



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
MONDAY, January 9, 2012
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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ROLL CALL	
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EXECUTIVE SESSION

- 18. Strategy and Negotiations with Respect to Pending Claims or Litigation, in accordance with CGS §1-200(6)(B)

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
December 12, 2011

DRAFT

Deputy Mayor Antonia Moran 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: Kochenburger, Moran, Paulhus, Ryan, Schaefer, Shapiro
Excused: Keane, Lindsey, Paterson

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Mr. Shapiro seconded to approve the minutes of the November 28, 2011 Special meeting as presented. The motion passed with all in favor except Mr. Schaefer who abstained. Mr. Ryan moved and Mr. Paulhus seconded to approve the minutes of the November 28, 2011 meeting as presented. The motion passed with all in favor except Mr. Schaefer who abstained

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Chuck Boster, Sycamore Drive, thanked the Town for trimming the vines on the east side of South Eagleville Road and asked the Council to support additional landscaping along that section. Mr. Boster also expressed interest in additional FOI training.

Mary Hirsch, Courtyard Lane, complimented the Town and Mansfield Community Center staff on their efforts during the last 2 storms. Ms. Hirsch noted the increased level of usage of the Community Center for Social Services activities and while she is in support of these uses she urged the Council to increase the funding necessary to provide these services.

Betty Wassmundt, Old Turnpike Road, asked a number of questions concerning the proposed Community Playground including the definition of community connectiveness, the need for an additional playground and the funding source. Ms. Wassmundt also urged the Council to set aside funds for future repairs to the Community Center pool.

David Freudmann, Eastwood Road, identified three areas of concern he would like addressed including the agreement and use of a consultant for the proposed hydroelectric purchase plan, the regulations regarding the Natchaug River Basin and the Region 19 budget.

Mike Sikoski, Windham, questioned the distribution of wood cut down by the Public Works Department after the last 2 storms.

IV. REPORT OF TOWN MANAGER

In addition to his written report the Town Manager addressed some of the questions raised by the public. The Town has consistently advocated for fiscal restraint with both Boards of Education. Freedom of Information training sessions, sponsored by CCM, are available to board and commission members throughout the year. No agreement concerning the proposed Town purchase of hydroelectric power has been authorized by the Council. The Manager will bring any proposed agreement back to the Council for approval. Pool replacement plans will be discussed in the CIP budget process. The Town Manager will review the dispersal of the wood cut down after the storms.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Ryan noted the Region is rated as the 50th most costly school system in the state, not the 23rd.

December 12, 2011

Mr. Kochenburger clarified that stop work order for Empire Construction had nothing to do with the issue of undocumented workers.

Mr. Shapiro thanked the Manager and staff for the Freedom of Information sessions.

Mr. Schaefer moved and Mr. Shapiro seconded to move Items 4 and 5, both of which are presentations, as the next items of business. Motion passed unanimously.

VI. OLD BUSINESS

1. Community/Campus Relations

Sergeant Richard Cournoyer presented a review of the proactive actions and enforcement efforts made this past semester. Council member congratulated Sgt. Cournoyer on his approach and results.

2. Community Water/Wastewater Issues

Director of Planning and Economic Development Linda Painter and Director of Public Works Lon Hultgren updated the Council on the status of the Four Corners water and sewer project including the well testing at the Eagleville Preserve site. Information on previous uses of the Eagleville Preserve area will be part of the EIE report. Town Manager Matt Hart distributed a letter from Kurt Heidinger regarding questions about the water supplied to the Town by UConn. (Letter attached) Councilor Shapiro recused himself from all discussions of this issue as a result of his previous position as Assistant Attorney General for the University. The Town Manager will present a draft response addressing the issues raised in Mr. Heidinger's correspondence at the next Council meeting and will provide the University with a copy of the letter.

3. UConn Landfill, Long-Term Monitoring Program

No significant issues were noted by Director of Health Rob Miller.

VII. NEW BUSINESS

4. Presentation: Natchaug River Basin Conservation Program

Parks Coordinator Jennifer Kaufman and Open Space Preservation Committee member Sue Westa provided information on the Natchaug River Basin and thanked the Council for their support of the Conservation Compact. A short film on the area was presented.

5. Presentation: Community Playground

Human Services Director Kevin Grunwald and Mansfield Advocates for Children's Playground Subcommittee Chair Sara Anderson presented conceptual information on the proposed playground and asked for Council input. Ms. Anderson described the identified need for an accessible, centrally located playground which will increase community connectivity and briefly outlined the possible locations and building plans of the Committee.

6. ConnDOT Construction Agreement for the Laurel Lane Bridge

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

Motion passed unanimously.

7. Application to Regional Performance Incentive Program

The final application draft is being prepared by Coventry and will be an agenda item for Council deliberation in January 2012.

8. Salary Budget Transfers – FY 2011/12

Mr. Ryan, Chair of the Finance Committee offered the following resolution:

December 12, 2011

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.

Motion passed unanimously.

9. Capital Improvement Program Closeouts/Adjustments

Mr. Ryan, Chair of the Finance Committee moved, 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.

Motion passed unanimously.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments

IX. REPORTS OF COUNCIL COMMITTEES

Mr. Kochenburger, Chair of the Committee on Committees, reported the Committee has met, set their meeting dates for the year and will continue to make timely recommendations to the Council. Overall, he reported, the list of Board and Commission members looks good.

Ms. Moran, Chair of the Personnel Committee, reported the Committee has begun work on simplifying the Town Manager's evaluation process and continues to work on the Ethics Ordinance. Ms. Moran also reported the Community Quality of Life Committee has reduced the number of 2012 scheduled meetings as the majority of their work has been accomplished. The Committee will be asking the Council to revisit their charge.

X. PETITIONS, REQUEST AND COMMUNICATIONS

10. Connecticut Freedom of Information Commission re: Docket #FIC 2011-178

11.D. Morse re: Resignation from the Committee on Community Quality of Life

Ms. Moran thanked Mr. Morse for his contributions to the Committee.

XI. FUTURE AGENDAS

An easement to connect the utilities along Dog Lane from the Town to Leyland Alliance and EDR will be added to a future agenda following an 8-24 referral to PZC.

Mr. Shapiro requested an Executive Session be scheduled on January 9, 2011 to discuss pending litigation with regards to the upcoming Freedom of Information Commission hearing.

Mr. Schaefer moved and Mr. Paulhus seconded to move into Executive Session to discuss the sale or purchase of real property, in accordance with CGS§1-200(6)(D).

Motion passed unanimously.

XII. EXECUTIVE SESSION

Sale or purchase of real property, in accordance with CGS§1-200(6) (D)

Present: Kochenburger, Moran, Paulhus, Ryan, Schaefer, Shapiro

Also included: Town Manager Matt Hart and Director of Planning and Development Linda Painter.

XIII. ADJOURNMENT

The Council reconvened in regular session.

Mr. Paulhus moved and Mr. Ryan seconded to adjourn the meeting

Motion passed unanimously.

Antonia Moran, Deputy Mayor

Mary Stanton, Town Clerk

December 12, 2011

Kurt Heidinger
1 Stage Rd.
Westhampton, MA
01027

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

10.31.11

Dear Mansfield Town Council,

I have attached the Attorney General's formal opinion of 2000, that says the University of Connecticut is not a water company. This opinion is of importance to the Council, because it organizes the legal responsibilities and obligations of government agencies empowered by statutes to regulate the management of public water systems, like the one that provides water to Mansfield Town Hall, and private businesses and citizens in Storrs.

The opinion is of importance to the Council, also, because the Attorney General acknowledged that it placed the publicly-owned water system in Storrs into a nebulous legal and regulatory status, that has no parallel in the state. A result of the opinion is that the publicly-owned water system in Storrs lies outside of some or all of the water company statutes, all alone by itself—which creates regulatory confusion, as each agency is acting without surety of the empowerment those statutes provide. For this reason, he and Representative Denise Merrill supported legislation raised by Senator Donald Williams to return the publicly-owned water system in Storrs to the regulatory regime standard and normal for every other public drinking water source, urban or rural, in the state. This legislation, and another similar bill raised by Senator Williams, failed to pass and become law.

Because of this, the Town of Mansfield and significant group of private business owners and citizens are buying a water product that is not regulated according to the norms enjoyed by water consumers everywhere else in the state.

Moreover, the nebulous legal and regulatory status of the publicly-owned water system in Storrs remains nebulous, as can be ascertained by the next two documents I have attached.

In 2000, the University formalized the water service it provides to Mansfield—"the town will pay the University"—in document "B" which, as the most recent agreement held in Mansfield's town records, has legal bearing. The next document ("C") plainly reveals UConn is *not* supplying, or being paid for, the water Mansfield gets from the publicly-owned water system in Storrs. The Connecticut Water Company is. Is UConn not in breach of contract, in at least two ways, then?

For this reason—and in the political context of the planning for, and institution of, a much larger, vastly more expensive & complex, publicly-owned water system in Storrs—it is the Council's responsibility to its constituents to know exactly what entity is supplying Mansfield with water, and under what regulatory regime—and where the paperwork is for all of this.

Without the paperwork, anything goes—and that's no way to manage an absolutely vital large public water system, whose short- and long-term economic value exceeds that of any infrastructure.

These questions are answerable, and the Council must honorably exercise the powers vested in it to get them answered:

1) The final attached document "D," states the "UNIVERSITY shall bill the TOWN."

Does the University bill the town?

If so, can these billing records be produced for the Council's perusal?

Does the University "establish unit water service, rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis...prior to the first billing of each fiscal year"?

If so, can these records be produced for the Council's perusal?

Does the University "establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis...prior to the first billing of each fiscal year"?

If so, can these records be produced for the Council's perusal?

Is the water and sewer agreement, "renewed on an year-to-year basis"?

If so, can these records of agreement authorizing the annual renewals be produced for the Council's perusal?

2) If UConn has sub-contracted Connecticut Water to sell water to Mansfield, does the Town of Mansfield have a legal record—a signed contract—that authorizes this sub-contracting, and that clearly delineates the services Connecticut Water is providing?

If so, can it be produced for the Council's perusal?

3) If UConn has sub-contracted Connecticut Water to sell water to Mansfield, is the constellation of statutes that apply to water companies now applicable; and if so, is there an authorized statement—a signed contract—that confirms this?

Can it be produced for the Council's perusal?

4) If the town of Mansfield and a significant group of private business owners and citizens in Storrs are being directly billed by, and buying water from, the Connecticut Water Company, does Mansfield have a signed contract with Connecticut Water Company in its records?

If so, can it be produced for the Council's perusal?

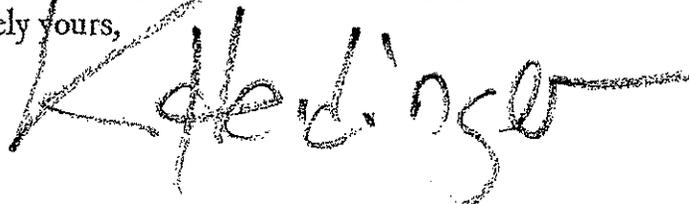
5) If UConn has vacated its title to the publicly-owned water system in Storrs, and conferred it to Connecticut Water Company, does the town of Mansfield have a record of this?

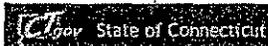
If so, can it be produced for the Council's perusal?

With the highest respect for the duties you ably shoulder,
of honoring and protecting the rights, health and economic well-being
of the businesses and citizens you serve,

I await your report that ascertains what entity is supplying Mansfield and a significant group of private business owners and citizens in Storrs with water, and ascertains under what regulatory regime (else there is no regime), and ascertains where in your town offices the paperwork is for all of this,

sincerely yours,



Governor Dannel P. Malloy | Search: 

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Attorney General's Opinion

Attorney General, Richard Blumenthal

November 29, 2000

Philip E. Austin
President
University of Connecticut
352 Mansfield Road
U-48
Storrs, CT 06269

Dear President Austin:

Watershed lands are among Connecticut's most precious natural resources -- a legacy for future generations that we have a responsibility to preserve and protect. Besides their vital role in protecting the purity of the state's water supplies, the natural beauty of these lands, undisturbed and tranquil, provides a refuge and respite from development and commercialism. These pristine lands are irreplaceable; once developed they are forever lost.

For these reasons, almost 25 years ago the Connecticut legislature took direct and significant action to stop the loss of these lands, setting forth a primary policy and objective to preserve and conserve watershed land as open space. The State's policy was embodied in a moratorium on utility company land sales, a land classification system and a requirement of prior notification of proposed land sales to the State, municipalities and private conservation groups, providing them with a first option to purchase such property. Twice, this system was successfully defended against constitutional attack, all the way to the United States Supreme Court. The State's commitment to these lands has been consistently renewed yearly through significant appropriations made by the Connecticut legislature for their purchase and preservation.

As part of the program known as UConn 2000, a vital component of the State's commitment to higher education, the University of Connecticut has undertaken development and expansion of its campus to increase and enhance the educational opportunities that the University offers. This extremely important program has involved development of watershed land where the University is situated. As a consequence of the continuation of the UConn 2000 program, you have asked the Department of Public Health and this office whether, as a matter of law, the University is a "water company" as that term is defined in the General Statutes, subjecting the University's watershed land to the statutory protections and restrictions imposed on private utility companies.

According to the plain language of the law, the University is not a "water company" within the narrow definition contained in the statute, that is, for purposes of the State's watershed land development restrictions. A clear and long settled principle of law provides that the State is not subject to a statutory requirement or responsibility unless there is a specific reference to the State or its agencies in the statute. *State v. Shelton*, 47 Conn. 400 (1879); *Charter Communications Entertainment v. University of Connecticut*, 2000 Conn. Super. LEXIS 770. In this case, the definition of "water company" set forth in *Conn. Gen. Stat. § 25-32a* does not specifically refer to the State or its agencies and it is, therefore, inapplicable to them. In contradistinction, the State is specifically referenced in *Conn. Gen. Stat. § 25-32(a)*, as amended by *Public Act 00-90*, subjecting the University to the State's regulation of the purity and adequacy of the water that it supplies to its students.

While as a legal matter the University is not subject to the panoply of valuable protections established by the State to preserve watershed property, the University should carefully consider whether each step of continuing development at the University is consistent with the State's long and firmly established statutory policy to conserve and preserve watershed and open space land. I am confident that these significant state policies, designed to further both education and the environment, can be harmonized for the benefit of all Connecticut citizens. Indeed, protecting natural resources -- watershed areas specifically and the environment generally -- can enhance your educational mission by setting a good example of advancing the spirit of the law, as well as complying with its letter.

Very truly yours,

RICHARD BLUMENTHAL
ATTORNEY GENERAL

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University of Connecticut
Office of the President

"B"

Thomas Q. Callahan
Associate Vice President

July 5, 2000

Mr. Martin Berliner
Town Manager's Office
4 South Eagleville Road
Mansfield, CT 06268

Dear Marty:

I write to respond formally to the Town of Mansfield's request to the University to provide water to the Town's proposed community center.

As you know, the University already provides water to several commercial, residential and municipal users in Mansfield. A partial list of the users who presently rely on the University's water system include: the Mansfield Town Hall, Region 19 E.O. Smith High School, the Mansfield Senior Center, Wright's Village Apartments, Glen Ridge Cooperatives, Holinko Estates Apartments and the Storrs commercial area. Over the past several years, the University's water capacity and supply plan has been of ongoing interest to Mansfield's elected officials, which is understandable in light of the University's presence in Mansfield and the reliance of so many of the town's residents and businesses rely on the University's water system. The importance of water supply may likely become more pronounced due to our recent agreement to work together to strengthen the commercial areas adjacent to the University or to undertake other projects under consideration such as assisted living facilities.

We are delighted that earlier this month the Town Council authorized you to prepare a comprehensive water supply plan that projects the demands of Mansfield's residential, commercial and municipal users over the next 10 to 30 years and evaluates the Town's options for meeting this demand. This is an important strategic issue for both Mansfield and the University. We will support your efforts in every possible way.

