in a cooperative fashion over time.

11. The following is an indication of the other public and/or private funding that will be leveraged with the proposed project:

The Town of Mansfield has received a \$610,596 grant from the U.S. Department of Housing and Urban Development Office of Housing and Sustainable Communities to assist the town in planning for growth anticipated from the new technology park. A local match of \$339,326 will be provided for the project through in-kind staff time and UConn's investment in a master plan for the technology park. Grant funds will be used over the next three years to:

- Prepare a Sustainable Development and Green Building Action Plan
- Create a Housing and Economic Development Strategy
- Rewrite the Town's zoning and subdivision regulations

It is expected that many of the strategies identified through this grant will have regional application, and as such, Mansfield will be working with surrounding communities to ensure a coordinated approach.

Additionally, the individual towns will be applying further in-kind services with the dedication of the existing staff time of each community performing economic development, planning and Geographic Information Systems related tasks. The services of volunteers, such as the economic development commission and planning and zoning commission members will also be contributed.

12. The percent of the municipalities participating in the proposal is equally shared between the towns of Coventry, Mansfield and Tolland – 33.3% for each town.
13. The resolution by each town's legislative body affected by the proposal which also endorsed the proposal is attached. (This needs to be executed.)

14. The following materials are also attached:

: A copy of a regional map indicating the location of the three member towns included in the proposal.

: A copy of the proposed project schedule. (Use section 8 as sample.)

: A copy of the proposed project budget which supports the request for funding. (Reflect on sections 5, 6 and 11 to create budget.)

: No other local, state or federal permits are required for the proposed project.

15. A copy of the correspondence that has been forwarded to the respective legislators representing the member towns describing the proposed project and grant request is attached. (This needs to be drafted and sent.)

16. A copy of the Certification of the CEO of the applicant organization/member towns is attached. (This needs to be executed.)

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to the Town Manager; Cherie Trahan, Director of Finance
Date: December 12, 2011
Re: Salary Budget Transfers – FY 2011/12

Subject Matter/Background

Attached please find correspondence from the Director of Finance recommending various salary line item transfers. Each fiscal year, the various salary line items are adjusted utilizing funds in the contingency account.

Financial

These are all line item transfers with no negative impact to the Town's operating budget.

Recommendation

The Finance Committee will review these transfers at its meeting prior to the Council meeting on December 12, 2011. If the Finance Committee recommends that the proposed budget transfers be adopted, the following resolution is in order:

Resolved, effective December 12, 2011, to adopt the salary budget transfers for FY 2011/12, as presented by the Director of Finance in her correspondence dated December 7, 2011.

Attachments

- 1) Salary Budget Transfers – FY 2011/12

INTEROFFICE MEMORANDUM

TO: MATTHEW HART
FROM: CHERIE TRAHAN
SUBJECT: SALARY BUDGET TRANSFERS 2011/2012
DATE: DECEMBER 12, 2011

Salary budget transfers for the fiscal year 2011/2012 are listed below. A brief description of the requested transfers over \$1,000 is detailed below. The majority of the increases are due to the general wage increase for non-union personnel which were budgeted for in Contingency. The net affect of these changes is an increase of \$68,350. This leaves a balance in the Contingency account of \$52,530 for remaining contract settlements and unexpected expenditures.

- Municipal – Increase \$5,190 – General wage increase for non-union personnel.
- Personnel – Increase \$1,450 – General wage increase for non-union personnel and a temporary increase in hours for the Administrative Assistant.
- Registrars – Decrease - \$9,940 – Actual number of hours worked were less than budgeted between the months of July and November.
- Town Clerk – Increase \$1,770 – General wage increase for non-union personnel.
- Finance Administration – Increase \$1,170 – General wage increase for non-union personnel.
- Accounting & Disbursements – Increase \$7,530 – General wage increase for non-union personnel and the addition of a straight-time overtime line item for finance personnel. With the elimination of one full-time finance clerk during the previous fiscal year, additional hours are periodically needed during the year. An offsetting decrease is included in the part-time line item for the Revenue Collector's office.
- Fire Marshal – Increase \$1,810 – General wage increase for non-union personnel.
- Fire & Emergency Services Administration – Increase \$2,360 – General wage increase for non-union personnel.
- Fire & Emergency Services – Increase \$2,510 – Step increase for one Fire Captain that was not budgeted for.

- Public Works Administration – Increase \$2,720 - General wage increase for non-union personnel.
- Public Works Supervision & Operations – Increase \$2,040 - General wage increase for non-union personnel.
- Building Inspection – Increase \$6,840 – General wage increase for non-union personnel and to cover the cost of additional hours needed for the development of a database for the Building and Housing Code Inspection departments.
- Housing Code Inspection – Regular CSEA – Increase \$1,860 - To cover the Housing Code Inspection department's share of the cost of the development of a database.
- Facilities Management – Increase \$3,340 – General wage increase for non-union personnel and to account for an hourly rate correction for a maintenance employee.
- Human Services – Increase \$2,250 - General wage increase for non-union personnel.
- Library Services – Increase \$13,290 – This increase is due to the retirement of four staff members and covers the cost of their separation payouts and the hiring of new staff members.
- Planning Administration – Increase \$24,410 – This increase is primarily due to the retirement of the Planning Director and the hiring of a new Director.

TOWN OF MANSFIELD
BUDGET TRANSFERS
FY 2011/2012

ACCOUNT NUMBER	DEPT	OBJECT	APPROP	ESTIMATED	INCREASE	(DECREASE)	ADJUSTED APPROP
111 12100 51601 06	Municipal	Regular	185,730	190,920	5,190	0	190,920
111 12200 51601 06	Personnel	Regular	40,000	40,960	960	0	40,960
111 12200 51602 06	Personnel	Part time (B)	29,050	30,500	1,450	0	30,500
111 14200 51604 06	Registrars	Elected Officials	58,240	48,300	0	(9,940)	48,300
111 14200 51605 06	Registrars	Part time	1,400	1,400	0	0	1,400
111 15100 51201 06	Town Clerk	Regular - CSEA	102,120	102,120	0	0	102,120
111 15100 51601 06	Town Clerk	Regular	76,090	77,860	1,770	0	77,860
111 16100 51601 06	Finance Adm	Regular	49,700	50,870	1,170	0	50,870
111 16200 51201 06	Acctg & Disb.	Regular - CSEA	76,250	76,250	0	0	76,250
111 16200 51205 06	Acctg & Disb.	OT-Straight Time CSEA	0	3,500	3,500	0	3,500
111 16200 51601 06	Acctg & Disb.	Regular	119,960	123,990	4,030	0	123,990
111 16300 51201 06	Revenue Coll	Regular - CSEA	103,040	103,040	0	0	103,040
111 16300 51205 06	Revenue Coll	OT - Straight Time CSEA	1,000	1,000	0	0	1,000
111 16300 51603 06	Revenue Coll	Temporary	0	16,210	12,710	0	12,710
111 16300 51605 06	Revenue Coll	Part-time NB	16,210	0	0	(16,210)	0
111 16402 51201 06	Assessment	Regular - CSEA	192,250	192,250	0	0	192,250
111 16402 51204 06	Assessment	OT - 1 1/2 CSEA	1,000	1,000	0	0	1,000
111 16402 51205 06	Assessment	OT - Straight time	2,000	2,000	0	0	2,000
111 16402 51605 06	Assessment	Part-time NB	2,000	2,000	0	0	2,000
111 21200 51201 06	Police Serv	Regular - CSEA	46,790	46,790	0	0	46,790
111 21200 51302 06	Police Serv	Part time - NB	50,910	50,910	0	0	50,910
111 21200 51303 06	Police Serv	OT 1 and 1/2	500	500	0	0	500
111 21200 51305 06	Police Serv	Reimb. OT	2,000	2,000	0	0	2,000
111 21200 51311 06	Police Serv	Resident Trooper Overtir	40,000	40,000	0	0	40,000
111 21300 51201 13	Animal Cntrl	Regular - CSEA	55,890	55,890	0	0	55,890
111 21300 51202 13	Animal Cntrl	Part time - CSEA - B	25,990	25,990	0	0	25,990
111 21300 51204 13	Animal Cntrl	OT - 1 1/2 CSEA	1,290	1,290	0	0	1,290
111 21300 51605 13	Animal Cntrl	Part time NB	1,850	1,850	0	0	1,850
111 22101 51036 06	Fire Marshall	Storrs Center Deduction	(29,130)	(29,580)	0	(450)	(29,580)
111 22101 51201 06	Fire Marshall	Regular - CSEA	11,470	11,470	0	0	11,470
111 22101 51508 06	Fire Marshall	Volunteer Incentive Prg.	4,500	4,500	0	0	4,500
111 22101 51601 06	Fire Marshall	Regular	112,730	114,540	1,810	0	114,540
111 22155 51203 06	Fire & Emer Svc	Part time NB CSEA	24,350	24,350	0	0	24,350
111 22155 51508 06	Fire & Emer Svc	Volunteer Incentive Prg.	40,000	40,000	0	0	40,000
111 22155 51601 06	Fire & Emer Svc	Regular	102,530	104,890	2,360	0	104,890
111 22160 51501 16	Fire & Emer Svc	Regular	750,160	752,670	2,510	0	752,670
111 22160 51503 16	Fire & Emer Svc	Part time	215,560	215,560	0	0	215,560
111 22160 51504 16	Fire & Emer Svc	Training	20,000	20,000	0	0	20,000
111 22160 51505 16	Fire & Emer Svc	OT - 1 1/2	131,650	131,650	0	0	131,650
111 23100 51201 06	Emer Mgmt	Regular CSEA	11,470	11,470	0	0	11,470
111 23100 51601 06	Emer Mgmt	Regular	37,220	37,850	630	0	37,850