It is within this broader context that I am authorized to inform you that the University will provide water for the community center pursuant to following framework. It is our understanding that the community center will be located adjacent to Audrey Beck Municipal Building and that the projected water demand for this new facility is approximately 5,000 gallons per day. The town assumes sole responsibility for all costs incurred for connecting to the University's existing water lines. The plans for connecting must be reviewed and approved by the University. In addition, the town will pay the University the prevailing water rate based on actual metered usage. We expect the incremental demand placed on the University's water supply by the community center, as well as the ongoing demand of Mansfield's municipal, commercial and residential users presently connected to the University's water system, will be included in the Town's water supply analysis. We also expect that these users would be serviced in the future by whatever alternative the Town ultimately chooses to pursue.

An Equal Opportunity Employer

352 Mansfield Road, Guley Hall, U-48
Storrs, Connecticut 06269-2048
Telephone: (860) 486-2927
Facsimile: (860) 486-2627

Martin Berliner

-2-

July 5, 2000

The University recognizes that the community center is a priority for Mansfield's elected officials and residents. We are pleased that the University is once again able to assist you.

Sincerely,



Cc: P. Austin, J. Petersen, D. Dreyfuss, L. Schilling;

info: The Honorable Donald Williams, The Honorable Edith Prague,
The Honorable Tony Guguliamo, The Honorable Denise Merrill

"D"

TOWN OF MANSFIELD
UNIVERSITY OF CONNECTICUT
SEWER & WATER SERVICE AGREEMENT

This agreement shall become effective on the 1st day of January, 1989, between:

The TOWN OF MANSFIELD, acting by and through its Town Council, hereinafter referred to as "TOWN".

The UNIVERSITY OF CONNECTICUT, acting by and through its Board of Trustees, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, Special Act No. 78-79 and Public Act No. 85-544 of the State of Connecticut Legislature authorize the UNIVERSITY to enter into agreements with the Mansfield Retirement Community, Inc., the Town of Mansfield, and the Mansfield Housing Authority to provide sewer and water service to facilities for predominantly low and moderate income elderly persons, and

WHEREAS, extensions of the UNIVERSITY'S sewer and water systems have been made for these purposes, and said systems are now in place, complete and functional, and

WHEREAS, UNIVERSITY also supplies water to and collects sewage from the Audrey P. Beck Municipal Building, and

WHEREAS, TOWN and UNIVERSITY are now jointly interested in entering into a formal agreement with each other setting forth the terms and conditions of all said water and sewer services, and

WHEREAS, the terms and conditions of said sewer service have been set forth in the UNIVERSITY'S sewer operating ordinance approved by the Connecticut Department of Environmental Protection and U.S. Environmental Protection Agency attached hereto in part as Appendix A, and by reference made a part hereof, and

NOW, THEREFORE, in consideration of the above premises and the agreements and commitments hereinafter following, TOWN and UNIVERSITY do hereby agree as follows:

I. WATER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall provide water service to: Mansfield Retirement Community, Inc., (Juniper Hill), the Town of Mansfield Senior Center, the Town of Mansfield Housing Authority's Wright's Village Development and the Mansfield Cooperative's Glen Ridge for a maximum population of approximately five hundred (500) persons, and water service to the Audrey P. Beck Building and Mansfield Housing Authority's Bolinko Estates as set forth herein. In addition, water service shall be provided to a nursing facility of one hundred twenty (120) bed maximum when and if such facility is constructed. Said water service shall be in accordance with the quality, quantity and pressure standards for potable water as set forth in sections 19-13-B102 of the Connecticut Public Health Code, excepting that no fire hydrants shall be permitted in the distribution lines beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Bagleville Roads.

UNIVERSITY shall maintain adequate sources of supply, treatment facilities, storage facilities, and distribution lines to provide said water service now and for the terms of this Agreement except that the TOWN shall maintain or cause to be maintained all distribution lines, meters and auxiliaries associated with the above referenced facilities beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Bagleville Roads in accordance with the UNIVERSITY'S operation and maintenance methods and accepted standards for water distribution systems.

UNIVERSITY shall bill the TOWN for the water consumed by the above referenced facilities. Said billings shall be on a semi-annual basis based on meter readings located at or near these establishments.

UNIVERSITY shall establish unit water service rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis. Said rates shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing of each fiscal year.

II. SEWER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall receive sanitary sewage generated only by the facilities named in the first paragraph of Section I above.

*
has
been
done

TOWN shall cause said sewage from these facilities to be delivered to the UNIVERSITY'S sewer system by means of owned and maintained system consisting of a pump station located on Eagleville Road and a 6" force main location on South Eagleville Road, Westwood Road, and Hillside Circle discharging into the UNIVERSITY'S gravity sewer system.

TOWN shall be responsible for the operation and maintenance of said pump station and force main in accordance with UNIVERSITY specifications and standard operation procedures at no cost to UNIVERSITY. To this end, TOWN shall permit UNIVERSITY inspection and approval of TOWN design, construction, maintenance and operation of these facilities whenever appropriate.

UNIVERSITY shall maintain, expand and enlarge, as necessary, any and all of its facilities so as to maintain adequate collection and treatment facilities for said sewage from the TOWN as described above now and for the term of this Agreement.

UNIVERSITY shall bill the town for the sewage accepted from the above referenced facilities.

UNIVERSITY shall establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis. Said user charges shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing each fiscal year.

Where are these records?

III. TERM AND AGREEMENT:

This Agreement shall be binding upon the parties, their successors and assigns for a period of five years, and thereafter shall be renewed on a year-to-year basis unless otherwise terminated by either party sixty days in advance of the anniversary date.

Where are these records?

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF MANSFIELD
STATE OF CONNECTICUT

UNIVERSITY OF CONNECTICUT


Martin H. Berliner
Town Manager


Sallie A. Giffen
Vice President for
Finance and Administration

Recommended as to form
and content:

Attest:


Town Attorney


Paul M. Shapiro
Assistant Attorney General

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
December 19, 2011
DRAFT

Deputy Mayor Antonia Moran called the special meeting of the Mansfield Town Council to order at 6:00 p.m. in the Buchanan Auditorium of the Mansfield Public Library.

I. ROLL CALL

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

II. OLD BUSINESS

1. Regional Performance Incentive Program Application

Mr. Ryan moved and Mr. Schaefer seconded, effective December 19, 2011, to authorize the submission of 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 part of the record.

Motion passed unanimously.

III. NEW BUSINESS

2. Capital Improvement Program

Town Manager Matt Hart and Director of Finance Cherie Trahan reviewed the components of the Capital Improvement Program and discussed the process used by staff at each stage. Financial Advisor Bill Lindsay explained the types of financing available to the Town, how the debt is structured, and the factors which determine the Town's rating. Mansfield's current rating is AA2. Steps that could be taken to increase that rating include a greater fund balance, an increase in the grand list, and maintaining our current low debt service. Mr. Hart presented some recommendations for Council consideration including designing projects that promote sustainability, resiliency and the quality of life, moving less expensive items with shorter life cycles to the operating budgets, increasing the General Fund support to the Capital Improvement Budget to build an annual base CIP budget, and to begin to build a capital reserve for facility and heavy equipment replacement.

IV. OPPORTUNITY FOR PUBLIC COMMENT

David Freudmann, Eastwood Road, questioned the need for the grant approved earlier in the meeting and expressed his objections to incurring additional debt.

Ric Hossack, Middle Turnpike, stated that no debt should be issued, calling it irresponsible and urged no new taxes be approved.

Betty Wassmundt, Old Turnpike Road, questioned the facts contained in the previously approved grant application and stated that this is not the time for feel good projects like the South Eagleville walkway and the proposed playground.

December 19, 2011

Mr. Paulhus moved and Mr. Ryan seconded to move into Executive Session to discuss the sale or purchase of real property, in accordance with CGS§1-200(6)(D). The motion passed unanimously.

V. EXECUTIVE SESSION

Sale or purchase of real property, in accordance with CGS§1-200(6)(D).

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

Also included: Town Manager Matt Hart

VI. ADJOURNMENT

The Council reconvened in regular session

Mr. Paulhus moved and Mr. Ryan seconded to adjourn the meeting.

Motion passed unanimously.

Antonia Moran, Deputy Mayor

Mary Stanton, Town Clerk

December 19, 2011

Regional Performance Incentive Program
Pursuant to Public Act 11-61, Section 5



Form RPI-2
Rev. 10/2011

**Proposal for Joint Provision of Service(s) or Study to be filed with the
Secretary of the Office of Policy and Management**

Submit to: Office of Policy and Management,
450 Capitol Ave. MS #54 SLP
Hartford, CT 06108-1379,
Att: RPI Program

Attach additional pages if necessary; identify project and related proposal element at the top of page.

Applicant Entity (RPOs, Two or more Municipalities, and/or Economic Development Districts):		
Name: Town of Coventry	Town of Mansfield	Town of Tolland
Address: 1712 Main Street	4 South Eagleville Road	21 Tolland Green
City/State/Zip: Coventry, CT	Mansfield, CT 06268-2599	Tolland, CT 06084
Contact Person(s):		
Name: Eric Trott	Linda M. Painter, AICP	Steven Werbner
Title: Director of Planning and Development	Director of Planning and Development	Town Manager
Telephone: 860-742-4062	860.429.3330	860.871.3600
Fax: 860.742.8911	860.429.6863	860.871.3663
E-mail: etrott@coventryct.org	painterlm@mansfieldct.org	swerbner@tolland.org
Amount of Regional Performance Incentive Funding Requested: \$100,000		
Short Descriptive Title of Project: Shared Economic Development Service Proposal for the Towns of Coventry, Mansfield and Tolland		
REQUIRED PROPOSAL ELEMENTS Items (1) through (15):		
(1.) Proposed Shared Service(s) or related Study: Describe at least one service currently provided by a participating municipality or municipalities or study of the provision of such service, which is not currently provided on a regional basis, for which this proposal is being submitted (attach additional pages as necessary):		
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.) Describe the need for such service (attach additional pages as necessary):

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.) Describe the method of delivering such service on a regional basis and the organization responsible for delivering such regional service or study:

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.) Describe the population that will be served:

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) Describe the manner in which regional service delivery will achieve economies of scale:

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.) 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
Coventry	<p>The individual towns expect to realize savings by allowing towns to share in the cost of an economic development staff person instead of each individual town hiring separate individual. In addition, the accessory costs (office resources, travel expenses, etc) associated with the staff would not be duplicated.</p>	<p>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.</p>
Mansfield		
Tolland		

(7.) Provide a cost benefit analysis for the provision of the service by each participating municipality and by the entity submitting the proposal:

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.) 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):

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.) Provide a list of potential legal obstacles to the regional provision of the service and how these obstacles will be resolved:

No legal obstacles to the regional provision of the economic development services are expected.
 No labor issues are envisioned.

(10.) Describe how the proposed service will be sustained once it is established and all grant funding has been expended:

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 indicated above that serve as tangible resources and plans of action for the towns to administer in a cooperative fashion over time.

(11.) Provide a list of other public or private funding potentially leveraged by the project proposed herein.

Grantor	Amount of Funding	Purpose
Department of Housing and Urban Development	\$610,596 (Town of Mansfield)	To proactively plan for growth anticipated as result of UConn Technology Park through the completion of a Green Building & Sustainable Design Action Plan, Housing and Economic Development Strategy, and new Zoning and Subdivision Regulations

(12.) Percent of municipalities in the applicant organization participating in the proposed regional service project: 100% (3/3). The towns will share equally in the services provided (33.3% for each town).

(13.) Attach hereto a resolution by the legislative body of each municipality affected by the proposal, endorsing such proposal.

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development
Date: January 9, 2012
Re: Connecticut Light and Power Interstate Reliability Project

Subject Matter/Background

Connecticut Light and Power (CL&P) has resubmitted their Interstate Reliability Project to the Connecticut Siting Council for approval. The proposed project involves the installation of a new 345kV overhead electric transmission line and switching facilities between the Card Street Substation in Lebanon and the Rhode Island border. This project is one of four proposed in Southern New England to address electric transmission problems and increase the ability of Connecticut to import power to address peak load demands in areas such as Hartford and southwestern Connecticut.

The proposed route includes an approximate seven-mile stretch through southern Mansfield, including Mansfield Hollow State Park. The new transmission line would be located within the existing CL&P right-of-way on the north side of the existing 345kV line; however, extensive clearing of existing vegetation would be required for construction and maintenance of the new line.

The memo from Linda Painter to the Planning and Zoning Commission dated December 14, 2011 (Attachment 1) summarizes the changes in the proposed project from 2008 to 2011, which include:

- A change from H-Frame (85-90 foot tall) structures to monopoles (110 foot tall structures) between the Mansfield/Coventry line to a point $\pm 2,800$ feet east of Highland Road. The change in structure reduces the additional clearing needed from 90 feet to 70 feet.
- A reduction in the amount of additional right-of-way needed in the Mansfield Hollow area from 150 feet to 55 feet. (This is the only area where the existing right-of-way is 150 feet instead of the typical 300 feet). In addition to the change in the preferred alternative, CL&P has also identified two design options which would further reduce the amount of right-of-way acquisition in this area if this route is selected.

- A variation in the Hawthorne Lane area that would include shifting of the existing transmission line to the south, away from the existing homes on the north side of the cul-de-sac (depicted in attachment 'L' to the December 14th memo). This alternative would allow the treed area between the transmission lines and the homes to be retained, providing a visual buffer between the homes and the transmission lines. Partial release (0.32 acres) of an existing conservation easement controlled by the Town would be required to facilitate the relocation of the transmission lines. The property owners have offered to expand the conservation easement in another location by 0.64 acres to compensate for the reduction west of the cul-de-sac.
- Potential variations to the proposed route and design, including:
 - Mansfield Underground Variation. This alternative would place approximately 3,600 feet of the transmission line underground between Woodmont Drive and Conantville Brook. Two, four-acre transition sites would be needed at each terminus where the line changes from overhead to underground.
 - Mount Hope Underground Variation. This alternative would place approximately 5,650 feet of the transmission line underground between Sawmill Brook Lane and Hawthorne Lane. Two transition stations would also be needed for this alternative.
 - Willimantic South Overhead Variation. This alternative would avoid Mansfield altogether and require the acquisition of ROW in Willimantic for the new line.
 - Willimantic South Underground Variation. This alternative would avoid Mansfield altogether and require the acquisition of ROW in Willimantic for the new line.

After extensive discussion of the changes proposed as part of the 2011 project as well as the underground variations noted above, the Planning and Zoning Commission (PZC) has recommended that the Town Council oppose the proposed route for a variety of reasons (Attachment 2). The PZC has also endorsed the Hawthorne Lane alternative if the Siting Council should approve CL&P's proposed route.

Financial Impact

If the project is approved by the Connecticut Siting Council, the new transmission line would provide additional property tax revenue from Connecticut Light and Power. However, this increase in tax revenue might be offset by impact of the new line on values of surrounding properties.

Legal Review

No legal review is required at this time. Legal assistance may be needed if the Town decides to request intervenor status as part of the Connecticut Siting Council process.

Recommendation

If the Town Council chooses to accept the recommendations made by the PZC, the following resolution would be in order:

Resolved, to accept, as presented in Chairperson Goodwin's January 4, 2012 correspondence, the PZC's recommendations regarding the proposed CLP interstate reliability project and to authorize the Town Manager to submit those recommendations to the Connecticut Siting Council as part of the municipal consultation process.

Attachments

- 1) December 14, 2011 Comparison of 2008/2011 Proposals
- 2) January 4, 2012 Memo from PZC Chair JoAnn Goodwin
- 3) December 15, 2011 Letter to Mayor from CLP with written comments received on project
- 4) December 21, 2011 Letter from Victor & Richard Cive to Kathleen Shea
- 5) December 21, 2011 Conservation Commission Minutes

**TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT**

LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Planning and Zoning Commission
From: Linda M. Painter, AICP, Director of Planning and Development *AMP*
Copies to: Town Council
Conservation Commission
Sustainability Committee
Open Space Committee
Agriculture Committee
Date: December 14, 2011
Subject: Connecticut Light and Power Interstate Reliability Project
Comparison of 2008 and 2011 Proposals

Project Overview

The Interstate Reliability Project is one of four projects proposed in Connecticut, Massachusetts and Rhode Island to address electric transmission problems in Southern New England. The Connecticut project extends from the Card Street Substation in Lebanon to the Town of Thompson on the Connecticut/Rhode Island border and involves the development of a new 345kV overhead electric transmission line and switching facilities. This project was originally proposed in 2008 and was put on hold for a few years. Copies of letters from Greg Padick, the Planning and Zoning Commission and the Town Council regarding the 2008 proposal are attached for your reference (Attachment A).

Need for Project

According to the Municipal Consultation Filing prepared by Connecticut Light and Power, the project is needed to address reliability of the electric supply system in Connecticut, Massachusetts and Rhode Island. Southern New England accounts for 80% of the total New England customer load. Customer demands in the following areas routinely exceed local generation capacity, thereby requiring transmission from power generators in Northern New England and Canada: Boscawen area, central Massachusetts, Springfield, Rhode Island, Hartford and southwestern Connecticut. The Interstate Reliability Project will better integrate the three electric supply systems in Connecticut, Massachusetts and Rhode Island. The project will increase the ability of Connecticut to import power to address peak load demands.

Proposed Project Design and Variations

The preferred route would use the existing CL&P right-of-way through Mansfield. This ROW is generally 300 feet wide, and no additional ROW would be required in Mansfield except in the area of Mansfield Hollow owned by the Army Corps of Engineers. The tables in the following section identify changes in the preferred route design from 2008 to 2011, as well as design options for the Mansfield Hollow and Hawthorne Lane areas.

In addition to the preferred alternative that is CL&P's official proposal to the siting council, they have also evaluated alternative routes and designs through the Mansfield area:

- **Mansfield Underground Variation.** This alternative would place the new transmission line underground from a point southwest of the Woodmont Drive cul-de-sac to a point west of Conantville Brook (approximately 3,600 feet). The underground variation requires two 4-acre sites, one at each terminus, where the line would transition between overhead and underground facilities. No additional vegetation

clearing would be required within the existing right-of-way. See Attachment B for map of underground location.

- **Mount Hope Underground Variation.** This alternative would place the new transmission line underground from a point north of the Sawmill Brook Lane cul-de-sac to a point northwest of the Hawthorne Lane cul-de-sac (approximately 5,650 feet). The underground variation requires two 4-acre sites, one at each terminus, where the line would transition between overhead and underground facilities. No additional vegetation clearing would be required within the existing right-of-way. See Attachment C for maps of underground locations.
- **Willimantic South Overhead Variation.** This alternative would completely bypass Mansfield and involves the creation of a new overhead transmission line route through Windham/Willimantic. As no right-of-way currently exists, this alternative would require the acquisition of the entire ROW as well as construction of the new transmission line. The general location of this alternative is shown on Attachment D.
- **Willimantic South Underground Variation.** This alternative would also completely bypass Mansfield and involves the creation of a new underground transmission line through Willimantic/Windham. As no right-of-way currently exists, this alternative would require the acquisition of the entire ROW as well as construction of the new transmission line. The general location of this Alternative is shown on Attachment D.

Other Alternatives

The 2008 Municipal Consultation Filing identified 4 other interstate routes that were under initial consideration. These options are shown on Attachment E. As part of the 2008 analysis, Options B, D, and E were dismissed for various reasons. Option C-1, which would have located the line in the I-84 corridor was dismissed based on the cost and complexity of construction due to development located adjacent to the interstate. Option C-2, which would have located the line along the Mass Pike, was studied in more detail but ultimately dismissed even though it was comparable in cost to the preferred alternative (Option A).

The 2011 Filing re-evaluated the alternatives, and as in 2008, dismissed options B, D, E and C-1. Option C-2 was again analyzed, but ultimately dismissed based on the following:

- Cost (\$700 million as compared to \$532 million for preferred alternative)
- Greater environmental impacts (more wetland/watercourse crossings, more forested areas, more areas with rare, threatened or endangered species, and more residences within 500 feet). However, Option C-2 had a much lower impact in terms of additional ROW and land needed for substations and switching stations.
- Electric performance metrics

In 2008, the Council recommended that CL&P focus efforts on non-transmission alternatives. In December 2011, CL&P submitted a report from ICF International that assessed a variety of non-transmission alternatives, including generation, active demand and passive demand resources. The conclusion from this report is as follows:

“The Interstate Reliability Project is needed to eliminate constraints on the transfer of power across Southern New England, from west to east and east to west when the system is under stress, and thus, to maintain customer service and comply with applicable reliability standards and criteria. No feasible and practical NTA (non-transmission alternative) that would meet these needs was found in an intense and wide ranging search.”

Mansfield Design Options

The following table compares the 2008 and 2011 preferred route proposals for different segments of the route through Mansfield. The preferred proposal would retain all of the existing transmission line structures with the new line being constructed adjacent to the existing line.

Location	Version	Additional ROW Required	Additional Clearing Needed	Structure type	Structure Height
Mansfield/Coventry Town Line to ±2,800 feet east of Highland Road (±10,250 feet/1.94 miles) <i>Map and Cross Section – Attachment F</i>	2008	0 feet	90 feet	H Frame	85-90 feet
	2011	0 feet	70 feet	Two-Sided Monopole*	110 feet
±2,800 feet east of Highland Road to Mansfield Hollow Reservoir (±17,650 feet/3.34 miles) <i>Map and Cross Section – Attachment G</i>	2008	0 feet	90 feet	H Frame	85-90 feet
	2011	0 feet	90 feet	H Frame	85 feet
Mansfield Hollow Reservoir (East of Hawthorne Lane to East Branch of Nipmuck Trail) (±4,650 feet/0.88 miles) <i>Map and Cross Section – Attachment H</i>	2008	150 feet	90 feet	Two-Sided Monopole	130 feet
	2011	55 feet	80 feet	Two-Sided Monopole*	125 feet
East Branch of Nipmuck Trail to Mansfield/Chaplin Town Line (±2,500 feet/0.47 miles) <i>Map and Cross Section – Attachment I</i>	2008	0 feet	90 feet	H Frame	85-90 feet
	2011	0 feet	90 feet	H Frame	85 feet

*This pole type is recommended as an Electrical Magnetic Field Best Management Practice (EMF-BMP)

The following table identifies potential design options for the preferred route for the Mansfield Hollow area between Bassetts Bridge Road and the east Branch of the Nipmuck Trail. The Friends of Mansfield Hollow have recommended Design Option #2.

Mansfield Hollow (Bassetts Bridge Road to East Branch of Nipmuck Trail)	Additional ROW Required	Additional Clearing Needed	Structure type	Structure Height	Replace Existing Structure
Proposed Design Option <i>Map and Cross Section – Attachment H</i>	55 feet		Two-Sided Monopole (same as existing)	115 ft. (existing structure) 125 ft. (new structure)	No
Design Option #1 <i>Map and Cross Section – Attachment J</i>	25 feet (north side)	50 feet (north side only)	One-Sided Monopole	115 feet (existing structure) 130 feet (new structure)	No
Design Option #2 <i>Map and Cross Section – Attachment K</i>	0 feet	25 feet (north and south sides of ROW)	One-Sided Monopole (both structures)	130 feet (both structures)	Yes

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Attachment L depicts a variation in route for the Hawthorne Lane subdivision that would shift the CL&P right-of-way and transmission lines to the south, further away from the homes on the north side of the Hawthorne Lane cul-de-sac. This variation requires an amendment to an existing conservation easement to remove a portion of land that would be needed for the alternative route. One of the property owners has offered to place a conservation easement over a portion of the wooded area in his rear yard in exchange for removing a portion of the property west of the cul-de-sac from the easement. While this variation is not part of the official CL&P proposal at this time, they are working with the property owners of the Hawthorne Lane subdivision and are open to this alternative if the Town amends the conservation easement as requested by the property owners. This request is under consideration by the Planning and Zoning Commission and Conservation Commission. If recommended for approval, an amended agreement will be developed and sent to the Town Council for final approval.

Right-of-Way Management

To address concerns regarding impact of the transmission line construction on vegetation, agricultural fields, etc.; CL&P has prepared a series of information flyers that address the use of herbicides, restrictions on tree plantings within rights-of-way, restoration of disturbed or compacted soils, soil preservation and erosion controls, and scheduling of construction activities with respect to growing and harvesting seasons. Informational brochures describing these measures are included as Attachment M for your reference.

TO: MANSFIELD TOWN COUNCIL
FROM: MANSFIELD CONSERVATION COMMISSION
SUBJECT: NEEWS/CL&P MUNICIPAL CONSULTATION FILING
CC: GREG PADICK
DATE: OCTOBER 16, 2008, REVISED OCTOBER 23, 2008

The Mansfield Conservation Commission has reviewed the NEEWS/CL&P Municipal Consultation Filing Concerning the Connecticut Portion of the Interstate Reliability Project, Volumes 1-5, dated August, 2008. We recommend that the Town of Mansfield support either Option C-1 or C-2, as opposed to the Option A, which would pass through the Town of Mansfield. If appropriate, we suggest that the Town of Mansfield apply for intervener status on this CL&P application. Our reasons are as follows:

1. The project appears to hold little benefit for Mansfield or NE Connecticut, much of Mansfield's power originates from the Millstone Point plants to the south of Mansfield. A second line might increase the reliability of the service in northeast (NE) CT; however, the additional capacity the proposed new lines will provide is mostly destined for areas west of Mansfield, including Fairfield County.
2. The CL&P presentations for NE CT show in great and extensive detail the route chosen by the utilities in 2006. As the title of the document suggests, the "Connecticut Portion" is heavily emphasized. It is only when you get to the 25th document in Volume 4 (Supplemental Documents by Other Agencies), SD.25, "Solution Report for the Interstate Reliability Project," that Option A, passing through Mansfield, had significant competition. One, apparently paralleling the Mass. Pike before heading in the southerly direction (Option C-2) is equivalent, or better, in many respects. One has to sort through approximately 18 inches of paper to discover this.
3. The two alternate routes, C-1 and C-2, would avoid Mansfield and the resulting damage to our residential and public recreation areas, forests, and farmlands. The initial costs for these C-routes are comparable to Option A, through Mansfield. In the long term, they might be less expensive for CL&P: their proximity to interstate highways might provide for easier, and less damaging access to the lines for maintenance after the lines are in place. The report does describe CT and MA DOT policies that discourage the placement of lines along interstate highways; however, no mention is made of any serious efforts the utilities might have made toward the accommodation of the utilities needs with the DOTs. The CC suspects that it is simply easier for them to do their construction through the largely unprotected "Quiet Corner" of Connecticut.
4. Besides the apparent targeting of Option A, the analogous criticism may be made of the overall presentation: the five NE CT options are considered without describing the full integration of this project with neighboring projects. There are broad brush presentations of NY- New England needs, but no analysis of how the efficiencies and costs of these other projects might affect the costs and efficiencies of options presented in the report. Specifically, the benefits and costs of the proposed Springfield reliability project and how it might benefit from the C-2 Option are not detailed. It would appear that the C-2 option, tentatively rejected by the report, would bring additional power toward central Massachusetts before routing it towards Connecticut's Fairfield County. This might significantly improve the reliability and lower the combined costs of both the C-2 Option and the pending Springfield project.

The Mansfield Conservation Commission would like make the following comments on the report. This is followed by a listing of comments and concerns presented during the "Opportunity for Public Comment" at a recent CC meeting:

- A. The estimated initial costs of Options A, C-1 and C-2, respectively, are \$400M, \$400M, and \$450M (Fig. 2-1 in the solutions Report). These costs don't appear to reflect future maintenance costs, which may be higher in remote sections of NE Connecticut. Nor do the costs reflect the savings and benefits that might be realized in conjunction with efforts not described in detail in this filing (e.g., the coming improvements for the Springfield area).
- B. Page 2-3 in the Solutions Report states, "Ultimately, a comparative analysis of Option A and Option C-2 showed that, although both potential solutions had merit, Option A performed better, cost less, and had fewer environmental and social impacts." Again, we feel this may reflect an attitude that the "Quiet Corner" will be less of a problem for CL&P to deal with!
- C. Certain "Statutory Facilities" are of special regulatory concern. These include daycare facilities (Mount Hope Montessori School), residential areas (Highland Road?), and public playgrounds. CL&P claims that the CT ROW has no public playgrounds adjacent to it. It is not clear whether the Mansfield Hollow Park and picnic area should not have been considered a statutory facility under their guidelines; however, at their Mansfield presentation CL&P's Derrick Bradstreet stated clearly that ball fields would fall into the "statutory facility" category. The CC feels that the cleared recreation areas and the ball field in the Mansfield Hollow Dam Recreation area were overlooked by the report.
- D. In the past, CL&P has utilized toxic chemicals to reduce the growth of trees and brush and the protection of poles from rot and insect damage. There are a number of areas where this should not be permitted, e.g., near aquifers, on farmland, and public recreation areas. We note that the Mansfield Hollow area bisected by the existing line is a part of a major aquifer system and sits in the middle of a public water supply watershed. Not even swimming is permitted in the water impounded behind the dam.
- E. In the event the Army Core of Engineers refuses the increased ROW requested by CL&P, CL&P will have to use the more expensive Willimantic bypass route. This would avoid the Mansfield Hollow area. If after all considerations are taken into account, and Option A significantly exceeds Option C-2 in cost, CL&P might even be convinced to go with Option C-2 and avoid NE CT.
- E. Page V-2, under Avoidance or Minimization of Impacts to Environmental Resources, states "In accordance with federal, state, and municipal environmental protection policies, the avoidance or minimization of new or expanded corridors through sensitive environmental resource areas such as parks, wildlife areas, and wetlands is desired." The Mansfield Conservation Commission feels strongly that not enough weight was given to this guideline with regard to the pristine nature of NE Connecticut, otherwise they would not be considering a route requiring an expanded ROW through Mansfield Hollow Park and the numerous wildlife areas in NE Connecticut. Instead, the report makes vague claims about the comparative acreage that would be affected in a comparison of Options A and C-2. Just as not all wetlands are of equivalent importance, the same may be said of open space (including forests) and farmland. Northeastern Connecticut is a unique area, remaining surprisingly unspoiled in the Washington, D.C. - Boston corridor. This should be taken into account, not taken advantage of.
- F. Portions of the report's "Options Analysis" seem slanted to justify the 2006 choice of Option A. One example of this may be found in Table 2-431 in the Solutions Report. This table provides a comparison of

the various options. Under the category of CT import N-1-1 (MW) Option A is ranked 1st (2,783 MW) when Option C is nearly equivalent (2,727 MW) approximately a 2% difference. Further down the table when Option A ranks 3rd, approximately 4% lower than Option C, the difference is remarked upon as "not significant." In another category Option C is nearly 20% better than A, but this is not remarked upon. These points, by themselves, do not seem significant; however, they give weight to our conclusion that this document was written more to confirm the choice made by the utilities in 2006 than to provide a balanced and unbiased comparison of the options.