**TOWN OF MANSFIELD
BUDGET TRANSFERS
FY 2011/2012**

ACCOUNT NUMBER	DEPT	OBJECT	APPROP	ESTIMATED	INCREASE	(DECREASE)	ADJUSTED APPROP
111 30100 51201 06 PW Admn.		Regular - CSEA	37,600	37,600	0	0	37,600
111 30100 51405 06 PW Admn.		Town Aid Deduction	(56,200)	(56,200)	0	0	(56,200)
111 30100 51601 06 PW Admn.		Regular	118,890	121,610	2,720	0	121,610
111 30200 51601 07 PW Oper.		Regular	84,880	86,920	2,040	0	86,920
111 30300 51401 07 Road Serv.		Regular	550,270	550,270	0	0	550,270
111 30300 51402 07 Road Serv.		OT - 1 1/2	57,000	57,000	0	0	57,000
111 30300 51603 07 Road Serv.		Temporary	15,400	15,400	0	0	15,400
111 30400 51401 07 Grounds Maint		Regular	273,500	273,500	0	0	273,500
111 30400 51402 07 Grounds Maint		OT - 1 1/2	11,480	11,480	0	0	11,480
111 30400 51603 07 Grounds Maint		Temporary	26,800	26,800	0	0	26,800
111 30600 51401 07 Equip. Maint		Regular	174,010	174,010	0	0	174,010
111 30800 51402 07 Equip. Maint		OT - 1 1/2	12,000	12,000	0	0	12,000
111 30700 51201 06 Engineering		Regular - CSEA	159,150	159,150	0	0	159,150
111 30700 51605 06 Engineering		Part time NB	12,500	12,500	0	0	12,500
111 30800 51036 06 Building Insp		Storrs Center Deduction	(21,660)	(22,370)	0	(710)	(22,370)
111 30800 51201 06 Building Insp		Regular - CSEA	27,930	30,710	2,780	0	30,710
111 30800 51205 06 Building Insp		OT Straight Time CSEA	0	700	700	0	700
111 30800 51601 06 Building Insp		Regular	151,360	155,420	4,060	0	155,420
111 30810 51201 06 Housing Code Insp		Regular - CSEA	93,420	95,280	1,860	0	95,280
111 30810 51205 06 Housing Code Insp		OT - Straight time	9,030	9,030	0	0	9,030
111 30900 51103 06 Facilities Managemer		Maint. Personnel	177,500	178,580	1,080	0	178,580
111 30900 51113 06 Facilities Managemer		Substitutes	1,200	1,200	0	0	1,200
111 30900 51120 06 Facilities Managemer		OT Straight Time	2,300	2,300	0	0	2,300
111 30900 51121 06 Facilities Managemer		OT Double Time	1,000	1,000	0	0	1,000
111 30900 51122 06 Facilities Managemer		OT - 1 1/2	14,000	14,000	0	0	14,000
111 30900 51201 06 Facilities Managemer		Regular CSEA	18,590	18,590	0	0	18,590
111 30900 51601 06 Facilities Managemer		Regular	98,090	100,350	2,260	0	100,350
111 42100 51201 06 Human Services		Regular - CSEA	103,720	103,720	0	0	103,720
111 42100 51601 06 Human Services		Regular	97,700	99,950	2,250	0	99,950
111 42210 51027 06 Youth Serv		YS Grant	(16,340)	(16,340)	0	0	(16,340)
111 42210 51201 06 Youth Serv		Regular - CSEA	145,100	145,100	0	0	145,100
111 42210 51602 06 Youth Serv		Part-time (B)	20,000	20,000	0	0	20,000
111 42300 51029 12 Senior Serv		TVCCA Grant Deduction	(2,580)	(2,580)	0	0	(2,580)
111 42300 51201 12 Senior Serv		Regular - CSEA	127,420	127,420	0	0	127,420
111 42300 51202 12 Senior Serv		Part time (B) CSEA	42,710	42,710	0	0	42,710
111 42300 51602 12 Senior Serv		Part time (B)	15,870	15,870	0	0	15,870
111 42300 51605 12 Senior Serv		Part time NB	10,090	10,210	120	0	10,210
111 43100 51201 08 Library Adm		Regular - CSEA	129,140	139,020	9,880	0	139,020
111 43100 51202 08 Library Adm		Part time-B-CSEA	29,250	33,560	4,310	0	33,560
111 43100 51601 08 Library Adm		Regular	246,450	254,880	8,430	0	254,880
111 43100 51605 08 Library Adm		Part time	87,670	78,340	0	(9,330)	78,340
111 51100 51201 06 Planning Adm		Regular - CSEA	115,220	122,310	7,090	0	122,310
111 51100 51601 06 Planning Adm		Regular	91,000	108,320	17,320	0	108,320
111 73000 56312 06 Contingency			120,880			(68,350)	52,530
			<u>\$ 6,127,110</u>	<u>\$ 6,078,080</u>	<u>\$ 104,990</u>	<u>\$ (104,990)</u>	<u>\$ 6,127,110</u>

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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; Cherie Trahan, Director of Finance
Date: December 12, 2011
Re: Capital Improvement Program Closeouts/Adjustments

Subject Matter/Background

Attached please find correspondence from the Director of Finance recommending a number of adjustments to the Capital Projects Fund. Throughout the fiscal year, we do periodically recommend such revisions, in order to close out projects, reallocate funding between projects and to make other appropriate adjustments. The Director will be available at Monday's meeting to address any questions you may have.

Recommendation

The Finance Committee will review the proposed adjustments at their meeting prior to the Council meeting on December 12, 2011. If the Finance Committee recommends that the adjustments be approved, the following motion is in order:

Move, effective December 12, 2011, to approve the adjustments to the Capital Projects fund, as presented by the Director of Finance in her correspondence dated December 7, 2011.

Attachments

- 1) C. Trahan re: Capital Projects Fund
- 2) Proposed Capital Fund Budget Changes

TOWN OF MANSFIELD
OFFICE OF THE DIRECTOR OF FINANCE



CHERIE TRAHAN, Director of Finance

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3344
fax: (860) 429-6863
E-Mail: trahanca@mansfieldct.org

TO: Matthew W. Hart, Town Manager
FROM: Cherie Trahan, Director of Finance
DATE: December 6, 2011
RE: Capital Projects Fund

Attached is an analysis of current and proposed Revenue and Expenditure Budgets for specific Capital Projects. If adopted as presented, it will accomplish the following.

1. Officially close out completed projects:

82617 Replace Engine 107/ET117
82816 SCBA Equipment Update
83635 Small Dump Truck/Sander
83732 Riding Mower
84214 MDD Improved Security
84219 Daycare Air Conditioning
85809 Community Center Equipment
85810 Comm Center Locker Room Repairs
85828 Southeast Park Improvements
85832 School House Brook Park Improvements
86244 Maintenance Shop Boiler/Heat
86613 Van-Facilities Management

2. Increase/(Decrease) funding for the following completed Overspent/(Underspent) projects:

82617 Replace Engine 107/ET117	\$ 1,423
83635 Small Dump Truck/Sander	(\$ 16,225)
83732 Riding Mower	(\$ 4,048)
84214 MDD Improved Security	(\$ 11,300)
84219 Daycare Air Conditioning	(\$116,254)
85809 Community Center Equipment	(\$ 34,000)
85810 Comm Center Locker Room Repairs	(\$ 940)
85828 Southeast Park Improvements	(\$ 70,000)
85832 School House Brook Park Improvements	(\$ 10,000)
86244 Maintenance Shop Boiler/Heat	(\$ 37,000)
86613 Van-Facilities Management	(\$ 10,500)

3. Increase/(Decrease) funding for the following open projects:

81820 Financial Software	\$14,400
83636 Large Dump Truck	\$16,225
84808 Senior Center Van	\$40,000
85102 BCP Restroom Improvements	\$10,000