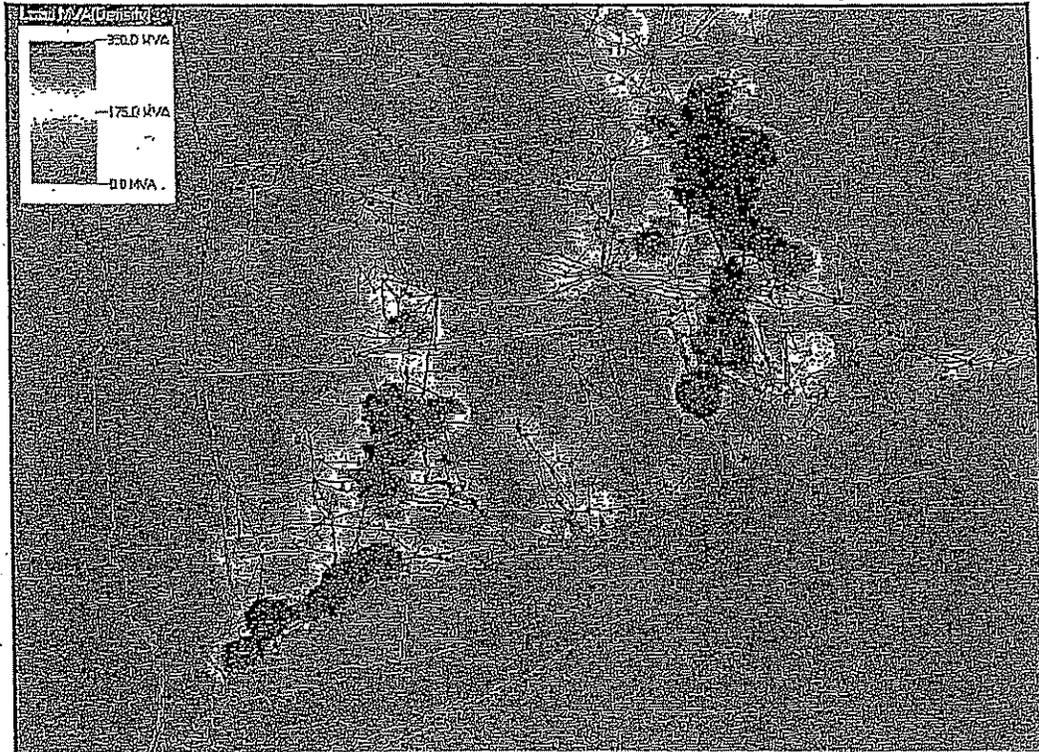
IN CONCLUSION, THE MANSFIELD CONSERVATION COMMISSION RECOMMENDS THAT THE TOWN OF MANSFIELD TAKE A STAND AGAINST OPTION A AND REQUEST THAT THE NEEWS GROUP MAKE A SIMILAR, IN DEPTH STUDY OF OPTION C-2 BEFORE CONCLUDING THAT THEIR PROPOSED ROUTE THROUGH THE FORESTS, FARMS, AND PARKS OF NE CONNECTICUT IS THE BEST OPTION. WE FURTHER RECOMMEND THAT THE OFFICES OF DENISE MERRILL BE ENLISTED IN THIS EFFORT.

At the September, 2008 Conservation Commission meeting a number of concerns were presented during our "Opportunity for Public Comment," should Option A prove to be the best option and the current ROW become more fully utilized. The Conservation Commission recommends the Town Council address these concerns. They include:

1. At the Chaplin CL&P informational session, one of the CL&P representatives apparently stated that an important purpose of the proposed line through NE CT was to provide Fairfield Count with additional power.
2. The effect of the project (tree cutting, additional poles, etc.) on Mansfield's residential areas, for example, in the Highland Road area.
3. Will lights be required on poles in the vicinity of the Windham Airport? How will these poles and additional tree cutting affect the Mansfield Hollow Park area?
4. In the past, ATVs have utilized the ROWs to the detriment of stability of some soils and the neighbor's peace-of-mind. Barriers to ATV's must be placed where necessary.
5. Reports of earlier construction by CL&P indicate that the spreading of subsoils on the surface sometimes resulted in dead areas—they should be required to dispose of subsoils properly.
6. Agricultural lands should be restored and there should be compensation for any lost crops.
7. It was pointed out that the 1956 easement to CL&P includes the right of access through adjoining properties. Access roads through such properties should be minimized and the areas should be restored after the construction is completed.

Connecticut, and Connecticut as a whole are primary areas of concern in this study with respect to the ability of the existing transmission and generation systems to reliably serve projected load requirements in these areas.

Figure 1-1: Southern New England Load Concentrations⁵



Southern New England accounts for approximately 80% of the New England load. The 345 kV bulk transmission network is the key infrastructure that integrates the region's supply resources with load centers. The major southern New England generation resources, as well as the supply provided via ties from northern New England, Hydro-Québec, and New York, primarily rely on the 345 kV transmission system for delivery of power to the area's load centers. This network provides significant bulk power supply to Massachusetts, Rhode Island, and Connecticut and is integral to the supply of the Vermont load in northwestern New England. The SNE area has experienced significant load growth, numerous resource changes, and changes in inter-area transfers.

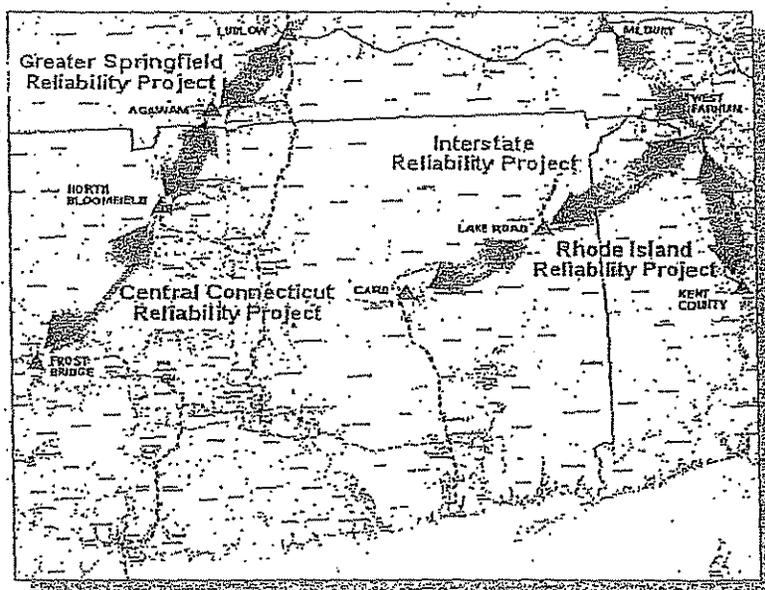
The east-west transmission interface facilities divide New England roughly in half. Vermont, southwestern New Hampshire, western Massachusetts, and Connecticut are located to the west of this interface; while Maine, eastern New Hampshire, eastern Massachusetts, and Rhode Island are to the east. The primary east-west transmission links

⁵ Source: *Needs Analysis* Figure 1-1.

Rhode Island were not simply local issues, but also affected interstate transfer capabilities. In addition, the Working Group identified constraints in transferring power generated in – or imported into – eastern Connecticut across central Connecticut to the concentrated load in SWCT. A comprehensive plan to address all of these interrelated problems was then developed, including the identification of the four components of the NEEWS Plan described above, along with other system improvements to address local reliability issues.

Figure ES-4 provides a conceptual illustration of the four elements of NEEWS.

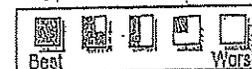
Figure ES-4: NEEWS Project Elements



How will the proposed Project improvements affect electric transmission service in Connecticut?

The proposed Project will improve the reliability of Connecticut's electric service by reducing constraints on the existing transmission system over which power is imported into Connecticut from Rhode Island and southeast Massachusetts. This improvement will both increase the reliability of electric supply to Connecticut customers, and provide them with better access to lower-cost, low-emission, and renewable remote power sources. Similarly, the NEEWS projects as a whole will enhance these benefits, as the other NEEWS projects combine with the Project to greatly improve the capacity of the Connecticut transmission system to import power and to move it across the state. The flow of electric power over electric transmission systems is not limited by state borders. Thus, improvements to interstate electric transmission systems cannot be fairly evaluated according to the benefit they provide to a single state at

Figure 2-1: Summary Comparison: Top Interstate Reliability Options⁸



Top Interstate Options	Network Performance	Human Environment Considerations	Natural Environment Considerations	Delivery Timeline	Planning Grade Estimate
Option A ✓ Millbury ⚡ Card Preferred to-date. Subject to PAC Input.	<input checked="" type="checkbox"/> Has the greatest combined system benefit of any of the options	<input checked="" type="checkbox"/> Relatively low potential impact on developed areas	<input checked="" type="checkbox"/> Relatively low potential for impacting protected lands and resources	<input checked="" type="checkbox"/> Feasible to site and build by date of need	<input checked="" type="checkbox"/> In the lowest cost range \$400M (±25%)
Option B Kent County ⚡ Montville	<input type="checkbox"/> Meets basic solution criteria but with operations issues	<input type="checkbox"/> Moderate-to-high potential impact on developed areas	<input type="checkbox"/> Low-to-moderate potential for impacting protected lands and resources	<input type="checkbox"/> Low likelihood of timely delivery due to anticipated siting issues	<input type="checkbox"/> In the higher cost range \$450M (±25%)
Option C Route 1 Millbury ⚡ Manchester	<input type="checkbox"/> Meets solution criteria and has many system benefits	<input type="checkbox"/> Would require significant condemnations	<input type="checkbox"/> Requires significant clearing for new ROW	<input type="checkbox"/> Not feasible to site and build by date of need	<input type="checkbox"/> Low basic estimate, with major uncertainty \$400M (±25%)
Route 2	<input type="checkbox"/> Same as C-1 but involves a long line segment	<input type="checkbox"/> Moderate potential impact on developed areas	<input type="checkbox"/> Moderate potential for impacting protected lands and resources	<input type="checkbox"/> Feasible to site and build by date of need	<input type="checkbox"/> In the higher cost range \$450M (±25%)
Option D Millbury ⚡ Ludlow	<input type="checkbox"/> Meets basic solution criteria, but with the lowest operating limit of the options	<input type="checkbox"/> Same as Option C-Route 2	<input type="checkbox"/> Same as Option C-Route 2	<input type="checkbox"/> Feasible to site and build by date of need	<input type="checkbox"/> In the higher cost range \$450M (±25%)
Option E HVDC Millbury ⚡ Southington	<input type="checkbox"/> Meets basic solution criteria but is not expandable, is less flexible and has higher system losses	<input type="checkbox"/> Moderate potential impact on developed areas	<input type="checkbox"/> Low-to-moderate potential for impacting protected lands and resources	<input type="checkbox"/> Feasible to site and build by date of need	<input type="checkbox"/> In a significantly higher cost range \$1,300M (±25%)* (*Solves both the interstate and CT-E-W components, but is still very high when compared with the \$600M total for the combined preferred)



PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD

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

To: Mansfield Town Council
From: Rudy Favretti, Chairman, Mansfield Planning and Zoning Commission
Date: Thursday, November 20, 2008
Re: CL&P Interstate Reliability Project

After discussing the proposed CL&P Interstate Reliability Project and potential land use impacts for Mansfield and other Eastern Connecticut municipalities, Mansfield Planning and Zoning Commission instructed me to report the Commission's opposition to the proposed project. Our opposition is based on an inadequate consideration of alternatives to this proposed project and expected detrimental land use impacts for properties in Mansfield and other eastern Connecticut Towns. In Mansfield, it is expected that the project will detrimentally impact property values for abutting schools and childcare centers and for neighboring residences. Furthermore, the project is expected to reduce the functional value of existing and potential farmland and the recreational value of Mansfield Hollow State Park. In general, the proposed route through eastern Connecticut will detrimentally affect the rural character of the area without any compensating economic benefit.

It is respectfully requested that the Town Council communicate to CL&P and the Connecticut Siting Council Mansfield's opposition to this proposed project including the reasons cited above by the Planning and Zoning Commission.

TOWN OF MANSFIELD
OFFICE OF THE TOWN COUNCIL



ELIZABETH C. PATERSON, Mayor

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3336
Fax: (860) 429-6863

December 1, 2008

Anthony P. Mele
Northeast Utilities - Transmission Project Manager
107 Selden Street
Berlin, CT 06037

RE: CL&P Interstate Reliability Project

Dear Mr. Mele:

Mansfield's Town Council and staff greatly appreciate the significant effort that has been made by CL&P to provide information and to address questions raised about the proposed Interstate Reliability Project. CL&P's pre-application process, including the open house in Mansfield, attendance at a Town Council special meeting and direct contacts with neighboring property owners, has promoted public understanding and participation and a beneficial discussion regarding the proposed project and Connecticut's future energy policies. As part of this on-going process it is respectfully requested that the comments and recommendations presented in this letter be carefully considered and incorporated into your planned Connecticut Siting Council submission.

- 1) After reviewing information and comments presented to the Town Council regarding CL&P's proposed Interstate Reliability Project, Mansfield's Town Council has determined that the need for this project has not been demonstrated and therefore, the Town Council does not support the proposed construction of additional transmission lines through eastern Connecticut.

Mansfield's Town Council recommends that CL&P and the Connecticut Siting Council focus their collective efforts to:

- A. Promote energy conservation & a reduction of existing and future energy demand;
- B. Promote energy storage within the generation/transmission system and at individual consumption sites in order to reduce peak demand impacts;
- C. Promote alternative sources of energy generation that do not necessitate increasing transmission line capacity;

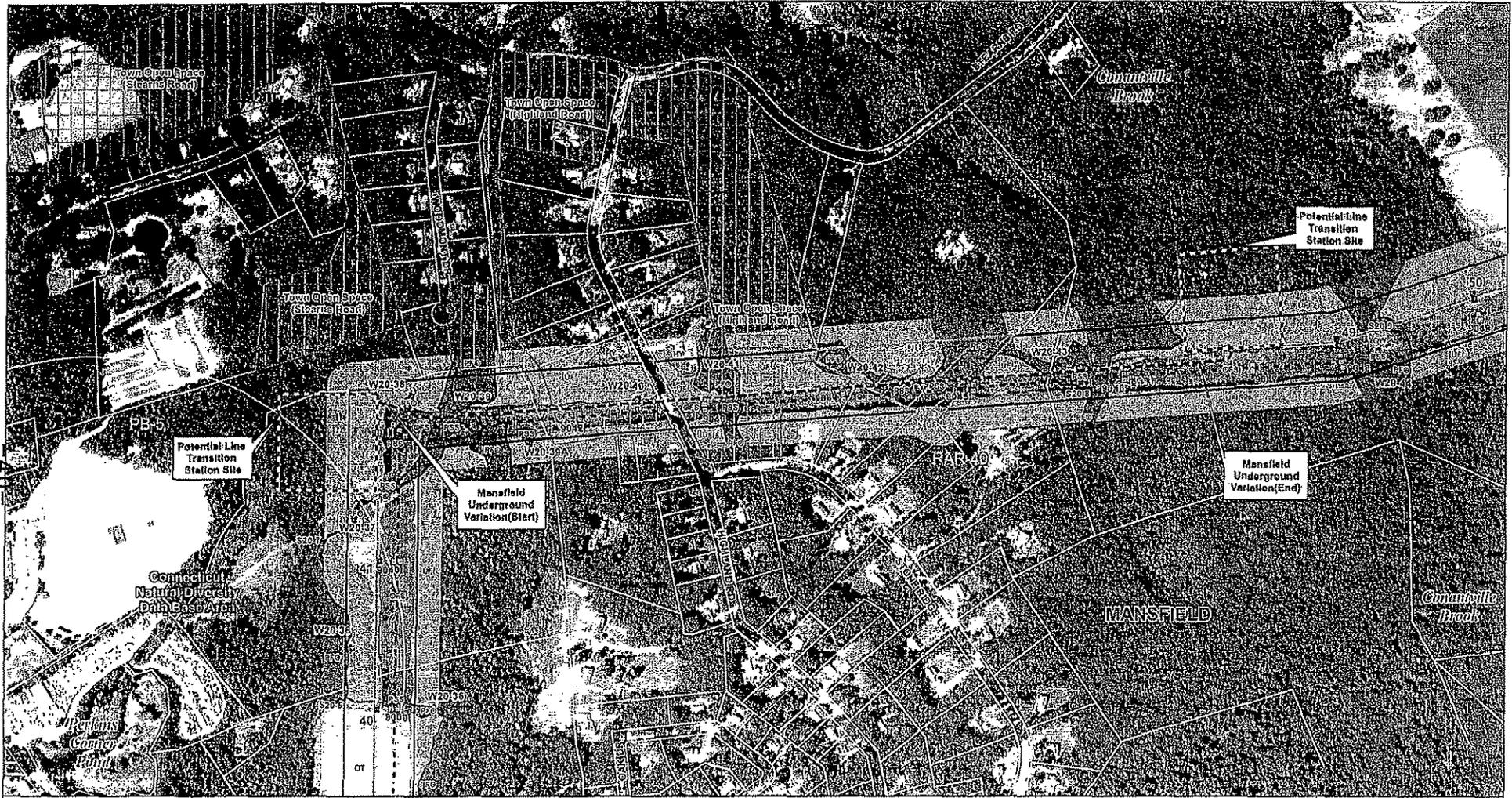
Thank you for affording Mansfield representatives an opportunity to comment prior to CL&P's submission of a Siting Council application. Please contact Mansfield's Town Manager, Matthew Hart (860-429-3336) or Mansfield's Director of Planning, Gregory J. Padick (860-429-3330) if you have any questions regarding this letter.

Very truly yours,

Elizabeth Paterson

Elizabeth Paterson, Mayor
Town of Mansfield

cc: S. Derek Phelps, Executive Director, Connecticut Siting Council
State Senator Donald Williams
State Representative Denise Merrill
United States Representative Joseph Courtney
Mark Paquette, Executive Director, Windham Region Council of Governments



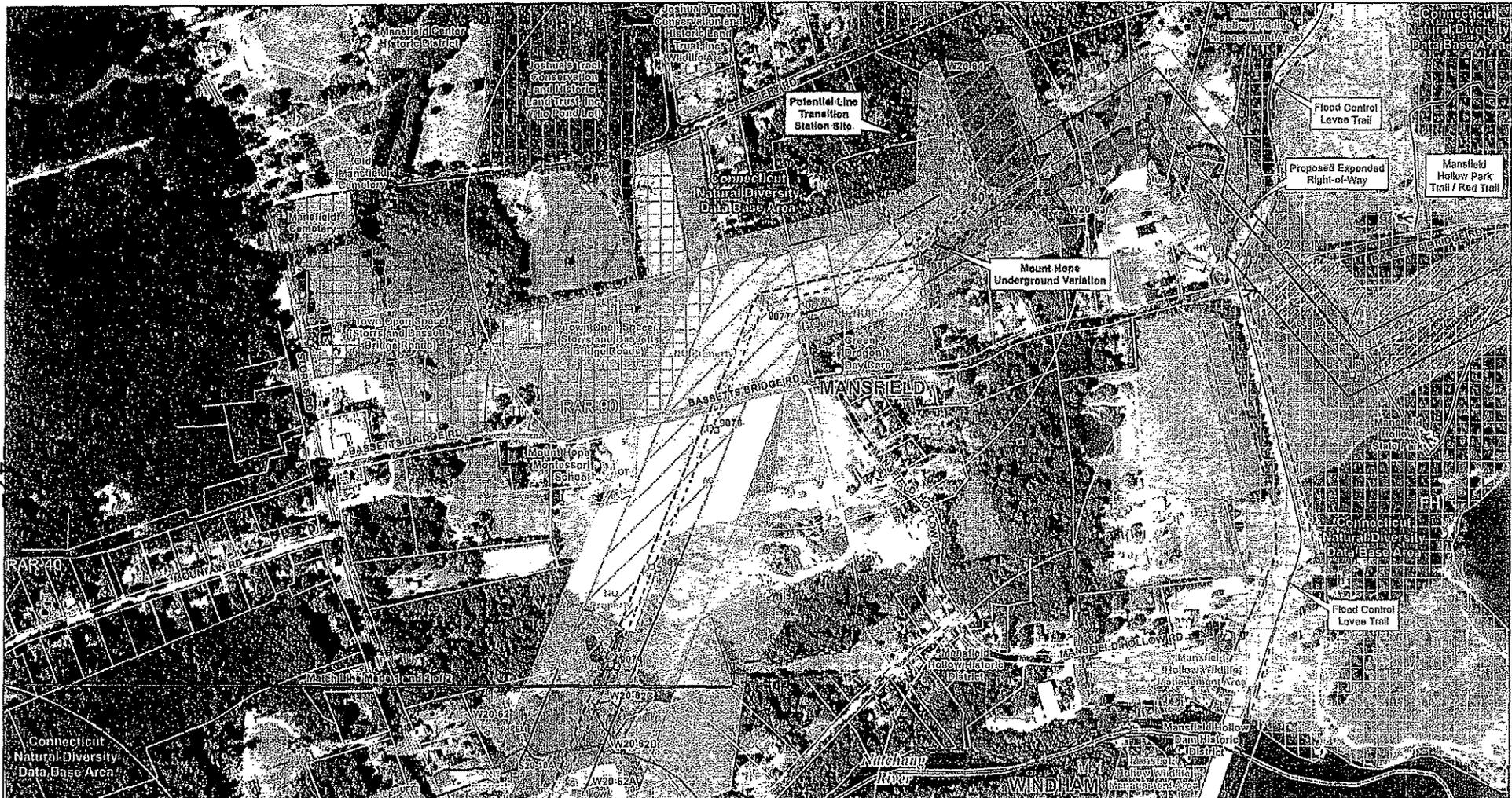
<ul style="list-style-type: none"> Right-of-Way (Existing) Proposed 345-kV Line (Centerline) Existing Transmission Line (Centerline) Existing Structure (POB) Existing Structure (Guyed) Proposed Structure (I) Proposed Structure (Guyed) 	<ul style="list-style-type: none"> Property Line Town/State Boundary Potential Access Road Nonbeast Utilities Property Historic District State Forest or Park Wildlife Area or Sanctuary 	<ul style="list-style-type: none"> 100-Year Flood Zone Wetland Boundary (W20-1) Watercourse (S20-08) Potential Line Transition Station 345-kV Underground Variation Connecticut Natural Diversity Data Site Area Municipal/Private Park or Open Space 	<ul style="list-style-type: none"> Land Use/Vegetative Cover Type Emergent Wetland (PEM) Forested Wetland (PFO) Scrub - Shrub Wetland (PSS) Open Field-Shrub Land (OFS) Commercial/Industrial (CI) Zoning Designation 	<ul style="list-style-type: none"> Agricultural (AG) Other (OT) Open Water (OW) House/Yard (HY) Upland Forest (UF) State Wetland (SW)
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Data Source: CT NMAP 2010 Aerial Imagery; CT DEP 2010; 88&M2 2010; AECOM 2007-2011; PELIA Flood 2009.

Interstate Reliability Project
Mansfield Underground Variation
 Mapsheet 1 of 1

AECOM
 Date: July 2011

ATTACHMENT B



<p>Right-of-Way (Existing)</p> <p>Proposed 345-kV Line (Centerline)</p> <p>Existing Transmission Line (Centerline)</p> <p>Proposed Structure (9001)</p> <p>Proposed Structure (Guyed)</p> <p>Existing Structure (1)</p> <p>Existing Structure (Guyed)</p>	<p>Property Line</p> <p>Town/State Boundary</p> <p>Potential Access Road</p> <p>Northeast Utilities Property</p> <p>Historic District</p> <p>State Forest or Park</p> <p>Wildlife Area or Sanctuary</p>	<p>100-Year Flood Zone</p> <p>Wetland Boundary (W20-1)</p> <p>Watercourse - (S29-68)</p> <p>Potential Line Transition Station</p> <p>345-kV UG Variation</p> <p>Connecticut Natural Diversity Data Base Area</p> <p>Municipal/Private Park or Open Space</p>	<p>Land Use/Vegetative Cover Type</p> <p>Emergent Wetland (PEM)</p> <p>Forested Wetland (PFD)</p> <p>Scrub - Shrub Wetland (PSS)</p> <p>Open Field-Shrub Land (OFS)</p> <p>Commercial/Industrial (CI)</p> <p>Zoning Designation</p>	<p>Agriculture (AG)</p> <p>Other (OT)</p> <p>Open Water (OW)</p> <p>House/Yard (HY)</p> <p>Upland Forest (UF)</p> <p>State Wetland (SW)</p>
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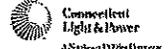
Data Source: CT NAIP 2010 Aerial Imagery; CT DEP 2010; FEMA Flood 2009; RA16P 2010; AECOM 2007-2011; FEMA Flood 2009.

Interstate Reliability Project

Mount Hope Underground Variation

Mapsheet 2 of 2




 Connecticut Light & Power
 ANS Substation Company


AECOM

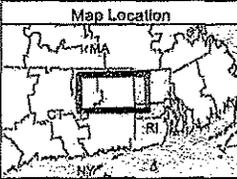
Date: July 2011



National Grid to Construct
Rhode Island and
Massachusetts Portions of
the Interstate Reliability Project

Index Map

- Brooklyn Overhead Variation
- Brooklyn Underground Variation
- Mansfield Underground Variation
- Mount Hope Underground Variation
- Willimantic South Overhead Variation
- Willimantic South Underground Variation



Legend

- Substation
- Switching Station
- Proposed 345-kV Line (Centerline)
- Willimantic South Overhead Variation
- Willimantic South Underground Variation
- Mansfield Underground Variation
- Mount Hope Underground Variation
- Brooklyn Overhead Variation
- Brooklyn Underground Variation

0 2.5 5 7.5 10 Miles

1:100,000
1 inch = 2.5 miles

Data Source: DEM/D 2010, CT DEP GIS

Interstate Reliability Project Variations Index Map

Connecticut Light & Power
A National Energy Company

AECOM

Date: July 2011

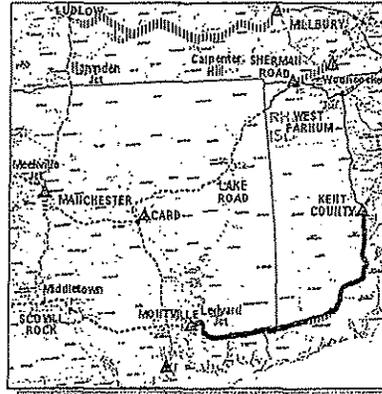
ATTACHMENT D

Figure 13-1: Location Maps of Six Interstate Options

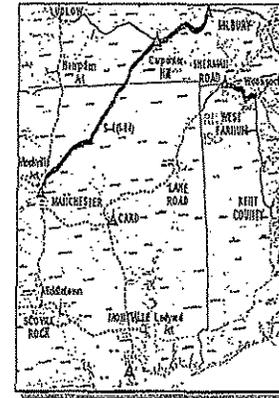
Interstate Option A



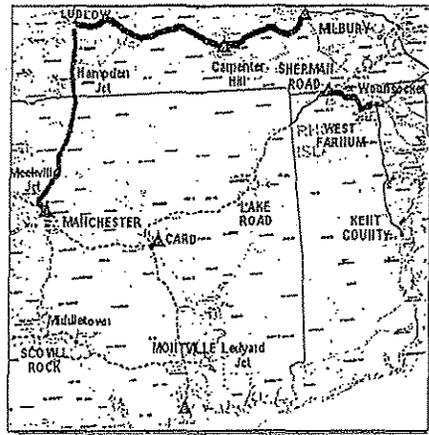
Interstate Option B



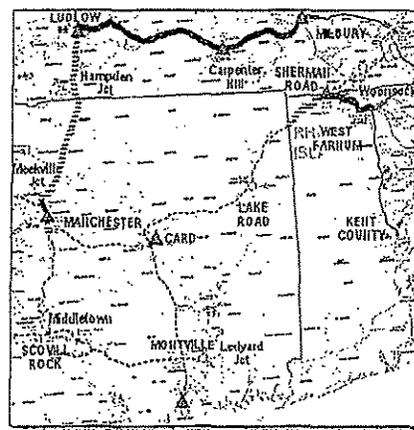
Interstate Option C-1



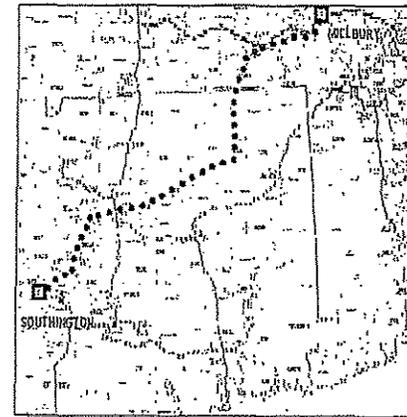
Interstate Option C-2



Interstate Option D



Interstate Option E



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ATTACHMENT E

Table 13-1: Comparison of Interstate Reliability Project Options

Interstate Options and Needs	Option A-1	Option A-2	Option A-3	Option A-4	Option C-2.1
Improve Eastern New England Import Capability	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Increase in N-1 import capability equivalent to A series; lower increase in N-1-1 import capability
Improve Western New England Import Capability	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Increase in N-1 import capability equivalent to A series; lower increase in N-1-1 import capability
Improve Connecticut Import Capability	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Equivalent increase in N-1 and N-1-1 import capability for all A options	Increase in N-1 import capability equivalent to A series; lower increase in N-1-1 import capability
Number of highly-loaded lines (>90% of LTE)	Marginally higher number of highly-loaded lines	Lowest number of Highly loaded lines	Lowest number of Highly loaded lines	Marginally higher number of highly-loaded lines	Highest number of highly-loaded lines
Impact on Short-Circuit Currents at 345-kV stations	Moderate impact on Short circuit currents	Higher impact on short circuit currents	Higher impact on Short circuit currents	Higher impact on Short circuit currents	Least impact on Short circuit Currents
Impact on Delta P related SPSs	Eliminates Lake Road SPS under All-lines-in Conditions	Does Not Eliminate Lake Road SPS			
Flexible System Expandability	High flexibility and Expandability	Lowest expandability and flexibility	Moderate expandability and flexibility	Moderate expandability and flexibility	Low expandability and flexibility

Overall, the A-series options performed better than the C-2.1 option in terms of most of the metrics tested for electric performance evaluation. Within the A-series options, there was none

that clearly outperformed the others. However, in terms of system expandability and flexibility, A-1 is preferred over the other A-series options.

13.1.4.2 Cost Comparison of the Five Transmission Alternatives

For each of the five redesigned options, planning-grade cost estimates were prepared using a process consistent with ISO-NE procedures as defined in Planning Procedure No. 4.0. Table 13-2 summarizes these cost estimates for each option.

Table 13-2: Summary of Cost Estimates of Interstate Reliability Project Options (\$ million)

	A-1	A-2	A-3	A-4	C-2A
NU					
Substation Upgrades	\$30	\$30	\$30	\$30	\$14
Transmission Lines	\$221	\$221	\$221	\$221	\$295
NU Total	\$251	\$251	\$251	\$251	\$309
National Grid					
Substations	\$91	\$137	\$136	\$104	\$136
Transmission Lines	\$190	\$139	\$154	\$201	\$255
National Grid Total	\$281	\$277	\$289	\$305	\$391
NStar					
Substations	\$0	\$0	\$0	\$0	\$0
Transmission Lines	\$0	\$15	\$3	\$0	\$0
NStar Total	\$0	\$15	\$3	\$0	\$0
Interstate Reliability Project Total					
Substations	\$122	\$168	\$166	\$135	\$150
Transmission Lines	\$411	\$375	\$377	\$422	\$550
Total	\$532	\$543	\$543	\$556	\$700

(1) Estimates have a -25% / +50% degree of accuracy

(2) The above project cost estimates and all others in Volumes 1 and 1A of this Supplemental MCF reflect capitalized Allowance for Fund Used During Construction (AFUDC) accrual for the duration of the Project. On May 27, 2011, the Federal Energy Regulatory Commission issued an Order authorizing recovery in rate base of 100% of transmission construction work in progress (CWIP) costs for the New England East-West Solution (NEEWS) projects, including the Interstate Reliability Project. Under this Order, CL&P and the New England Power Company (collectively "the Companies") ceased their accrual of AFUDC associated with expenditures on the NEEWS projects on June 1, 2011. The Companies are in the process of revising (i.e., reducing) their cost estimates accordingly, and will complete this process for the cost estimates presented in this Supplemental MCF before filing state siting applications to certify the Interstate Reliability Project.

Table 13-3 summarizes the primary elements of options A-1, A-2, A-3, A-4 and C-2.1, which are relevant to an evaluation of their comparative environmental effects. Since the A-series options are identical within Connecticut, this analysis focuses on impacts in the states of Massachusetts and Rhode Island.