PROPOSED CAPITAL FUND BUDGET CHANGES

JOB #	DESCRIPTION	FUNDING SOURCE	REVENUE BUDGET					EXPENDITURE BUDGET				BALANCE TO SPEND (OVERSPENT)		
			CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL REVENUES	OVER/ (UNDER) PROPOSED	CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL EXPEND.			
81820	Financial Software	CNR	58,400	-	58,400	33,400	(25,000)							
		Lease/Purchase	133,000	14,400	147,400	147,400	-							
			<u>191,400</u>	<u>14,400</u>	<u>205,800</u>	<u>180,800</u>	<u>(25,000)</u>	191,400	14,400	205,800	170,824		34,976	
* 82617	Replace Engine 107/ET117	Purchase Discount	3,660	-	3,660	3,660	-							
		Prepayment Credit	28,770	1	28,771	28,771	-							
		Sale of Property	19,800	8,100	27,900	27,900	-							
		CNR	700,000	(6,678)	693,322	720,000	26,678							
			<u>752,230</u>	<u>1,423</u>	<u>753,653</u>	<u>780,331</u>	<u>26,678</u>	752,230	1,423	753,653	753,653		-	
* 82816	SCBA Equipment Update	CNR	59,800	-	59,800	59,800	-	59,800	-	59,800	59,800		-	
* 83732	Riding Mower	CNR	17,000	(4,048)	12,952	-	(12,952)	17,000	(4,048)	12,952	12,952		-	
* 83635	Small Dump Truck/Sander	Bonds	45,000	(16,225)	28,775	45,000	16,225	45,000	(16,225)	28,775	28,775		-	
83636	Large Dump Truck	Bonds	150,000	16,225	166,225	-	(166,225)	150,000	16,225	166,225	-		166,225	
* 84214	MDD Improved Security	Daycare	32,500	(11,300)	21,200	32,500	11,300	32,500	(11,300)	21,200	21,200		-	
* 84219	Daycare Air Conditioning	Daycare	150,000	(116,254)	33,746	-	(33,746)	150,000	(116,254)	33,746	33,746		-	
84808	Senior Center Van	CNR	10,000	-	10,000	-	(10,000)							
		State Support	-	40,000	40,000	-	(40,000)							
			<u>10,000</u>	<u>40,000</u>	<u>50,000</u>	<u>-</u>	<u>(50,000)</u>	10,000	40,000	50,000	-		50,000	
85102	BCP Restroom Improvements	CNR	3,000	10,000	13,000	3,000	(10,000)	3,000	10,000	13,000	4,500		8,500	
* 85809	Community Center Equipment	Other Financing Sources	34,000	(34,000)	-	-	-	34,000	(34,000)	-	-		-	
* 85810	Comm Center Locker Room Improvements	CNR	28,000	(195)	27,805	-	(27,805)	28,000	(195)	27,805	27,805		-	
* 85828	Southeast Park Improvements	Local Support	3,000	-	3,000	3,000	-							
		Contributions	70,000	(70,000)	-	-	-							
		CNR	81,000	-	81,000	81,000	-							
			<u>154,000</u>	<u>(70,000)</u>	<u>84,000</u>	<u>84,000</u>	<u>-</u>	154,000	(70,000)	84,000	84,000		-	
* 85832	School House Brook Park Improvements	CNR	10,000	(10,000)	-	10,000	10,000	10,000	(10,000)	-	-		-	
* 86244	Maintenance Shop Boiler/Heat	Federal Support	37,000	(37,000)	-	-	-	37,000	(37,000)	-	-		-	
* 86613	Van - Facilities Management	Lease/Purchase	35,000	(10,500)	24,500	24,500	-	35,000	(10,500)	24,500	24,500		-	
			<u>\$ 1,513,930</u>	<u>\$ (227,475)</u>	<u>\$ 1,421,655</u>	<u>\$ 1,160,130</u>	<u>\$ (261,524)</u>	<u>\$ 1,649,130</u>	<u>\$ (227,475)</u>	<u>\$ 1,421,655</u>	<u>\$ 1,161,953</u>		<u>\$ 259,701</u>	

* Projects to be closed

Recap of Funding Changes:

Bonds	-
CNR	(10,921)
Contributions	(70,000)
Daycare	(127,554)
Federal Support	(37,000)
Lease/Purchase	3,900
Local Support	-
Other	(25,899)
State Support	40,000
	<u>\$ (227,475)</u>

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ARTS ADVISORY COMMITTEE
Meeting of Tuesday, 01 November 2011
Mansfield Community Center (MCC) Conference Room

Approved Minutes

1. The meeting was called to order at 7:10p by Kim Bova. *Members present:* Kim Bova, Blanche Serban, Joe Tomanelli, David Vaughan. *Members absent:* Tom Bruhn, Scott Lehmann. *Others present:* Matt Hart (town manager), Sarah Anderson (Downtown Storrs/MCC Playground Committee) and Bette Stern (MCC staff).
2. The draft minutes of the 10 October 2011 meeting were approved.
3. **Computer Monitors for art display.** Matt Hart informed the committee that Mansfield Board of Education purchased 6 computer monitors to display student art. The units are intended to function as big digital picture frames for artwork created by students grades k-8, possibly high school. Students' art teachers will select the art. The data will be stored on flash-drives. Possible locations of the monitors are the elementary schools, the middle school, the town hall, the public library, and the senior center. The committee approved the concept of digital art shows for students' art, contingent upon addressing the following issues: establishing the person in charge of uploading/monitoring the display at each location, clarifying what other content can be displayed on the monitors (town information, local TV channel, etc.), deputizing the teachers to select the art. The town manager indicated that he would come back to explain how these issues were addressed.
4. **Downtown Storrs/MCC Community Playground.** Sara Anderson, the general coordinator of the project, indicated that the playground would be built on the MCC ground and/or land purchased from UConn. The playground will be planned, designed, and built by adults and children from the community. In addition, a playground design firm, Leathers & Associates, was contacted to coordinate the design and the building of the playground. The funds for the project will come from community businesses, families, and individuals. Sara expressed interest in having local artists involved in designing and completing the project. David gave Sara the contact information for Peggy Church, who manages the distribution of information via email for a large local network of artists. Blanche distributed Artists' Open Studio brochures for the 2011 tour. Sara plans to visit local artists during the AOS tour to discuss the options. She will also send an email to the artist community through Peggy Church. The Playground Committee is also looking for volunteers to fill the positions of Design/Special Feature Coordinator, and Tools and Fundraising Coordinator. The Playground Committee has a page on Facebook, and is looking for a local web designer to develop a website that can be linked to the town page. The Playground Committee can be contacted by email (Sara Anderson, sdeputya@gmail.com), mail (4 South Eagleville Road, Mansfield, CT 06268), and phone (860 429-3338).
5. The new correspondence included a copy of the article "Ta Tas' Exhibit Not Allowed In Manchester Town Hall," published in Hartford Courant, 10/10/11.
6. **Art and Music Space in Downtown Storrs.** David learned that the town green would not include any permanent structure dedicated to art and music space. Kim will invite Cynthia van Zelm, the executive director of Mansfield Downtown Partnership, to discuss options regarding art and music space.
7. David reported that no progress was made in finding an outdoor performance space. David met with the manager from the Greek Church and visited the Greek theatre under construction on Dog Lane. The theater might be suitable and available for outdoor performances, for cultural and educational purposes only. David will invite the church manager to come to the AAC meeting in January to brainstorm ways for community involvement.
8. **Summer band proposal.** Joe and David are interested to be involved in running the program. Bette gave an account of the local tradition of summer band programs.
9. **MCC exhibits.**
 - a. Blanche will contact Jan Geoghegan to confirm the January exhibition date.
 - b. There is no application to exhibit from Suzy Staubach, even though Tom contacted her. Kim will e-mail Tom to find out what is going on.
 - c. Qui Lu was approved to proceed with the students' art exhibit at the public library.
Note: While the form for exhibition application available at MCC is specific for this location, the AAC policy refers to all the public spaces.

Exhibit Period	Entry cases		Sitting room		Hallway	
	Double-sided	Shelves	Upper (5)	Lower (3)	Long (5)	Short (2)
01 Oct – 14 Oct		<i>Festival art</i>	<i>Murray Wachman</i> (acrylics)			
15 Oct – 14 Jan	<i>Suzy Staubach??</i> (ceramics)					
15 Jan – 14 Apr	<i>Kenneth Dubay</i> (wooden bowls)		<i>Jan Geoghegan</i> (encaustic & mixed media)			
15 Apr – 31 May	<i>Mansfield School Art?</i>					
01 Jun – 17 Aug						
27 Aug – 14 Oct						
15 Oct – 14 Jan					<i>Jim Gabianelli</i> (machine art)	

10. Adjourned at 8:18p. Next meeting: 7:00p, Tuesday, 01December 2011.

Blanche Serban, Secretary, 01 November 2011.

ARTS ADVISORY COMMITTEE
Meeting of Tuesday, 04 October 2011
Mansfield Community Center (MCC) Conference Room

MINUTES

1. The meeting was called to order at 7:08p by Kim Bova. *Members present:* Kim Bova, Scott Lehmann, David Vaughan. *Members absent:* Tom Bruhn, Blanche Serban, Joe Tomanelli. *Others present:* Jay O'Keefe (staff).
2. The draft minutes of the 06 September 2011 meeting were approved.
3. **Festival on the Green.** This year's Festival was held at E. O. Smith High School on Sunday, September 25. Kim reported hearing favorable comments on the art show and live music. Prize-winning artwork from the show is now exhibited in the shelved display case at the MCC.
4. **Outdoor performance facilities.** David asked whether the Greek theatre under construction on Dog Lane might be suitable and available for outdoor performances. Work on it appears to have been suspended, perhaps due to financial difficulties. David will attempt to contact the church about the theatre's present status and future availability. He also noted that the Middle School has high walls suitable for projecting sound, though they face parking lots rather than nice lawns for audience seating; he reported that inflatable band shells are available – for a price. Kim thought that the set-up for live music in front of the E. O. Smith atrium at the Festival on the Green was satisfactory and that this venue could be used if a better one could not be found.
5. **Summer band proposal.** David floated a proposal for an Intergenerational Summer Band, affording middle- and high-school instrumentalists, as well as older players, an opportunity to play during the summer, rehearsing “medium-easy music” for a public concert. Jay indicated that this could be done as a Parks and Recreation Department program, with a fee to participate; as such, the band could use school facilities without having to buy insurance, though it might have to pay a fee for evening use. The Committee agreed that a summer band program was a fine idea, worth developing. David volunteered Joe Tomanelli to help him do so.
6. **MCC exhibits.**
 - a. Murray Wachman's exhibit is now up in the hallways and lower sitting room; it will run to January 14. Reneé Raucci's paintings have been taken down; Jay hopes that she will show up soon to reclaim them.
 - b. Tom Bruhn was to ask Suzy Staubach to apply to exhibit ceramics in the fall quarter; Kim will e-mail him to find out what is going on.
 - c. Scott contacted Jim Gabianelli, who then looked at the display areas and indicated a preference for exhibiting his machine art in the hallways, but not during summer. The next available slot appears to be next fall.
 - d. Jay contacted Lucille Eichner, suggesting the Mansfield Library as a venue for displaying her doll collection.
 - e. Jay received an application from Norman Stevens to exhibit wooden bowls by and on behalf of Kenneth Dubay, who died earlier this year. The Committee enthusiastically endorsed the proposal; Scott will let Mr. Stevens know by e-mail that he may have the display cases for the winter quarter.

Exhibit Period	Entry cases		Sitting room		Hallway	
	Double-sided	Shelves	Upper (5)	Lower (3)	Long (5)	Short (2)
01 Oct – 14 Oct		<i>Festival art</i>	<i>Murray Wachman</i> (acrylics)			
15 Oct – 14 Jan	<i>Suzy Staubach??</i> (ceramics)					
15 Jan – 14 Apr	<i>Kenneth Dubay</i> (wooden bowls)		<i>Jan Geoghegan</i> (encaustic & mixed media)			
15 Apr – 31 May	<i>Mansfield School Art?</i>					
01 Jun – 17 Aug						
27 Aug – 14 Oct						
15 Oct – 14 Jan					<i>Jim Gabianelli</i> (machine art)	

7. **Storrs Center.** The Committee has in the past lobbied the Downtown Partnership for an arts presence in the Storrs Center project, suggesting it consider a co-operative arts gallery, small work- & retail shops for artists, space

for street-performers, and public sculpture. At one time, the School of Fine Arts appeared to be interested in town-gown art gallery. It is not clear if any of these ideas have had any impact on the planning process. To them, Kim added the suggestion of a gallery in which small groups could perform and which could be rented for private parties, receptions, concerts, etc. It is probably time to make another pitch for art to the Downtown Partnership, preferably in the form of a proposal. The Committee agreed to discuss this at the November meeting, to which members are urged to come with ideas.

8. Adjourned at 8:16p. Next meeting: 7:00p, Tuesday, 01 November 2011.

Scott Lehmann, Secretary, 06 October 2011; approved 01 November 2011.

**Town of Mansfield
Parks Advisory Committee
Minutes
September 7, 2011
Secretary – Al Montoya**

Present: Sue Harrington, Tom Harrington, Ethan Avery, Al Montoya, and Jennifer Kaufman

- I. The meeting was called to order at 7:32 P.M.
- II. The minutes for the June meeting were approved.
- III. Old Business
 - a. Updates on Eagle Scout projects were discussed.
 - i. The Bridge in Eagleville was completed by Dan Vitullo and looks great. All of the trails were completed and two bridges were widened.
 - ii. Keith Chayson completed the Dorwart Bridge.
 - iii. Eric Wilson is in the process of completing the viewing platform on Sawbrook.
 - iv. There is a need for a small bridge in Dorwart over a little brook.
 - b. Recreational trails program grant
 - i. The scope of work was completed and submitted in the previous week. The purpose is to unify natural space within the Storrs downtown project. The grant proposal included trails and medallions annotating natural trails.
 - c. Dorwart trail update
 - i. The Dorwart trail was completed. The trail has been developed from the turnaround and creates a loop.
 - d. PAC charge
 - i. The PAC charge was adopted by the town council.
 - e. Review of Fall programming
 - i. Letterboxing was completed during the summer. Six residents completed all. Next year we will develop more and advertise better.
 - ii. There will be a planetarium event on September 16 from 6:30-9:30.
 - iii. Mansfield Day is scheduled for September 24. We will start at the MCC and go to Moss Sanctuary.
 - iv. There is a cosponsored event with the Willimantic River Alliance on October 1.
 - v. The Dorwart dedication walk is scheduled for October 2 from 2:00-4:00.

- vi. Sue and Ethan will lead a walk in Merrow Meadow on October 8 at 10:00am.

IV. New Business

- a. Winter Programming
 - i. There is a winter "tracking" event scheduled for Moss walk that will be in conjunction with the Storrs Winter Carnival.
- b. Upcoming Initiatives
 - i. PAC will be reviewing management plans on Dorwart, Moss and River Park.
 - ii. WHIP work is continuing.
 - iii. Membership letters will be sent out to those who are not attending PAC meetings. There is a need for an E.O. Smith Representative.

V. The meeting was adjourned at 8:30 P.M.

Respectfully submitted, Al Montoya, Secretary

**TOWN OF MANSFIELD
PERSONNEL COMMITTEE**

**Friday, October 28, 2011
Audrey Beck Municipal Building, Conference Room B
Minutes**

Members Present: Deputy Mayor Toni Moran (Chair), Peter Kochenburger, Christopher Paulhus

Other Council Members Present: Paul Shapiro

Staff Present: Matt Hart, Town Manager, Maria Capriola, Assistant to Town Manager, Dennis O'Brien, Town Attorney

The meeting was called to order at 8:05a.m.

1. APPROVAL OF MINUTES

The meeting minutes of 10/28/11 were moved as presented by Paulhus, seconded by Kochenburger and adopted with one correction. The minutes were approved unanimously as revised.

2. COUNCIL RULES OF PROCEDURE

The Committee reviewed draft revisions to the Council Rules of Procedure. Further changes were made to Rule 7i as follows: *"Any motion to reconsider shall be in order only upon motion by a member participating in the prevailing vote of the original motion. Motions to adjourn or to reconsider the previous question shall not be reconsidered."* Kochenburger moved, seconded by Paulhus to approve the draft as amended. The motion passed unanimously. The Committee plans to submit its recommendations to the Council as a whole for the 11/14/2011 meeting.

3. PERSONNEL RULES

The Committee reviewed draft revisions to Chapter 12 of the Personnel Rules (grievance procedure). Paulhus moved, seconded by Kochenburger to accept the rules as amended. The motion passed unanimously. The Committee plans to submit its recommendations to the Council as a whole for the 11/14/2011 meeting.

4. ETHICS CODE

The Committee recommends the following changes to the draft Ethics Code:

- 25-7G: add "Enforcement of this provision shall be consistent with the Town's legal obligations" to the end of the section.
- 25-7M: replace the words "being politically active" with "taking an active role."
- 25-8F(2): eliminate the words "for Tolland County."

Paulhus moved, seconded by Moran to accept the amendments. The motion passed unanimously. Since a public hearing has been scheduled the Town Attorney will research and inform the Committee as to when the recommendations should be presented to the Council.

5. EXECUTIVE SESSION – Town Manager's Performance Review

Paulhus moved, seconded by Moran to move into executive session. The Committee unanimously approved and entered into executive session at 8:50am; Committee members were the only people present at the executive session

The Committee came out of executive session and the meeting adjourned at 9:15 a.m.

Respectfully Submitted,
Maria E. Capriola, M.P.A.
Assistant to Town Manager

**MANSFIELD DOWNTOWN PARTNERSHIP
FINANCE AND ADMINISTRATION COMMITTEE**

THURSDAY, OCTOBER 27, 2011

MINUTES

Present: Phil Barry, Harry Birkenruth, Mark Hammond, Matt Hart, and Frank Vasington

Guests: Steve Bacon and Antoinette Webster

Staff: Cynthia van Zelm

1. Call to Order

Matt Hart called the meeting to order at 3:05.

2. Approval of Minutes from August 3, 2011 and September 22, 2011

Harry Birkenruth made a motion to approve the August 3 and September 22, 2011 minutes. Frank Vasington seconded the motion. The motion was approved unanimously.

3. Clarification of Conflict of Interest Policy

Steve Bacon and Antoinette Webster, attorneys at the law firm of Kahan, Kerensky & Capossela, LLP, and members of the Partnership's Board of Directors, were present to ask the Committee about clarification of its conflict of interest policy.

The Committee reviewed the current Partnership conflict of interest policy. One of the key questions is whether a committee has jurisdiction on evaluating a conflict.

The Committee agreed to add the issue of which Partnership committee would have a role in determining whether a conflict exists (the current policy refers to the Board or a committee) to the next Board agenda. The Committee also asked that the Partnership's attorney Lee Cole-Chu review the current policy.

4. Relocation Claim

The Committee reviewed the relocation claim submitted by Valerie Varga, on behalf of Campus Cuts. Campus Cuts has closed its business and will not be relocating into the Storrs Center project. Mark Hammond made a motion to approve a \$20,000 relocation claim as recommended by the Partnership's relocation consultant Phil Michalowski, to Ms. Varga. (Per the Town's development agreement with Storrs Center Alliance and Education Realty Trust, the cost of relocation claims will continue to be split 50/50 between the Town and Storrs Center Alliance). Mr. Barry seconded the motion. Mr. Hart abstained. The motion was approved with the one abstention.

Cynthia van Zelm explained that the Relocation Plan in the Storrs Center Municipal Development Plan allows for advance payments to a claimant for relocation if a hardship exists – as determined by the Partnership. The Committee agreed that the claimant needs to provide evidence to that effect.

5. Update on Storrs Center

Ms. van Zelm said the construction team hopes to have the exterior siding work done by Thanksgiving. The pre-cast sections of the garage should be arriving in January to the garage site. The contract for the Storrs Road and Dog Lane work is expected to go out to bid by November.

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

6. Executive Session – Personnel

Present: Mr. Barry, Mr. Birkenruth, Mr. Hammond, Mr. Hart, and Mr. Vasington

Also Present: Ms. van Zelm

7. Adjourn

The meeting adjourned at 4:46 pm.

Minutes taken by Cynthia van Zelm

**MANSFIELD DOWNTOWN PARTNERSHIP
BUSINESS DEVELOPMENT AND RETENTION COMMITTEE**

March 2, 2011

5:00 PM

**Mansfield Downtown Partnership office
1244 Storrs Road**

Minutes

Present: Chair: Steve Rogers, Roger Adams, Brien Buckman, Curt Hirsch, Marty Hirschorn, Girish Punj, Rene Schein, Brian Wells

Staff: Cynthia van Zelm

Guest: Howard Kaufman, LeylandAlliance (by telephone)

1. Call to Order

Steve Rogers called the meeting to order at 5:05 pm. He announced that Matt Raynor resigned due to scheduling conflicts.

2. Public Comment

There was no public comment.