**Table 13-3: Summary of Primary Elements: A-series Options and Option C-2.1
Connecticut, Rhode Island, and Massachusetts**

Primary Feature	Option A-Series				Option C-2.1
	A-1	A-2	A-3	A-4	
New 345-kV Transmission Line (Miles)	74.7	72.2	74.7	83.7	84.1
Reconductor / Rebuild Existing 345-kV Transmission Lines (Miles)	9	0.2	8.7	0	0
Reconductor / Rebuild /Uprate Existing 115-kV Transmission Lines (Miles)	0	0	0	0	15.4
New Substations/Switching Stations	<ul style="list-style-type: none"> New AIS Switching Station at Sherman Road (1) 	<ul style="list-style-type: none"> New GIS Switching Station at Sherman Road 	<ul style="list-style-type: none"> New AIS Switching Station at Sherman Road (1) New 345-kV Switching Station (AIS) at Uxbridge (MA) 	<ul style="list-style-type: none"> New AIS Switching Station at Sherman Road (1) 	<ul style="list-style-type: none"> New AIS Switching Station at Sherman Road (1) New 345-kV switchyard at Carpenter Hill Substation
Modified Substations/Switching Stations	<ul style="list-style-type: none"> Upgrade Millbury Switching Station Modifications to CT Stations (Card Street, Lake Road, Killingly) Modifications at West Farnum Substation 	<ul style="list-style-type: none"> Upgrade Millbury Switching Station Modifications to CT Stations (Card Street, Lake Road, Killingly) Modifications at West Farnum Substation 	<ul style="list-style-type: none"> Upgrade Millbury Switching Station Modifications to CT Stations (Card Street, Lake Road, Killingly) Modifications at West Farnum Substation 	<ul style="list-style-type: none"> Upgrade Millbury Switching Station Modifications to CT Stations (Card Street, Lake Road, Killingly) New Bay at West Farnum Substation 	<ul style="list-style-type: none"> Upgrade Millbury Switching Station Expand Manchester Substation Modifications at West Farnum Substation

(1) Circuit breaker, bus and other equipment replacements at Sherman Road required by Options A-1, A-3, A-4 and Option C-2.1 could not be accomplished without significant outages and impacts to Ocean State Power. Building a new AIS while leaving the existing station operational during construction is the most practical solution.

Table 13-4: Comparison of Option A Series (A-1 through A-4) and Option C-2.1: New 345-kV Transmission Line and Related Substation and Switching Station Facilities: Connecticut, Rhode Island, and Massachusetts

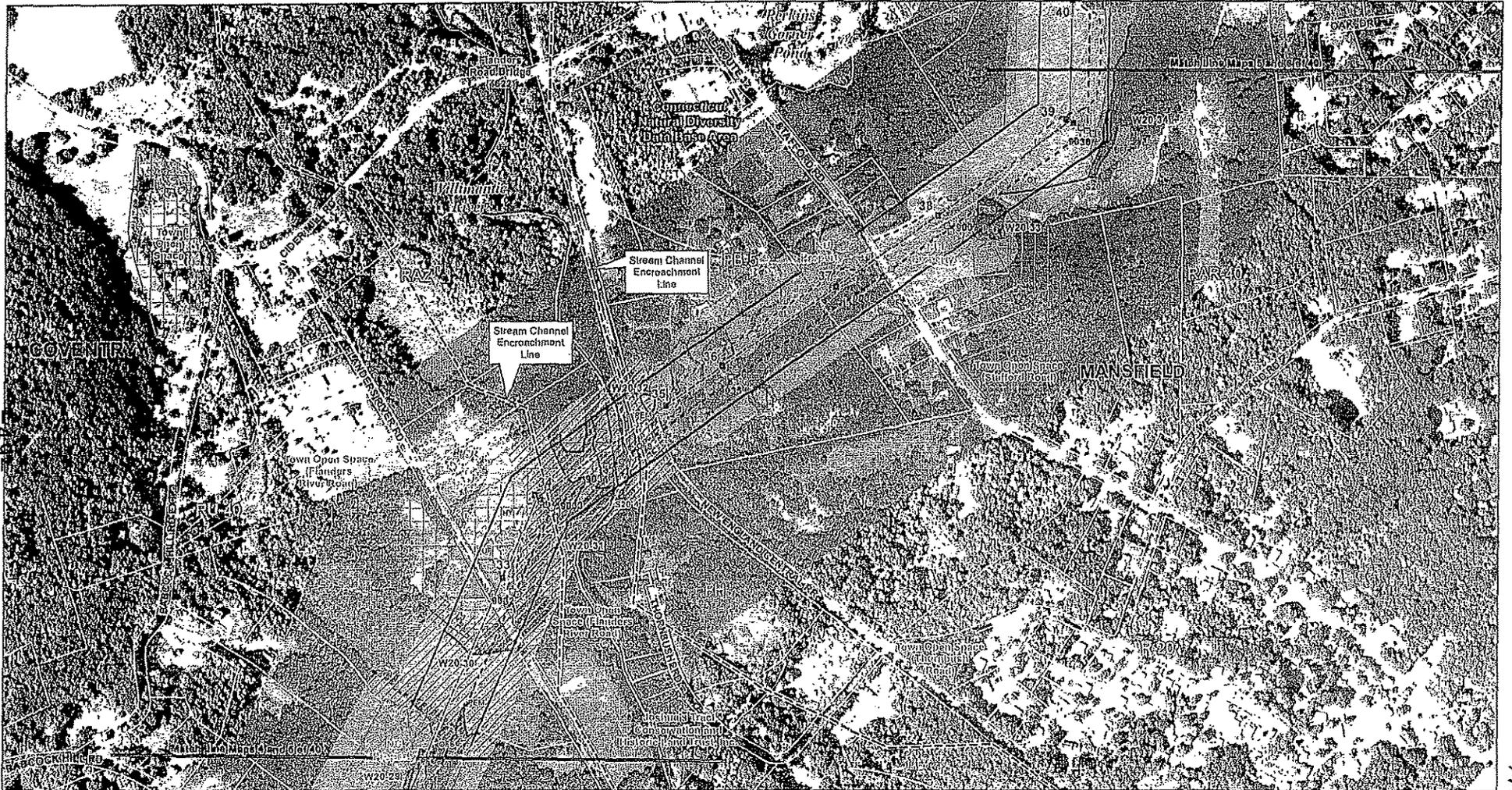
Feature	A Options (Range for Options A-1 through A-4)	Option C-2.1
New 345-kV Transmission Line Length (Miles)	74.7-83.7	84.3
Length through wetlands (Miles)	5.2-7.0	11.9
Watercourse Crossings (Number)	118-129	177
Upland Forest Traversed (Miles)	36.5-39.1	54.0
Wetland Forest Traversed (Miles)	2.5-3.3	3.3
Parkland Traversed (Miles)	2.7	2.9
Length through Rare, Threatened or Endangered (Listed) Species Habitat (Miles)	14.8-15.2	18.1
Residences within 500 feet of new 345-kV transmission line centerline (Number)	478-536	942
ROW Expansion Required (Estimated Acres)	0-11 (Mansfield Hollow Area, CT)	<1 (Manchester, CT)
Additional Land Acquisition Required for Substations or Switching Stations (Estimated Acres)	0-11 (11 acres, Uxbridge, MA)	<1 (Manchester, CT)
Total Additional Land Development to be Converted to Utility Use for Substations or Switching Stations (Estimated Acres) <i>(Includes NU / NGrid property outside existing station fence lines and private property)</i>	4-15 (4 acres: Sherman Road Switching Station, RI) (11 acres: Uxbridge switching station, MA (Option A-3))	3.5 (Carpenter Hill, MA, Manchester, CT)

Notes:

1. Table compares new 345-kV transmission lines and related substation and switching station modifications that would be required for the A Options and Option C-2.1.
2. All linear miles across features are calculated based on the presumed centerline of the new 345-kV transmission line.
3. Additional easement acquisition is proposed for the new 345-kV line (all A Options) in Mansfield Hollow (CT); however, NU has also identified design options that would either not require any additional easement or would minimize the amount of easement required.

Specifically, compared to the four A series Options, Option C-2.1 would involve:

- Greater impacts in terms of overall vegetation clearing and habitat alteration. The new 345-kV transmission line required for Option C-2.1 would traverse more miles than any of the new 345-kV lines for the four A-series options.



<ul style="list-style-type: none"> Right-of-Way (Existing) Proposed 345-kV Line (Centerline) Existing Transmission Line (Centerline) Existing Structure (3091) Existing Structure (Guy Relocation) Proposed Structure (1) Proposed Structure (Guyed) 	<ul style="list-style-type: none"> Connecticut Natural Diversity Data Base Area Municipal/Private Park or Open Space Property Line Town/State Boundary Potential Access Road Northeast Utilities Property Historic District 	<ul style="list-style-type: none"> State Forest or Park Wildlife Area or Sanctuary 100-Year Flood Zone Wetland Boundary (W20-1) Watercourse (S20-65) R30 Zoning Designation 	Land Use/Vegetative Cover Type <ul style="list-style-type: none"> Emergent Wetland (PEM) Forested Wetland (PFO) Scrub - Shrub Wetland (FSS) Open Field-Shrub Land (OFS) Commercial/Industrial (CI) 	<ul style="list-style-type: none"> Agriculture (AG) Other (OT) Open Water (OW) House/Yard (HY) Upland Forest (UF) State Wetland (SW)
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Date Source: CT MAP 2010 Aerial Imagery; Optimal Geomatics 2007 Aerial Imagery; CT DEP 2010; B&A 2010; AECOM 2007-2011; FEMA Flood 2010.

Interstate Reliability Project
 Proposed Route
 Mapsheet 5 of 40

AECOM
 Date: July 2011

ATTACHMENT F



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<ul style="list-style-type: none"> Right-of-Way (Existing) Proposed 345-kV Line (Centerline) Existing Transmission Line (Centerline) Existing Structure (0001) Existing Structure (Guy Relocation) Proposed Structure (1) Proposed Structure (Guyed) 	<ul style="list-style-type: none"> Connecticut Natural Diversity Data Base Area Municipal/Private Park or Open Space Property Line Town/State Boundary Potential Access Road Northeast Utilities Property Historic District 	<ul style="list-style-type: none"> State Forest or Park Wildlife Area or Sanctuary 100-Year Flood Zone Wetland Boundary (W20-1) Watercourse (S20-68) R00 Zoning Designation 	<ul style="list-style-type: none"> Emergent Wetland (PEM) Forested Wetland (PFO) Scrub - Shrub Wetland (PBS) Open Field-Shrub Land (OFS) Commercial/Industrial (CI) 	<ul style="list-style-type: none"> Agricultural (AG) Other (OT) Open Water (OW) House/Yard (HY) Upland Forest (UF) State Wetland (SW)
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Date Source: CT HMP 2010 Aerial Imagery; Optimal Geomatics 2007 Aerial Imagery; CT DEP 2010; B&MCO 2010; AECOM 2007-2011; FEMA Flood 2005.

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0 400 800 Feet

Interstate Reliability Project
Proposed Route
Mapsheet 6 of 40

Connecticut Light & Power
A Veolia Water Company

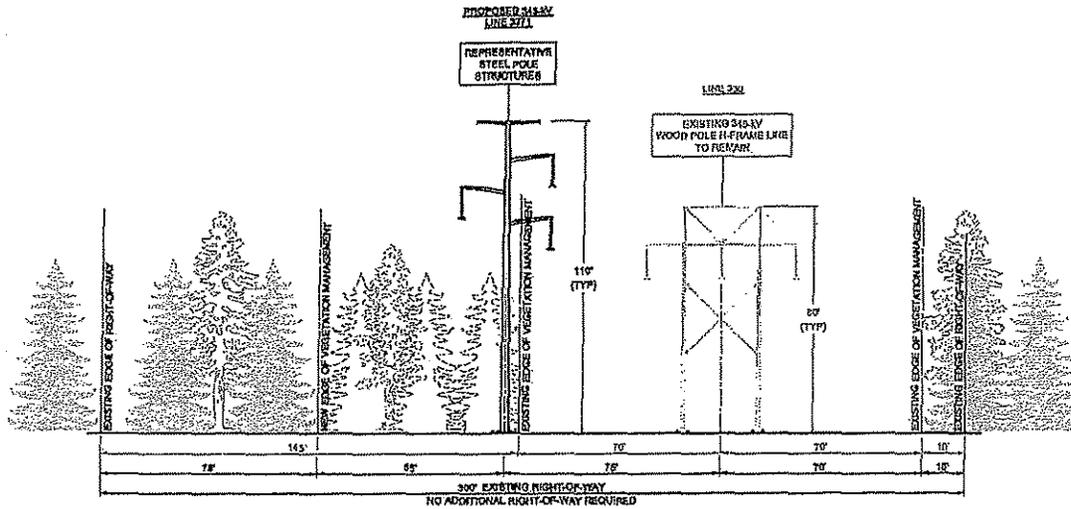
AECOM

Date: July 2011

MAPSHEET 06 of 40:

**Interstate Reliability Project
Proposed Route
Existing Structure Locations 9039 to 9051
East of State Route 32/Stafford Road to East of Highland Road
Town of Mansfield, CT**

Note: AS-2.BMP (depicted) applies to Proposed Route near Structures 9039 to 9048. Refer to AS-2 on Mapsheet 7 for depiction of Proposed Route from Structure 9049 to 9051



RIGHT-OF-WAY DESCRIPTION

Land Use

- Residential near structures 9042 to 9044
- CT Protected/Open Space adjacent to and between structures 9042 and 9044
- Agricultural adjacent to and between structures 9050 and 9051
- Upland and/or wetland forest adjacent to structures 9039 to 9049

Wetlands, Watercourses and Waterbodies

- Wetland Nos.: W20-34, W20-35, W20-36, W20-37, W20-38, W20-39, W20-39A, W20-40, W20-41, W20-42, W20-43, W20-44
- Wetland Cover Types: Palustrine Scrub-Shrub Wetland (PSS), Palustrine Forested Wetland (PFO), Open Water (OW)
- Stream Nos.: S20-6, S20-7, S20-8, S20-9 (Conantville Brook)

Potential Access

- Structures 9039 to 9041 can be accessed from State Route 32/Stafford Road (see Mapsheet 05 of 40)
- Structures 9042 to 9051 can be accessed from Highland Road

Right-of-Way Vegetation

- Open field-shrub, upland and wetland forest, agricultural, house/yard

Terrain

- Broad hill tops to steep slopes

Existing Right-of-Way Width

- 300 feet

Proposed Expansion of Right-of-Way Width

- 0 feet

Existing Managed Right-of-Way Width

- 140 to 300 feet

Additional Managed Right-of-Way Width Required

- 70 to 90 feet

Road Crossings/Major Utility Crossings

- Highland Road between structures 9042 and 9043

AREA DESCRIPTION

Existing Land Use

- Agricultural
- Residential
- CT Protected/Open Space (Town Open Space (Highland Road and Stearns Road) managed by the Town of Mansfield)

Zoning

- Current:
 - Rural Agriculture Residence 40 Zone (RAR-40)
- Planned:
 - Planned Business 5 Zone (PB-5)

Natural Systems

- Open water (ponds)
- Conantville Brook and its associated tributaries
- State/Federal jurisdictional wetlands
- Natural Diversity Data Base Area
- Mixed hardwood forest of varying size and age