3. Approval of Minutes from November 17, 2010 and February 9, 2011

Rene Schein made a motion to approve the minutes from November 17, 2010. Brien Buckman seconded the motion. Brian Wells abstained. The motion was approved.

Rene Schein made a motion to approve the minutes from February 9, 2011. Brien Buckman seconded the motion. Roger Adams and Curt Hirsch abstained. The motion was approved.

4. Update and Discussion on Commercial Leasing

Howard Kaufman with LeylandAlliance joined the meeting by phone.

Mr. Rogers asked Mr. Kaufman about the status and process of the commercial leasing in Storrs Center.

Mr. Kaufman said the commercial leasing team, Charter Realty, has spoken to most of the businesses that have signed letters of intent to begin negotiations on leases. He said the Leyland and contractor team will meet with each tenant to discuss the construction of each tenant's space.

Marty Hirschorn asked for the process that Charter is undergoing and a timetable. Mr. Kaufman said the team of Peter Elliott and Dan Zelson are working with a variety of prospective tenants including grocery stores as a grocery store is a highly desired use.

Mr. Kaufman said that Charter has reached out to over 100 prospective retailers since they were brought on last fall. Mr. Kaufman said that Leyland will now only announce leases so that negotiations can continue in a confidential, private manner, as appropriate.

Girish Punj asked about Leyland's website and some out dated information, noting that it is important that the website be up to date on all of Leyland's projects. Mr. Kaufman said the website was being updated and the new website should be up and running in the next few weeks.

Mr. Kaufman said he expects that once the project is under construction, there will be even more interest in Storrs Center.

Mr. Rogers mentioned that he was at the regional International Council of Shopping Centers (ICSC) meeting in Hartford today and the Charter Realty team was there promoting Storrs Center. Mr. Kaufman said that the Charter team was also at the larger ICSC meeting in New York City a few months ago.

Mr. Rogers also noted that the featured lunch speakers in Hartford represented Price Chopper, Big Y, and Shop & Stop and they all said that future stores are trending smaller – 35,000 square feet vs. 60,000 or so square feet.

Mr. Buckman encouraged continued discussions with local businesses.

Mr. Kaufman said they are looking for larger users in the Phase 1B building.

Mr. Hirschorn asked if the Committee could be updated by Charter Realty periodically. With respect to process, Mr. Kaufman said the Partnership staff sends a weekly list of inquiries for commercial space to Leyland and to Charter Realty. Mr. Elliott from Charter has contacted all those people and followed up on recommendations from people including the Committee. Mr. Kaufman encouraged the Committee to forward on prospective businesses. Mr. Kaufman also noted Mr. Elliott and Mr. Zelson's over 20 years of experience in commercial leasing, and said Charter leased over 3 million square feet in retail last year.

Mr. Kaufman said he can arrange for Charter Realty to update the Committee by phone on a periodic basis.

Mr. Kaufman said they are targeting a few more restaurants but looking for other type of businesses.

With respect to Mr. Hirschorn's question about financing, Mr. Kaufman said that budgets are being finalized as design development drawings are completed, and a general contractor is hired. Mr. Kaufman will be working with its equity partner EDR to put together a financing package.

Mr. Hirschorn said it is important to convey to the public that progress is being made.

5. Review Construction Logistics for current Storrs Center businesses

Given the hour, the Committee postponed discussion on this topic until its next meeting.

6. Future meetings

The Committee agreed to meet on April 12 at 5 pm.

7. Adjourn

The meeting was adjourned at 6:25 pm.

**MANSFIELD DOWNTOWN PARTNERSHIP
BUSINESS DEVELOPMENT AND RETENTION COMMITTEE**

April 12, 2011

5:00 PM

Mansfield Downtown Partnership office
1244 Storrs Road

Minutes

Present: Roger Adams, Brien Buckman, Curt Hirsch, Marty Hirschorn

Staff: Cynthia van Zelm

Guest: Howard Kaufman, LeylandAlliance; Peter Elliot and Dan Zelson, Charter Realty (all by telephone); Board of Directors member Harry Birkenruth

1. Call to Order

Curt Hirsch called the meeting to order at 5:09 pm in Steve Rogers absence.

2. Public Comment

There was no public comment.

3. Approval of Minutes from March 2, 2011

There was no quorum so the minutes were not approved.

4. Review Construction Logistics for current Storrs Center businesses

Committee members briefly discussed a list of draft questions that Cynthia van Zelm put together for discussion that would be pertinent to current and future Storrs Center businesses during construction.

Mr. Hirsch noted that he had sent an e-mail to Ms. van Zelm about the signage review requirements by Town staff. He said that often developers or tenants will want to have information that a business is "coming soon" but the current regulations do not allow that type of signage on site (except in a window) before a business opens.

Marty Hirschorn expressed concern about how this might affect promotion for businesses. Mr. Hirsch said that sometimes signage can list all tenants together in a group off-site. Mr. Hirsch said there is a process to appeal regulations through the Board of Appeals. Ms. van Zelm suggested that this be discussed further by Partnership and Town staff.

5. Update and Discussion of Commercial Leasing

Howard Kaufman with LeylandAlliance, and Dan Zelson and Peter Elliott with Charter Realty joined the meeting by telephone.

Mr. Zelson said that Charter is bound by confidentiality agreements in its Letters of Intent and leases with tenants.

He noted that Phase 1A is close to being tenanted with either Letters of Intent or leases being finalized. There is a good mix of local, regional and national tenants. Mr. Zelson said he is pleasantly surprised; they are ahead of schedule on their leasing.

Mr. Zelson said they hope to announce some leases soon.

Roger Adams asked why progress is ahead of schedule. Mr. Zelson said part of the reason is the economy is picking up but more importantly the demand for the Storrs Center type project is strong and they have been seeing similar interest in a college town in Maryland where they are a leasing agent.

Mr. Hirsch asked about what methods are being used to get the word out on Storrs Center. Mr. Zelson said they do an e-mail blast about Storrs Center to regional and national retailers and brokers. Charter has also issued some press releases and attended some trade shows.

Mr. Elliott has also compiled an extensive list of projects in similar college towns that may fit in Mansfield.

Mr. Zelson said the Partnership has also provided leads that Charter has pursued.

Mr. Zelson noted that the most important advertising will be to get the project in the ground.

Cynthia van Zelm asked what the Committee can do to help. Mr. Elliott suggested that Committee members continue to forward leads to Charter. Residents know the town best. Mr. Zelson echoed the fact that the input through the Partnership is the best way to get prospects.

Mr. Hirschorn asked how the mix of tenants is determined. He expressed concerns in the past about the summer season when there are much fewer residents. He said that people often have to travel far to find a "destination" restaurant.

Mr. Zelson said a lot is determined by the marketplace. They are not trying to create an area of only one price point with respect to restaurants, etc.

Harry Birkenruth asked about how the proposed rental rates compare with other areas. Are tenants feeling comfortable with the proposed rates? Mr. Zelson said that rent has typically not be an issue in the discussions. He said the rents would be less than West Hartford. Mr. Kaufman said he expected that rents would be at the upper end of the Storrs market and noted that Leyland would not want to price itself out of the market. Mr. Elliott said he thought rents were comparable to rents surrounding Syracuse University.

Mr. Hirschorn asked if there was a target with respect to local vs. regional vs. national tenants. Mr. Elliott said that Charter is not looking at any big box tenants. He said they are hoping to bring in the best tenant regardless of whether they fit into a category. Mr. Zelson said Charter evaluates what each business brings to the mix and how do they fit in with the other tenants.

Mr. Kaufman said that Charter presents offers to Leyland and Leyland makes the decision about whether a particular tenant should be pursued, but they are relying on Charter's long-term professional experience.

Mr. Zelson said that Charter will work with the Partnership in terms of announcing leases when they are ready - through press releases.

Mr. Kaufman, Mr. Zelson, and Mr. Elliott ended their call.

Brien Buckman said it will be important to reach out to businesses who have signed leases to ascertain how the Committee can help them succeed. He related his comment back to the construction related questions.

6. Future Meetings

Mr. Hirsch suggested that Committee members forward on comments on the construction questions to Ms. van Zelm and that the discussion continue at the next meeting.

The Committee agreed that a next meeting date could be deferred.

7. Adjourn

The meeting was adjourned at 6:15 pm.

Town of Mansfield Traffic Authority
Minutes of the Meeting – October 25, 2011

Present: Hultgren, Meitzler, Painter, Cournoyer, Sprague-Weiss (Bassetts Bridge Road – guest)

The meeting began at approximately 9:38 am and there were no corrections to the minutes of the September 27, 2011 meeting.

72 Mansfield City Road – a guardrail contractor has been hired to install the short section of guardrail along Mansfield City Road.

Hillyndale, Baxter, Hanks Hill Road – the results of the traffic data taken on October 11, 2011 on Baxter Road south of Route 195 was reviewed, and the 85% speeds were below the action level for speed humps. The requesting party will be notified and the matter referred to Cournoyer for continued enforcement. Hillyndale and Hanks Hill Roads remain in the queue for traffic data.

Ravine Road – Hultgren met with UConn representatives to discuss signage on Route 32. They expressed a desire to use conventional directional signs (MUTCD) on Routes 44 and 32 rather than a custom sign along Route 32 prior to Ravine Road. A field trip has been set up for later this month to establish the locations on Routes 44 and 32 for these signs. Hultgren said he would like to proceed with a custom sign to be placed on North Eagleville Road just east of the Bone Mill Road intersection. The sign was reviewed and approved by consensus.

Bassetts Bridge Road – Sprague-Weiss explained her concerns about speed on Bassetts Bridge Road and sight distance at the South Bedlam Road intersection. She reiterated her request for stop signs at this intersection noting that the limited sight lines might warrant them. After discussion, it was agreed to check on the sight distance at the intersection, to see if there is no streetlight at this intersection, to check the location or need for a stop bar, and to look for a location where the speed trailer could be placed. Additionally, Windham or the DOT will be contacted regarding the apparent lack of lighting opposite Route 203 at the Route 203/Route 6 intersection.

Depot Road – has been monitored for speed since the last meeting. Meitzler will spot check them again this week.

Chaffeeville Road – Has been added to the locations for spot speed enforcement. Hultgren will continue to look for a place to set up the speed trailer near the southern end of the road.

Roundabout at Birch/Hunting Lodge Roads – The pavement has been repaired and Meitzler handed out delay data he had obtained at the roundabout. After discussion, it was felt that the roundabout was working as expected, but a larger yield sign on the eastbound leg of Birch Road entering the roundabout should be installed. The DPW will order and install this sign. Hultgren will inform the resident who expressed concern about the area.

Walk facing traffic sign request – Signs for Hunting Lodge Road extension have yet to be ordered and installed.

Parking along Carriage House Drive – Painter handed out a sketch showing additional parking along Carriage House Drive to enable cars to be parked in the area without blocking the traveled way. After review, the plan was approved with the understanding that the parking will be off the traveled way.

Streetlights on Adeline Place – the petition/letter received requesting the Town pay for the streetlights on Adeline Place was reviewed. Noting that the Town’s policy is to provide lighting at intersections, Town facilities and dangerous curves/locations for public safety, the lights on Adeline Place do not meet this criteria. Painter will correspond with the requesting parties explaining the Town’s policy.

Revisions to the Town’s Parking Ordinance and Parking fines – Hultgren passed out a revised proposal from the Storrs Center Parking Steering Committee for the Authority’s review. The additions to the regulations and parking fines were endorsed with some minor editing. These will now go back to the steering committee and then to the Town Council for adoption.

Request for footpath on Route 89 in Mansfield Center – this request is for the exact area that the Town’s recent Safe Roads to School grant application addressed. Painter will communicate this to the requesting person.

Handicapped crossing signs on Route 195 at EO Smith – this was discussed with Ms. Gerlach and suggestions were offered as to how to get this suggestion to the appropriate approving agencies (EO Smith and the DOT).

The meeting was adjourned at approximately 10:50 AM.

Respectfully submitted,

Lon Hultgren
Director of Public Works

**MANSFIELD DOWNTOWN PARTNERSHIP
BOARD OF DIRECTORS MEETING
Thursday, October 6, 2011
Mansfield Town Hall
Town Council Chambers
4 S. Eagleville Road**

4:00 PM

MINUTES

Present: Steve Bacon, Matthew Hart, David Lindsay, Philip Lodewick, Toni Moran, Richard Orr, Betsy Paterson, Chris Paulhus, Alex Roe, Steve Rogers, and Kristin Schwab

Staff: Cynthia van Zelm

1. Call to Order

Philip Lodewick called the meeting to order at 4:06 pm.

2. Opportunity for Public Comment

There was no public comment.

3. Approval of Minutes of September 1, 2011

Betsy Paterson made a motion to approve the minutes of September 1, 2011. Chris Paulhus seconded the motion. Steve Bacon and Richard Orr abstained. The motion was approved with the abstentions.

4. Director's Report

Cynthia van Zelm said the framing and exterior work on Phase 1A is expected to be complete by Christmas.

Ms. van Zelm said the second job fair was held on September 8 at the Community Center. A third job fair will be held in January.

She said the clearing as begun for the parking garage. The goal is to have the clearing and foundation in by December so the pre-case pieces can be brought in by January.

Ms. van Zelm said she and Katie Andrighetti, property manager for the Oaks on the Square, have met with many groups and attended events in the last month with respect to marketing the apartments. These included the UConn Graduate Student Senate, Mansfield School District and Region 19 School District open houses, the Celebrate Mansfield Weekend wine tasting, and UConn Transportation Services. Future meetings are planned with Windham Hospital and deans of the schools at UConn. Ms. van Zelm said she will also have a presence at the UConn Homecoming Spirit Village for returning alumni at the football game.

Ms. van Zelm said the Town Council and Community Quality of Life Committee will have a joint meeting on Tuesday which will include a Storrs Center site visit and visit at the Oaks on the Square office. The meeting will continue with an update from EDR on the residential marketing and management plans.

Ms. van Zelm said the Parking Steering Committee will meet on October 17. A cooperative agreement among the Storrs Center and adjacent property owners regarding parking enforcement is close to being finalized.

Matt Hart said one of the key elements of the plan is to deputize people as special constables so they will have the ability to tow and ticket on lots. The agreement, along with the overall parking plan, will be brought to the Board and to the Town Council.

5. Approval of Revisions to Partnership Membership Development Committee Charge

David Lindsay made a motion to approve the revised charge for the Membership Development Committee as stated below. Alex Roe seconded the motion.

Membership Development Committee (DRAFT revised by Committee on August 8, 2011)

- Encourage and solicit individuals, organizations and businesses to join, and when possible, be active in the Mansfield Downtown Partnership
- Organize and conduct an annual membership drive in the fall for both existing and new members to be effective starting in January of the following year

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- Promote the assistance from volunteers within the Board of Directors, committees, and community
- Assist the Board of Directors and all committees in recruiting new members
- Evaluate and initiate new or enhanced outreach programs to gain new memberships
- Meet the financial goal of memberships as approved by the Board of Directors
- Have a presence at critical community and University of Connecticut functions to convey the mission of Storrs Center, answer questions, and gain new members
- Promote articles and information in local newspapers, magazines and electronic media with membership forms available when possible
- Maintain literature racks with membership forms at key locations in the community and at the University of Connecticut
- Raise student awareness of the Partnership through membership and outreach at University of Connecticut functions
- Coordinate publicity and marketing efforts with the Advertising and Promotion Committee

The motion was approved unanimously.

6. Storrs Center Action Items: Review and Consideration of Storrs Center Village Street and Transit Pathways Zoning Permit application

Steve Bacon said the Planning and Design Committee met on September 20 to review the Village Street and Transit Pathways zoning application. The Committee adopted a motion on that day recommending that the Board find the application in compliance with the Storrs Center Design District guidelines.

A public hearing was held on October 4. There were a few speakers including neighbors Rick and Leslie Robarge who own the building at 18 Dog Lane. They mentioned that most of their concerns were answered by Storrs Center Alliance prior to the public hearing. Ms. Robarge did express concern about no landscaping between their building and the parking garage.

Other topics that came up at the public hearing included stormwater management, and light pollution. Geoff Fitzgerald with BL Companies said that the lights in the street lights will be cut off with the bulb and lens in the top of the fixture. The light will be shining down, not spreading out. William Shakalis asked that the Storrs Center Sustainability Guidelines be revised to incorporate the latest technology regarding alleviating light pollution. Mr. Bacon said the Planning and Design Committee will review the information that Mr. Shakalis provided.

Mr. Bacon said that further comments provided before the hearing related to eliminating some parking spots on Village Street close to the intermodal center to make the turns out of the spaces more safe. BL Companies did remove some spots.

Another change from previous Village Street drawings was the addition of a fence along Village Street to conceal the site lines to the back of the Post Office where the trucks are located. Additional trees are also planned to serve as a buffer.

Rich Orr said he had been appointed to serve on the Board by UConn President Herbst but wanted to make the Board aware of his potential conflict of interest. His statement is attached to the minutes. Mr. Orr recused himself on a vote on the Village Street and Transit Pathways zoning permit application as he will treat his potential conflict as a conflict.

Mr. Bacon made the following motion:

“In accordance with Mansfield Zoning Regulations Article X, Section S (“Storrs Center Special Design District regulations”), the Mansfield Downtown Partnership held a public hearing on October 4, 2011, for the purpose of hearing public comment on the consistency of the zoning permit application for the development of the Village Street and Transit Pathways in Storrs Center, (“the Application”) with the Storrs Center Special Design District regulations. Based on its review, and on the recommendation of the Partnership’s Planning and Design Committee, and subject to the Mansfield Director of Planning and Development’s review and consideration of technical issues and public comment, related to the Application, the Partnership Board of Directors finds that, to the best of its knowledge and judgment, the Application fully complies with the requirements of the Storrs Center Special Design District regulations, in general. President Philip Lodewick is authorized formally to convey this advisory opinion to the Mansfield Director of Planning and Development.”

Ms. Paterson seconded the motion.

Ms. Roe noted that since the University still owns the property in question, she wanted to be on record that the University supports the zoning permit application.

The motion was approved with one abstention by Mr. Orr.

7. Four Corners Sewer and Water Study Advisory Committee Update

Mr. Hart said a meeting was held to kick off the Environmental Impact Evaluation (EIE) for the water sources in Mansfield. The Town and UConn have co-endorsed the EIE. Milone & MacBroom has been retained to conduct the EIE. They are looking at 8 possible well locations as well as two interconnected systems from the north and south.

There will be an upcoming Town referendum on November 8 with respect to approval of \$350,000 for water and sewer permitting and engineering.

8. Report from Committees

Advertising and Promotion

Kristin Schwab said the Committee met last week.

She said Ms. van Zelm and Special Projects Coordinator Kathleen Paterson went over the various modes of communication that the Partnership utilizes.

Ms. K. Paterson updated the Committee on the responses received on the construction website. Ms. Schwab said Ms. van Zelm commended Ms. K. Paterson on the work she is doing on updating the construction website.

Ms. Schwab said the Committee voted on establishing a volunteer network to assist Ms. van Zelm and Ms. K. Paterson with the many outreach activities that they undertake. The goal would be to have Partnership Board members and members in general help represent the Partnership at meetings, open houses, etc.