Visual Character

- Forest, residential, and agricultural

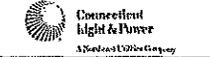
-52-



<ul style="list-style-type: none"> Right-of-Way (Existing) Proposed 345-kV Line (Centerline) Existing Transmission Line (Centerline) Existing Structure (S601) Existing Structure (Buy Relocation) Proposed Structure (1) Proposed Structure (Guyed) 	<ul style="list-style-type: none"> Connecticut Natural Diversity Data Base Area Municipal/Private Park or Open Space Property Line Town/State Boundary Potential Access Road Northeast Utilities Property Historic District 	<ul style="list-style-type: none"> State Forest or Park Wildlife Area or Sanctuary 100-Year Flood Zone Wetland Boundary (W20-1) Watercourse (S20-68) R30 Zoning Designation 	<ul style="list-style-type: none"> Land Use/Vegetative Cover Type Emergent Wetland (PEM) Forested Wetland (PFO) Scrub - Shrub Wetland (PSS) Open Field-Shrub Land (OFS) Commercial/Industrial (CI) 	<ul style="list-style-type: none"> Agriculture (AG) Other (OT) Open Water (OW) House/Yard (HY) Upland Forest (UF) State Wetland (SW)
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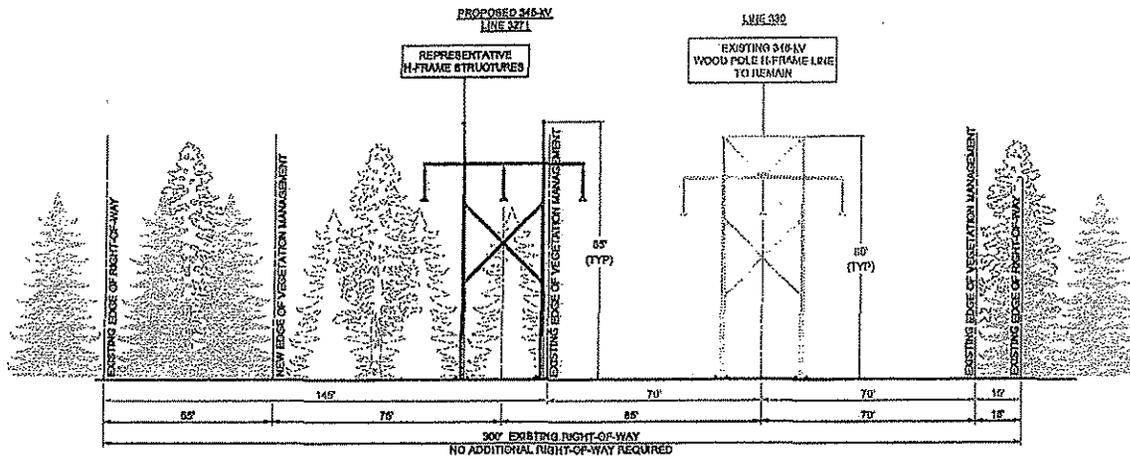
Interstate Reliability Project
Proposed Route
Mapsheet 7 of 40

Date: July 2011


AECOM
 Date: July 2011

APPENDIX 5

Interstate Reliability Project
 Proposed Route
 Existing Structure Locations 9052 to 9064
 East of Highland Road, including Mansfield City Road, to Nipmuck Trail (West Branch)
 Town of Mansfield, CT



RIGHT-OF-WAY DESCRIPTION

Land Use

- Agricultural adjacent to structures 9052 to 9054
- Upland forest adjacent to structures 9052, 9054, and 9055 to 9064
- Nipmuck Trail (West Branch) between structures 9064 and 9065

Wetlands, Watercourses and Waterbodies

- Wetland Nos.: W20-45, W20-45A, W20-46, W20-47, W20-48, W20-49, W20-50, W20-51, W20-52, W20-53, W20-54, W20-55, W20-56
- Wetland Cover Types: Palustrine Emergent Wetland (PEM), Palustrine Scrub-Shrub Wetland (PSS), Palustrine Forested Wetland (PFO)
- Stream Nos.: S20-10, S20-11, S20-12, S20-12A, S20-13, S20-14, S20-15, S20-16, S20-17 (Sawmill Brook)

Potential Access

- Structures 9052 to 9053 can be accessed from Highland Road (see Mapsheet 06 of 40)
- Structure 9054 can be accessed from Mansfield City Road
- Structures 9055 to 9064 can be accessed from either Crane Hill Road or Storrs Road (see Mapsheet 08 of 40)

Right-of-Way Vegetation

- Open field-shrub, upland and wetland forest, agricultural

Terrain

- Hilly

Existing Right-of-Way Width

- 300 feet

Proposed Expansion of Right-of-Way Width

- 0 feet

Existing Managed Right-of-Way Width

- 140 to 300 feet

Additional Managed Right-of-Way Width Required

- 90 feet

Road Crossings/Major Utility Crossings

- Mansfield City Road between structures 9054 and 9055

AREA DESCRIPTION

Existing Land Use

- Agricultural
- Residential
- CT Protected/Open Space (Town Open Space (Sawmill Brook Lane, Jacobs Hill Road) managed by the Town of Mansfield); Joshua's Tract Conservation and Historic Land Trust, Inc. (Jacobs Hill Preserve and Wolf Rock Nature Preserve)
- Connecticut Forest and Parks Association (CFPA) Nipmuck Trail (West Branch)

Zoning

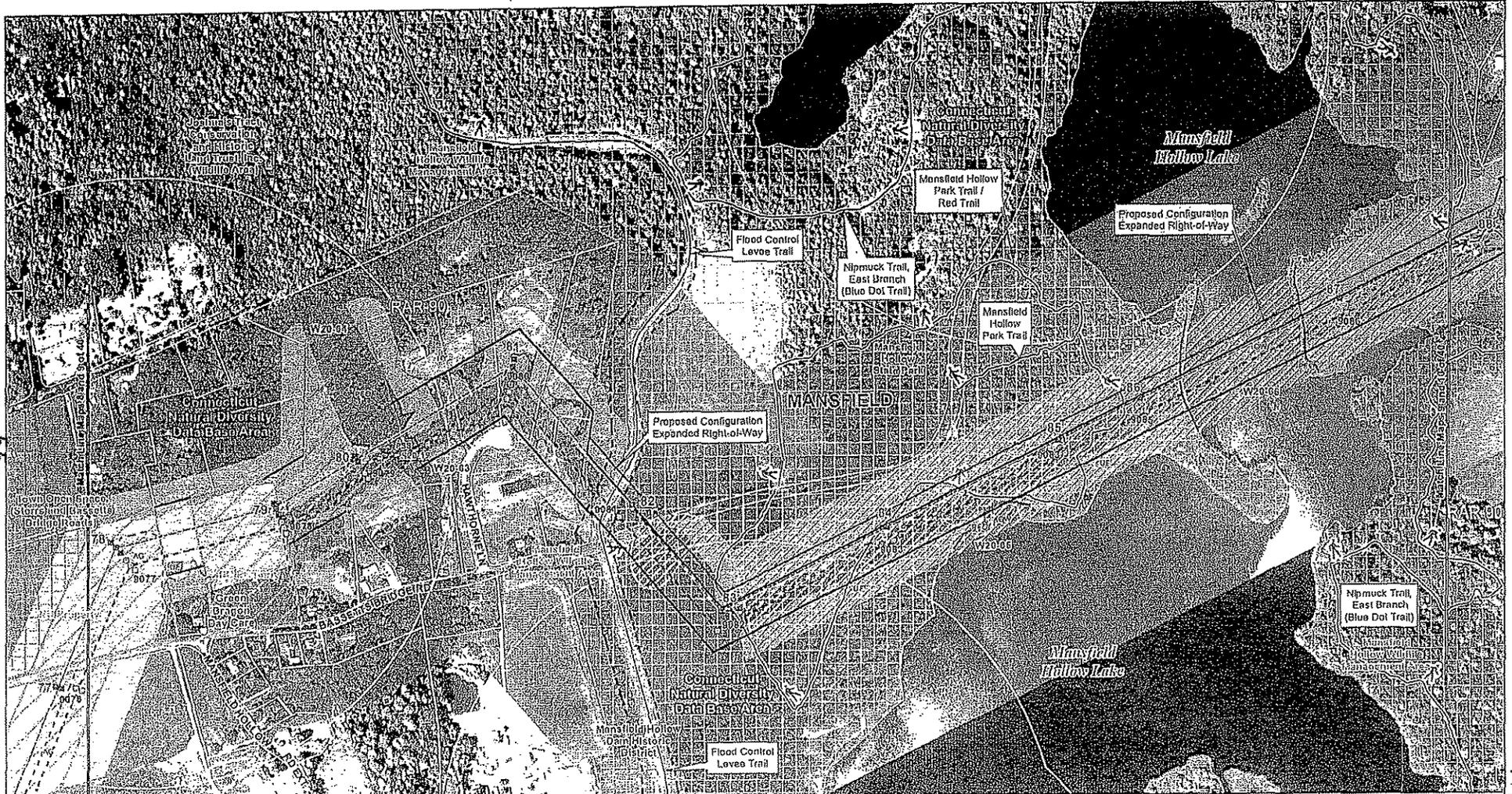
- Current:
 - Rural Agriculture Residence 40 Zone (RAR-40)
 - Flood Hazard Zone (FH)

Natural Systems

- Sawmill Brook and its associated tributaries
- State/Federal jurisdictional wetlands
- Mixed hardwood forest varying in size and age
- 100-year flood zone – Sawmill Brook

Visual Character

- Residential, agricultural, and forest



Right-of-Way (Existing)	Connecticut Natural Diversity Data Base Area	State Forest or Park
Proposed 345-kV Line (Centerline)	Municipal/Private Park or Open Space	Wildlife Area or Sanctuary
Existing Transmission Line (Centerline)	Property Line	100-Year Flood Zone
Existing Structure (9001)	Town/State Boundary	Wetland Boundary (W20-1)
Existing Structure (Guy Relocation)	Potential Access Road	Watercourse (S20-68)
Proposed Structure (I)	Northeast Utilities Property	R80 Zoning Designation
Proposed Structure (Guyed)	Historic District	

Emergent Wetland (PEM)	Agricultural (AG)
Forested Wetland (FPD)	Other (OT)
Scrub - Shrub Wetland (PSS)	Open Water (OW)
Open Field-Shrub Land (OFS)	House/Yard (HY)
Commercial/Industrial (CI)	Upland Forest (UF)
	State Wetland (SW)

Scale: 1:4,800

North Arrow

Scale bar: 0 to 800 Feet

Data Source: CT NHP 2010 Aerial Imagery; Optimal Geomatics 2007 Aerial Imagery; CT DEP 2010; 6/4/2010; AECD; 2007-2011; FEMA Flood 2005.

Interstate Reliability Project
Proposed Route
Mapsheet 9 of 40

Connecticut Light & Power
ANaturalEnergyCompany

AECOM

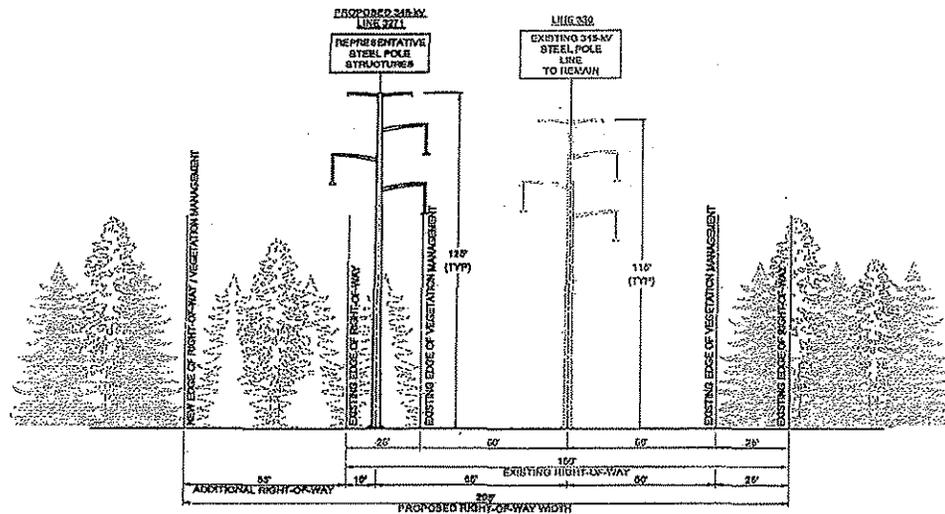
Date: July 2011

ATTACHMENT H

MAPSHEET 09 of 40:

**Interstate Reliability Project
Proposed Route
Existing Structure Locations 9077 to 9086.
Bassetts Bridge Road to Nipmuck Trail (East Branch)
Town of Mansfield, CT**

Note: This cross-section (XS-3) applies to the 1-mile segment between structures 9081 and 9086, including 0.9 mile of USACE-owned property. See cross-section (XS-2) on Mapsheet 8 for transmission line and ROW configuration between structures 907 and 9080.



RIGHT-OF-WAY DESCRIPTION

Land Use

- Agricultural adjacent to and between structures 9076 to 9078
- Residential near structures 9080 and 9081
- CT Protected/Open Space adjacent to and west of structure 9081 to east of structure 9086
- Upland and/or wetland forest adjacent to structures 9077 to 9080, and 9082 to 9086
- Flood Control Levee Trail between structures 9080 and 9081
- Mansfield Hollow Park Trail (Red Trail) between structures 9082 and 9085
- Nipmuck Trail, East Branch (CFPA Blue Dot Trail) between structures 9086 and 9087

Wetlands, Watercourses and Waterbodies

- Wetland Nos.: W20-63, W20-64, W20-65, W20-66
- Wetland Cover Types: Palustrine Scrub-Shrub Wetland (PSS), Palustrine Forested Wetland (PFO), Open Water (OW)
- Waterbody: Mansfield Hollow Lake
- Stream No.: S20-19

Potential Access

- Structures 9076 to 9086 can be accessed from Bassetts Bridge Road

Right-of-Way Vegetation

- Open field-shrub, upland and wetland forest, agricultural, house/yard

Terrain

- Broad, rolling hills

Existing Right-of-Way Width

- 150 (USACE property) to 300 feet

Proposed Expansion of Right-of-Way Width

- 0 to 55 feet: 55 feet within USACE owned property Mansfield Hollow State Park and WMA only

Existing Managed Right-of-Way Width

- 100 to 300 feet

Proposed Additional Managed Right-of-Way Width

- 55 to 90 feet: 55 feet is USACE-owned property Mansfield Hollow State Park and WMA only

Road Crossings/Major Utility Crossings

- Bassetts Bridge Road between structures 9076 and 9077, and 9081 and 9082

AREA DESCRIPTION

Existing Land Use

- Residential
- Agricultural
- Commercial/Industrial
- CT Protected/Open Space (Joshua's Tract Conservation and Historic Land Trust (The Pond Lot and Wildlife Area) privately managed, Town Open Space (Storrs & Bassetts Bridge Roads) managed by the Town of Mansfield, Mansfield Hollow State Park and Mansfield Hollow Lake managed by the CT DEEP and the U.S. Army Corps of Engineers (USACE), and Mansfield Hollow Wildlife Management Area (WMA) managed by the CT DEEP)
- Mansfield Hollow Levee (recreational trail); Red Trail (hiking trail in State Park); CFPA's Nipmuck Trail (West and East Branches)

Zoning

- Current:
 - Rural Agriculture Residence 90 Zone (RAR-90)
 - Flood Hazard Zone (FH)

Natural Systems

- Open water (ponds)
- State/Federal jurisdictional wetlands
- Natural Diversity Data Base Areas
- Mansfield Hollow Lake
- Mixed hardwood forest varying in size and age
- 100-year flood zone - Mansfield Hollow Lake