Ms. Schwab said she and her students have presented an update on the public spaces plan to key stakeholders last week. The product is almost complete. There will be a report as well as a brochure. Ms. Schwab said the feedback has been very good. She will bring recommendations to the Planning and Design Committee on October 17 and to the Board at its November meeting.

Business Development and Retention

Steve Rogers said the Committee had not met in awhile. He indicated that with many of the current tenants negotiating leases on an individual basis, there is some question about what the Committee's role is with respect to

retention. How and should the Committee advise a business in their negotiations? Mr. Hart suggested the Committee can serve as an ombudsman, assisting tenants with general concerns and questions with respect to retention.

Ms. van Zelm said that one role could be for the Committee to provide input to the commercial marketing plan which is being drafted by Storrs Center Alliance.

Festival on the Green

Ms. Paterson said the feedback on the Festival has been positive, particularly the location at the High School.

She said the wine tasting as part of Celebrate Mansfield Weekend was sold out.

Finance and Administration

On behalf of the Committee, Mr. Hart referenced the end of the year (June 30, 2011) financials. He said that revenues had exceeded expenditures and the contingency did not need to be used. The Partnership is in a healthy position.

With respect to the grants page, it is showing a deficit because the Town receives the grant funds on a reimbursable basis.

With respect to the parking garage, Mr. Hart and Ms. Paterson noted that the bids were competitive allowing the extra deck on the garage to be built. Mr. Hart said that Downes out of New Britain was selected as the general contractor for the garage. He noted that Beebe Construction from Mansfield was the first subcontractor hired.

Mr. Rogers requested that the "Estimated Statement of Revenues, Expenditures and Changes in Fund Balance" add "Grant Fund Balance" to the title to distinguish it from the "Operating" Fund Balance.

Mr. Hart noted that the CT Department of Economic and Community Development has indicated that Storrs Center Alliance and EDR have met the financial conditions established under the grant conditions for the parking garage.

Mr. Hart said the Committee is continuing to review the Executive Director position and is reviewing it against the Town of Mansfield's classification system. He expects to report back to the Board at its next meeting.

Membership Development

In Chair Frank McNabb's absence, Ms. van Zelm said that Mr. McNabb, Mr. Lindsay and Dennis Heffley had staffed a table at a UConn football game and the Committee was planning to do the same at a few UConn basketball games.

Ms. van Zelm said the new membership brochure is in process.

Planning and Design

Mr. Bacon said the Committee will meet on October 18 and will hear a presentation on the public spaces plan as well as hold a discussion on the naming of roads in Storrs Center.

9. Adjourn

Mr. Paulhus made a motion to adjourn. Ms. Schwab seconded the motion. The motion was approved and the meeting adjourned at 5:50 pm.

Minutes taken by Cynthia van Zelm

Since 1975



FREEDOM OF INFORMATION

Item # 10



Connecticut Freedom of Information Commission • 18-20 Trinity Street, Suite 100 • Hartford, CT 06106
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Mike Sikoski,
Complainant(s)
against

Notice of Meeting

Docket #FIC 2011-178

Saul Nesselroth, as Chairman,
Board of Ethics, Town of Mansfield;
and Board of Ethics, Town of Mansfield,
Respondent(s)

November 30, 2011

Transmittal of Proposed Final Decision

In accordance with Section 4-179 of the Connecticut General Statutes, the Freedom of Information Commission hereby transmits to you the proposed finding and decision prepared by the hearing officer in the above-captioned matter.

This will notify you that the Commission will consider this matter for disposition at its meeting which will be held in the Freedom of Information Commission Hearing Room, 18-20 Trinity Street, 1st floor, Hartford, Connecticut, at **2 p.m. on Wednesday, January 11, 2012**. At that time and place you will be allowed to offer oral argument concerning this proposed finding and order. Oral argument shall be limited to ten (10) minutes. For good cause shown, however, the Commission may increase the period of time for argument. A request for additional time must be made in writing and should be filed with the Commission **ON OR BEFORE December 30, 2011**. Such request **MUST BE (1) copied to all parties, or if the parties are represented, to such representatives, and (2) include a notation indicating such notice to all parties or their representatives.**

Although a brief or memorandum of law is not required, if you decide to submit such a document, the Commission requests that an **original and twelve (12) copies** be filed **ON OR BEFORE December 30, 2011**. PLEASE NOTE: Any correspondence, brief or memorandum directed to the Commissioners by any party or representative of any party **MUST BE (1) copied to all parties, or if the parties are represented, to such representatives, (2) include a notation indicating such notice to all parties or their representatives and (3) be limited to argument. NO NEW EVIDENCE MAY BE SUBMITTED.**

If you have already filed a brief or memorandum with the hearing officer and wish to have that document distributed to each member of the Commission, it is requested that **twelve (12) copies** be filed **ON OR BEFORE December 30, 2011**, and that **notice be given to all parties or if the parties are represented, to their representatives, that such previously filed document is being submitted to the Commissioners for review.**

By Order of the Freedom of Information Commission

W. Paradis

Acting Clerk of the Commission

Notice to: Mike Sikoski
Dennis O'Brien, Esq.

11/30/11/FIC# 2011-178/Trans/wrbp/VDH/TAH

-7
FREEDOM OF INFORMATION COMMISSION
OF THE STATE OF CONNECTICUT

In The Matter of a Complaint by

Report of Hearing Officer

Michael Sikoski,

Complainant

against

Docket #FIC 2011-178

Saul Nesselroth, as Chairman,
Board of Ethics, Town of Mansfield;
and Board of Ethics, Town of Mansfield,

Respondents

September 30, 2011

The above-captioned matter was heard as a contested case on August 16, 2011, at which time the complainant and the respondents appeared, stipulated to certain facts and presented testimony, exhibits and argument on the complaint.

After consideration of the entire record, the following facts are found and conclusions of law are reached:

1. The respondents are public agencies within the meaning of §1-200(1), G.S.

2. By email dated June 8, 2010 and filed June 9, 2010, the complainant appealed to the Commission, alleging that the respondents violated the Freedom of Information ("FOI") Act in the following way: prior to formally calling the March 7, 2011 special meeting of the Mansfield Board of Ethics to order, Vice Chairman Nesselroth began a discussion with the board members who were present concerning an email that the board had received concerning "parliamentary procedures." The complainant contends that this matter was not an issue on the special meeting's agenda. In connection with this alleged violation, the complainant is seeking the imposition of civil penalties.

3. Prior to the contested case hearing, by letter dated August 4, 2011 and filed August 5, 2011, the respondents filed a motion pursuant to §1-206(b)(2), G.S., seeking "relief from the Commission regarding frivolous and repeated FOI appeal complaints being filed by Mr. Michael Sikoski." Specifically, the respondents requested that, in lieu of a contested case hearing, the Commission schedule a hearing pursuant to §1-206(b)(2), G.S., to determine whether the complainant has taken this appeal "frivolously, without reasonable grounds and solely for the purpose of harassing the agency from which the appeal has been

taken.” In the moving papers, the respondents explained that Mr. Sikoski’s complaints against the respondent board and the Town of Mansfield generally began after he was removed as the chairman of the Board of Ethics. The respondents further explained that “Board of Ethics members and staff continue to believe that these complaints are at least in part retaliation for his replacement as chairperson.”

4. The respondents requested that, if after conducting a §1-206(b)(2), G.S., hearing, the Commission found that the complainant violated the provisions of §1-206(b)(2), G.S., it grant the respondents injunctive relief against the complainant, pursuant to §1-241, G.S. The complainant did not respond to the respondents’ motion.

5. The hearing officer granted the respondents’ request for a §1-206(b)(2), G.S., hearing. The hearing officer noted that, upon completion of the §1-206(b)(2), G.S. hearing, a determination would be made as to whether it was necessary to proceed to a contested case hearing on the merits of the complaint.

6. At the completion of the §1-206(b)(2), G.S., hearing, the hearing officer determined that a full contested case hearing should be conducted.

7. Section 1-206(b)(2), G.S., provides in relevant part:

... If the commission finds that a person has taken an appeal under this subsection frivolously, without reasonable grounds and solely for the purpose of harassing the agency from which the appeal has been taken, after such person has been given an opportunity to be heard at a hearing conducted in accordance with sections 4-176e to 4-184, inclusive, the commission may, in its discretion, impose against that person a civil penalty of not less than twenty dollars nor more than one thousand dollars. The commission shall notify a person of a penalty levied against him pursuant to this subsection by written notice sent by certified or registered mail. If a person fails to pay the penalty within thirty days of receiving such notice, the superior court for the judicial district of Hartford shall, on application of the commission, issue an order requiring the person to pay the penalty imposed. . . .

8. In support of their position that the complainant had taken this appeal “frivolously, without reasonable grounds and solely for the purpose of harassing” the respondent board, the respondents raised Sikoski v. Board of Ethics, Town of Mansfield, et al, Docket #FIC 2009-656 (June 9, 2010). In connection with this case, the respondents contended that the complainant had alleged “that the Board had a quorum and was conducting business after its meeting of October 29, 2009 had adjourned.” The respondents further note that “this complaint was later rejected for lack of merit by the FOIC.” The fact

is, however, that the Commission did not dismiss this complaint in its entirety, but instead found that the respondents violated the FOI Act in connection with a special meeting. See Docket #FIC 2009-656 (finding a violation of §1-225(d), G.S., because respondents conducted business other than that which was noticed on the special meeting's agenda).

9. The respondents also raised for the Commission's consideration two other cases involving this complainant. In Sikoski v. Board of Ethics, Town of Mansfield, Docket #FIC 2010-365 (Apr. 27, 2011), the complainant alleged that the respondent board had violated the open meetings provision of the FOI Act when three members of the board met in the hallway with the deputy mayor and had a discussion. This complaint was dismissed, as the Commission found that the discussion concerned the scheduling of an additional meeting, which did not involve a substantive discussion of town business. It is worth noting that, prior to the filing of the complaint in Docket #FIC 2010-365, the chairwoman pro tem addressed the complainant's concerns with regard to this discussion on the record at a board meeting, indicating that the discussion solely concerned the scheduling of an additional meeting. Finally, in Sikowski v. Town Clerk, Town of Mansfield, Docket #FIC 2010-242 (Mar. 9, 2011), the complainant alleged that the respondent clerk violated the FOI Act when she failed to provide copies of certain individuals' federal tax forms to him. The complainant failed to appear for the contested case hearing, while the respondent did appear to defend herself. The Commission found that the Town Clerk had not violated the FOI Act, as the requested tax forms were exempt from disclosure.

10. Finally, in their moving papers, the respondents mention two other cases not involving the complainant. See Wassmundt v. Board of Ethics, Town of Mansfield, Docket #FIC 2009-627 (June 9, 2010) (finding a violation of §1-225(d), G.S., because the respondent's agenda was insufficient to apprise the public of the matters to be considered at a special meeting); Wassmundt v. Board of Ethics, Town of Mansfield, Docket #FIC 2009-690 (June 9, 2010) (complaint dismissed). However, these cases, involving a different complainant, are not helpful in determining whether this complainant has filed the instant complaint solely for improper reasons.

11. While previous FOI appeals involving Mr. Sikoski are not irrelevant to an analysis under §1-206(b)(2), G.S., the main focus of this statutory provision is on the motivation of the complainant with regard to the appeal currently pending before the Commission. See §1-206(b)(2), G.S. (stating, in relevant part, "[i]f the commission finds that a person has taken an appeal under this subsection frivolously, without reasonable grounds and solely for the purpose of harassing the agency from which the appeal has been taken. . .") (Emphasis supplied). It would be an adventure in speculation to try at this late date to discern why the complainant filed an appeal with the Commission last year or beyond. Moreover, more than merely showing what the complainant's primary motivation was at the time he filed an appeal, the respondent bears the burden of showing that harassment was the only motivation that the complainant had when he filed his appeal. See id. (mandating proof that an appeal was filed "solely for the purpose of harassing the agency"). The Commission notes that, while the respondents contended at the §1-206(b)(2), G.S., hearing that it was an error to state in their moving papers that they "believe that these complaints are *at least in part* retaliation," for the complainant's replacement as chairperson,

this statement seems to be a fair statement. Such statement, however, does not get the Commission to the legal threshold it must find in order to find a violation of §1-206(b)(2), G.S.

12. With this stringent standard in mind, the Commission finds that the respondents have failed to prove that the complainant filed the instant appeal in violation of §1-206(b)(2), G.S.

13. Section 1-225(a), G.S., provides in relevant part: "The meetings of all public agencies. . . shall be open to the public."

14. Section 1-200(2), G.S., provides in relevant part:

"Meeting" means any hearing or other proceeding of a public agency, any convening or assembly of a quorum of a multimember public agency, and any communication by or to a quorum of a multimember public agency, whether in person or by means of electronic equipment, to discuss or act upon a matter over which the public agency has supervision, control, jurisdiction or advisory power. "Meeting" does not include: Any meeting of a personnel search committee for executive level employment candidates; any chance meeting, or a social meeting neither planned nor intended for the purpose of discussing matters relating to official business; strategy or negotiations with respect to collective bargaining; a caucus of members of a single political party notwithstanding that such members also constitute a quorum of a public agency; an administrative or staff meeting of a single-member public agency; and communication limited to notice of meetings of any public agency or the agendas thereof. A quorum of the members of a public agency who are present at any event which has been noticed and conducted as a meeting of another public agency under the provisions of the Freedom of Information Act shall not be deemed to be holding a meeting of the public agency of which they are members as a result of their presence at such event.

15. Section 1-225(d), G.S., provides in relevant part:

Notice of each special meeting of every public agency ... shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meetings by such public agency.

16. It is found that, prior to the March 7, 2011 special meeting referenced in paragraph 2, above, Ms. Wassmundt, a member of the public, sent Vice Chairman Nesselroth and the other Board of Ethics members an email with an attachment in the form of a brochure, which explained parliamentary procedures.

17. It is further found that, once he received the email and printed out the attachment, Vice Chairman Nesselroth had copyright concerns about using or transmitting the brochure without permission of the publisher.

18. It is further found that the March 7, 2011 special meeting was scheduled to commence at 6:00 PM. It is found that Vice Chairman Nesselroth was present at 6 PM, as was Elizabeth Wassmundt. It is found that, prior to calling the meeting to order, Vice Chairman Nesselroth addressed Ms. Wassmundt, expressing his copyright concerns. Specifically, it is found that Vice Chairman Nesselroth asked Ms. Wassmundt if she had received permission from the publisher to transmit the brochure to him and to the other members of the respondent board.

19. It is found that the March 7, 2011 special meeting was formally called to order at 6:10 PM.

20. The complainant submitted a post-hearing exhibit consisting of a tape recording of the pre-meeting communication. It is found that the entire exchange between Ms. Wassmundt and Vice Chairman Nesselroth occurred in less than eighty seconds. While the complainant attempted at the contested case hearing to bring in additional allegations concerning other pre-meeting communications that occurred on March 7, 2011, these allegations were not raised in the instant complaint. Therefore, the Commission will not address these allegations in this report.

21. It is found that the limited exchange between Vice Chairman Nesselroth and Ms. Wassmundt was not a hearing or other proceeding of the respondents. It is also found that this exchange was not a convening or assembly of a quorum of the respondents, nor was the exchange a communication by or to a quorum to discuss or act upon a matter over which the respondents have supervision, control, jurisdiction or advisory power.

22. Based on the foregoing, it is concluded that the respondents did not violate the open meeting provisions of §1-225(a), G.S.

The following order by the Commission is hereby recommended on the basis of the record concerning the above-captioned complaint:

1. The complaint is dismissed.



Valicia Dee Harmon
as Hearing Officer

David Morse
64 Birchwood Hts.
Storrs, Connecticut 06268
(860) 429-6803
dmorse@david-morse.com

5 December 2011

to: Mansfield Town Council
Committee on Community Quality of Life,

Dear Councilors and Committee members,

As the longest-serving member of Mansfield's Committee on Community Quality of Life representing the community at large. I hereby resign. I wish to tell you my reasons.

My decision is precipitated in part by the circumstances surrounding the serious injury of two workers at the Storrs Downtown building site. The accident make clear the extent to which Leyland Alliance and its general contractor, Erland Construction, are operating outside the public purview, with responsibility attenuated through numerous sub-contractors and sub-sub-contractors, most of whom appear to be concerned only with the bottom line.

I visited the work site on my own in early November and as a private citizen lodged a complaint with the state Labor Department. State inspectors visiting the site found apparently undocumented foreign workers, and irregularities including wages and hours that violate state labor laws and compromise safety.

When I aired my concerns at the November meeting of the Committee on Community Quality of Life, I pointed out that one of the selling points used to promote the Storrs Downtown project was the promise of local construction jobs. I was appalled to learn that the Town of Mansfield had included no Project Labor Agreement in its contracts for Storrs Downtown. This is a serious omission. Mansfield and surrounding towns have plenty of blue-collar workers who are looking for work. Their lives and their livelihoods are integral to our quality of life. I was told such matters were not part of the Committee's charge.

How narrowly or how broadly the committee should view its charge is of course a matter of interpretation. The Committee on Community Quality of Life was re-constituted, as stated in the Council's July 14, 2008 resolution, specifically to "evaluate quality of life issues within the community, particularly as these issues relate to off-campus student housing and behavior and neighborhood deterioration." More broadly, the resolution invites the Committee to consider "additional ordinances and regulations

designed to promote and protect community quality of life,” and to “make recommendations concerning quality of life issues within the community.”

For three years, I have served faithfully on the committee. When I agreed to serve I did so with the stipulation that I would serve only as long as I felt we were accomplishing something. And we did accomplish some things in our advisory role to the Council: we proposed and helped refine ordinances designed to ameliorate the impacts of student behavior on residential neighborhoods; we served as a sounding board for citizen complaints and suggestions; we weighed changes in police and fire responses; we encouraged better communication with UConn around responses to student misbehavior.

I am proud to have been a part of that process, and I have valued the opportunity to work with skilled professionals. But I kept hoping we would move beyond our narrowest agenda to other quality of life issues that are also pressing: water quality and sufficiency, noise and light pollution, historic preservation, care for the elderly, and public transportation. I was, remember, representing citizens at large, who have a keen stake in these matters – not the University’s and the Town’s interpenetrating power structures. My lone voice was increasingly marginalized. I found myself becoming more strident than I like to be.

After three years, I have no hope that the Committee will enlarge its compass. Vested interests, including corporate interests, will prevail. It’s time for me to turn my attention to some of the very real issues I’ve alluded to. I can be a stronger advocate from outside the Committee, especially since, as an April 19, 2010 policy memo from the Town Clerk to Advisory Committees reiterates, “it can be counter-productive to the Town’s overall interest to have multiple opinions communicated to individuals or agencies outside of the Town’s collective organization.”

I do ask you to either clarify the Committee’s charge or change its name if it is to continue. At best, the name is confusing to the public. (Early in my tenure, members of the public appeared frequently to address quality of life issues; the numbers tapered off considerably once the narrowness of the Committee’s agenda became known.) At worst, I’m sorry to say, the present name suggests that the Town of Mansfield is far more committed to actual quality of life issues than it is.

I thank you for the opportunity to lend my skills to the community, but I can’t lend my name to this committee any further.

Yours truly,

David Morse

cc: Citizens for Responsible Growth
Birchwood Heights Neighborhood Association