Visual Character

- Residential, agricultural, commercial/industrial, and forest



<ul style="list-style-type: none"> Right-of-Way (Existing) Proposed 345-kV Line (Centerline) Existing Transmission Line (Centerline) Existing Structure (R001) Existing Structure (Guy Relocation) Proposed Structure (1) Proposed Structure (Guyed) 	<ul style="list-style-type: none"> Connecticut Natural Diversity Data Base Area Municipal/Private Park or Open Space Property Line Town/State Boundary Potential Access Road Northeast Utilities Property Historic District 	<ul style="list-style-type: none"> State Forest or Park Wildlife Area or Sanctuary 100-Year Flood Zone Wetland Boundary (W20-1) Watercourse (S20-60) R30 Zoning Designation 	<ul style="list-style-type: none"> Land Use/Vegetative Cover Type Emergent Wetland (PEM) Forested Wetland (PFO) Scrub - Shrub Wetland (PSS) Open Field-Shrub Land (OFS) Commercial/Industrial (CI) 	<ul style="list-style-type: none"> Agricultural (AG) Other (OT) Open Water (OW) House/Yard (HY) Upland Forest (UF) State Wetland (SW)
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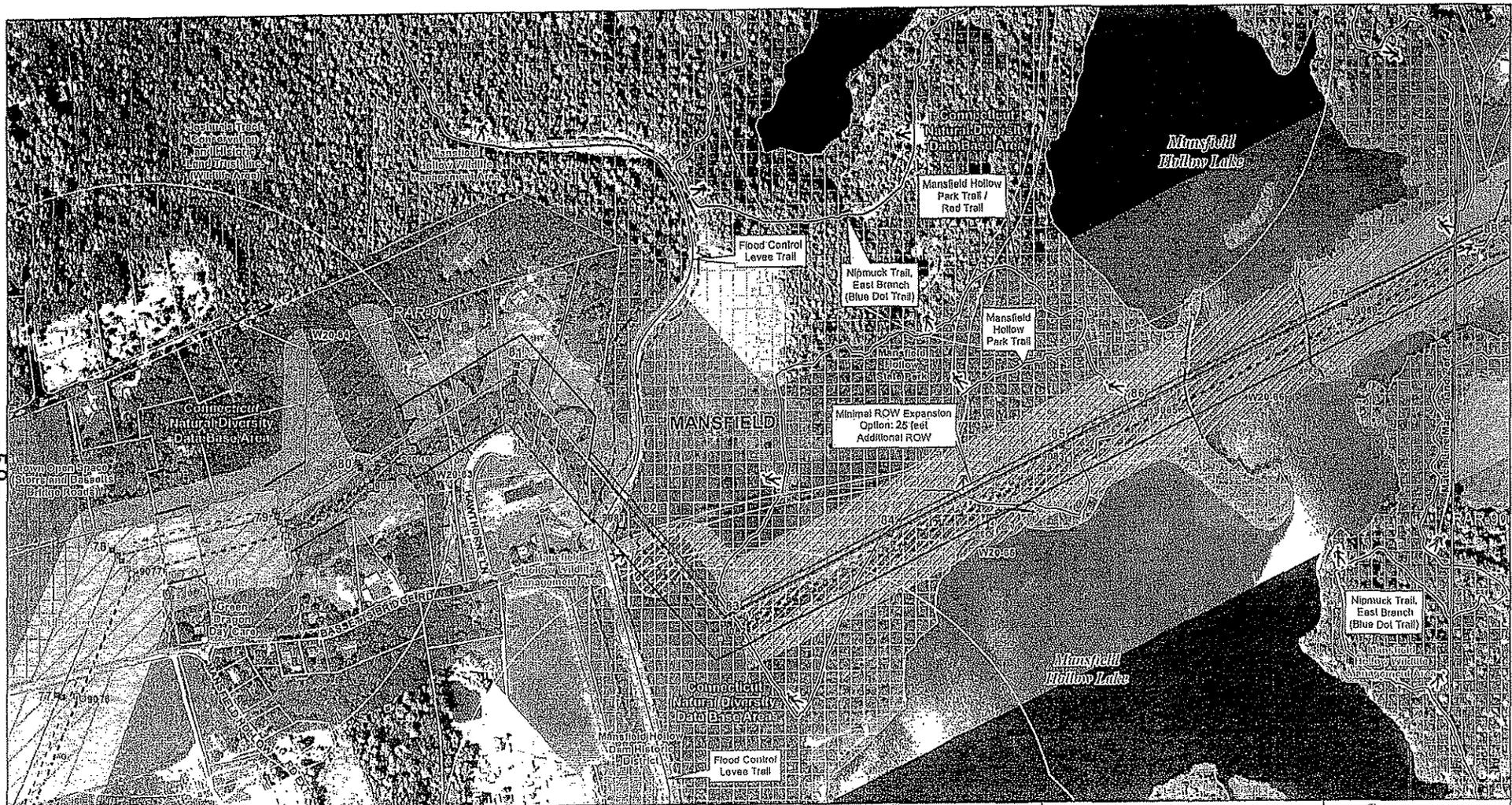
Data Source: CT NADP 2010 Aerial Imagery; Original Geomatics 2007 Aerial Imagery; CT DEP 2010; R30/2010; AECOM 2007-2011; FEMA Flood 2005.

Interstate Reliability Project
Proposed Route
Mapsheet 10 of 40

AECOM

Date: July 2011

ATTACHMENT I



<ul style="list-style-type: none"> Right-of-Way (Existing) Proposed 345kV Line (Centerline) Existing Transmission Line (Centerline) Existing Structure (#001) Existing Structure (Guy Relocation) Proposed Structure (1) 	<ul style="list-style-type: none"> Connecticut Natural Diversity Data Base Area Municipal/Private Park or Open Space Property Line Town/State Boundary Potential Access Road Northeast Utilities Property Historic District 	<ul style="list-style-type: none"> Slate Forest or Park Wildlife Area or Sanctuary 100-Year Flood Zone Welland Boundary (W20-1) Watercourse (#20-68) R30 Zoning Designation 	Land Use/Vegetative Cover Type <ul style="list-style-type: none"> Emergent Wetland (PEN) Forested Wetland (PFO) Scrub - Shrub Wetland (PSS) Open Field-Shrub Land (OFS) Commercial/Industrial (CI) 	<ul style="list-style-type: none"> Agricultural (AG) Other (OT) Open Water (OW) House/Yard (HY) Upland Forest (UF) State Wetland (SW)
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Data Source: CT NHP 2010 Aerial Imagery; Optimal Geomatics 2007 Aerial Imagery; CT DEP 2010; 06/11/2010; AECOM 2007-2011; FEMA Flood 2005.

14,000.
600
600 Feet

Interstate Reliability Project

Mansfield Hollow Minimal ROW Expansion Option

Mapsheet 09 of 40

Connecticut Light & Power
AN Eversource Company

AECOM

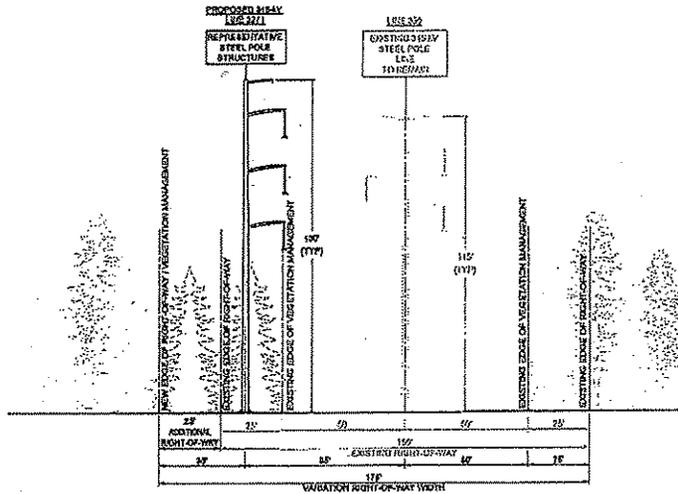
Date: July 2011

ATTACHMENT 5

MAPSHEET 09 of 40:

**Interstate Reliability Project
Minimal ROW Expansion Configuration Option: Mansfield Hollow Area Segment 1
Existing Structure Locations 9077 to 9086
Bassetts Bridge Road to Nipmuck Trail (East Branch)
Town of Mansfield, CT**

Note: Cross-section shown (XS-3-MH-MRE) applies to USACE property only. See cross-section (XS-2) in Exhibit 2 on Mapsheet 08 for transmission line and ROW configuration on non-USACE lands.



RIGHT-OF-WAY DESCRIPTION

Land Use

- Agricultural adjacent to and between structures 9076 to 9078
- Residential near structures 9080, and 9081
- Mansfield Hollow State Park (USACE-owned property) adjacent to and northwest of structure 9081 to east side of Mansfield Hollow Lake
- Mansfield Hollow WMA (USACE-owned property) east side of lake to east of structure 9086
- Upland and/or wetland forest adjacent to structures 9077 to 9080, and 9082 to 9086
- Flood Control Levee Trail between structures 9080 and 9081
- Mansfield Hollow State Park Trail (Red Trail) between structures 9082 and 9085
- Nipmuck Trail, East Branch (CFPA Blue Dot Trail) between structures 9086 and 9087

Wetlands, Watercourses and Waterbodies

- Wetland Nos.: W20-63, W20-64, W20-65, W20-66
- Wetland Cover Types: Palustrine Scrub-Shrub Wetland (PSS), Palustrine Forested Wetland (PFO), Open Water (OW)
- Waterbody: Mansfield Hollow Lake
- Stream No.: S20-19

Potential Access

- Structures 9077 to 9085 can be accessed from Bassetts Bridge Road; Structure 9086 can be accessed from Bassetts Bridge Road on east side of lake.

Right-of-Way Vegetation

- Open field, shrub land, upland forest, forested and scrub-shrub wetland (W20-66 adjacent to Mansfield Hollow Lake)

Terrain

- Broad, rolling hills

Existing Right-of-Way Width

- 150 (USACE property) to 300 feet

Additional Right-of-Way Width Required

- 0 to 25 feet: 25 feet within USACE-owned property Mansfield Hollow State Park and WMA only

Existing Managed Right-of-Way Width

- 100 to 300 feet

Additional Managed Right-of-Way Width Required

- 50 to 90 feet (50-foot-width within USACE-owned property Mansfield Hollow State Park and WMA only)

Road Crossings/Minor Utility Crossings

- Bassetts Bridge Road between structures 9076 and 9077, and 9081 and 9082

AREA DESCRIPTION

Existing Land Use

- Residential
- Agricultural
- Commercial/Industrial
- CT Protected/Open Space (Joshua's Tract Conservation and Historic Land Trust (The Pond Lot and Wildlife Area) privately managed, Town Open Space (Storrs & Bassetts Bridge Roads) managed by the Town of Mansfield, Mansfield Hollow State Park and Mansfield Hollow Lake managed by the CT DEEP and the U.S. Army Corps of Engineers (USACE), and Mansfield Hollow Wildlife Management Area (WMA) managed by the CT DEEP)
- Mansfield Hollow Levee (recreational trail); Red Trail (hiking trail in State Park); CFPA's Nipmuck Trail (East Branch)

Zoning

- Current:
 - Rural Agriculture Residence 90 Zone (RAR-90)
 - Flood Hazard Zone (FH)

Natural Systems

- Open water (ponds)
- State/Federal jurisdictional wetlands
- Natural Diversity Data Base Area
- Mansfield Hollow Lake
- Mixed hardwood forest varying in size and age
- 100-year flood zone – Mansfield Hollow Lake

Visual Character

- Residential, agricultural, commercial/industrial, and forest



- 91 -



<ul style="list-style-type: none"> Right-of-Way (Existing) Proposed 315-kV Line (Centerline) Existing Transmission Line (Centerline) Existing Structure (800kV) Existing Structure (Guy Relocation) Proposed Structure (1) 	<ul style="list-style-type: none"> Connecticut Natural Diversity Data Base Area Monticue/Private Park or Open Space Property Line Town/State Boundary Potential Access Road Northwest Utilities Property Historic District 	<ul style="list-style-type: none"> State Forest or Park Wildlife Area or Sanctuary 100-Year Flood Zone Welland Boundary (W20-1) Watercourse (S26-66) R30 Zoning Designation 	Land Use/Vegetative Cover Type <ul style="list-style-type: none"> Emergent Wetland (PEM) Forested Wetland (PFO) Scrub - Shrub Wetland (PSS) Open Field-Shrub Land (OFS) Commercial/Industrial (CI) 	<ul style="list-style-type: none"> Agricultural (AG) Other (OT) Open Water (OW) House/Yard (HY) Upland Forest (UF) State Wetland (SW)
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Data Source: CT NMAP 2010 Aerial Imagery; Optimal Geomatics 2007 Aerial Imagery; CT DEP 2010; 0 100 200 Feet

Interstate Reliability Project
 Mansfield Hollow No ROW Expansion Option
 Mapsheet 09 of 40

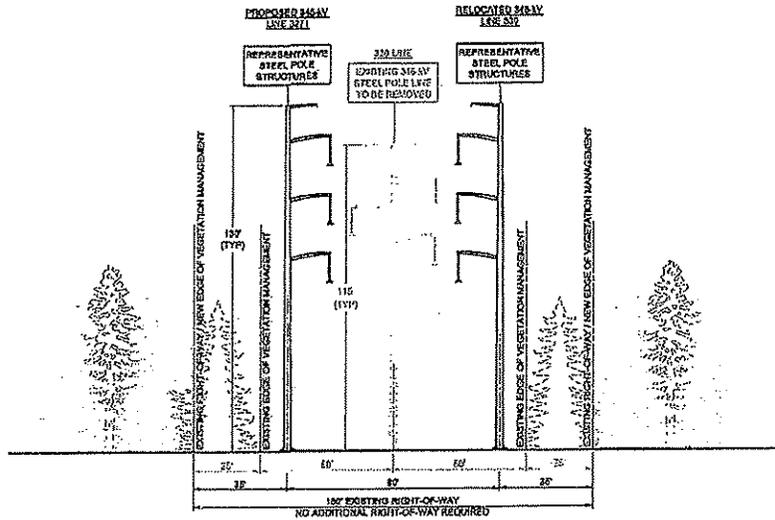

AECOM
 Date: July 2011

ATTACHMENT 14

MAPSHEET 09 of 40:

Interstate Reliability Project No ROW Expansion Configuration Option: Mansfield Hollow Area Segment 1 Existing Structure Locations 9077 to 9086 Bassetts Bridge Road to Nipmuck Trail (East Branch) Town of Mansfield, CT

Note: Cross-section shown (XS-3-MH-NRE) applies to USACE property only. See cross-section (XS-2) in Exhibit 2 on Mapsheet 08 for transmission line and ROW configuration on non-USACE lands.



RIGHT-OF-WAY DESCRIPTION

Land Use

- Agricultural adjacent to and between structures 9076 to 9078
- Residential near structures 9080, and 9081
- Mansfield Hollow State Park (USACE-owned property) adjacent to and northwest of structure 9081 to east side of Mansfield Hollow Lake
- Mansfield Hollow WMA (USACE-owned property) east side of lake to east of structure 9086
- Upland and/or wetland forest adjacent to structures 9077 to 9080, and 9082 to 9086
- Flood Control Levee Trail between structures 9080 and 9081
- Mansfield Hollow Park Trail (Red Trail) between structures 9082 and 9085
- Nipmuck Trail, East Branch (CFPA Blue Dot Trail) between structures 9086 and 9087

Wetlands, Watercourses and Waterbodies

- Wetland Nos.: W20-63, W20-64, W20-65, W20-66
- Wetland Cover Types: Palustrine Scrub-Shrub Wetland (PSS), Palustrine Forested Wetland (PFO), Open Water (OW)
- Waterbody: Mansfield Hollow Lake
- Stream No.: S20-19

Potential Access

- Structures 9077 to 9085 can be accessed from Bassetts Bridge Road; structure 9086 can be accessed from Bassetts Bridge Road on east side of lake.

Right-of-Way Vegetation

- Agricultural, house/yard, open field, shrub-land, upland forest, forested and scrub-shrub wetland (W20-66 adjacent to Mansfield Hollow Lake)

Terrain

- Broad, rolling hills

Existing Right-of-Way Width

- 150 (USACE property) to 300 feet

Additional Right-of-Way Width Required

- 0 feet

Existing Managed Right-of-Way Width

- 100 feet (USACE property) to 300 feet

Additional Managed Right-of-Way Width Required

- 50 to 90 feet (50 feet within existing easement on USACE property)

Road Crossings/Major Utility Crossings

- Bassetts Bridge Road between structures 9076 and 9077, and 9081 and 9082

AREA DESCRIPTION

Existing Land Use

- Residential
- Agricultural
- Commercial/Industrial
- CT Protected/Open Space (Joshua's Tract Conservation and Historic Land Trust (The Pond Lot and Wildlife Area) privately managed, Town Open Space (Storrs & Bassetts Bridge Roads) managed by the Town of Mansfield, Mansfield Hollow State Park and Mansfield Hollow Lake managed by the CT DEEP and the U.S. Army Corps of Engineers (USACE), and Mansfield Hollow Wildlife Management Area (WMA) managed by the CT DEEP)
- Mansfield Hollow Levee (recreational trail); Red Trail (hiking trail in State Park); CFPA's Nipmuck Trail (East Branch)

Zoning

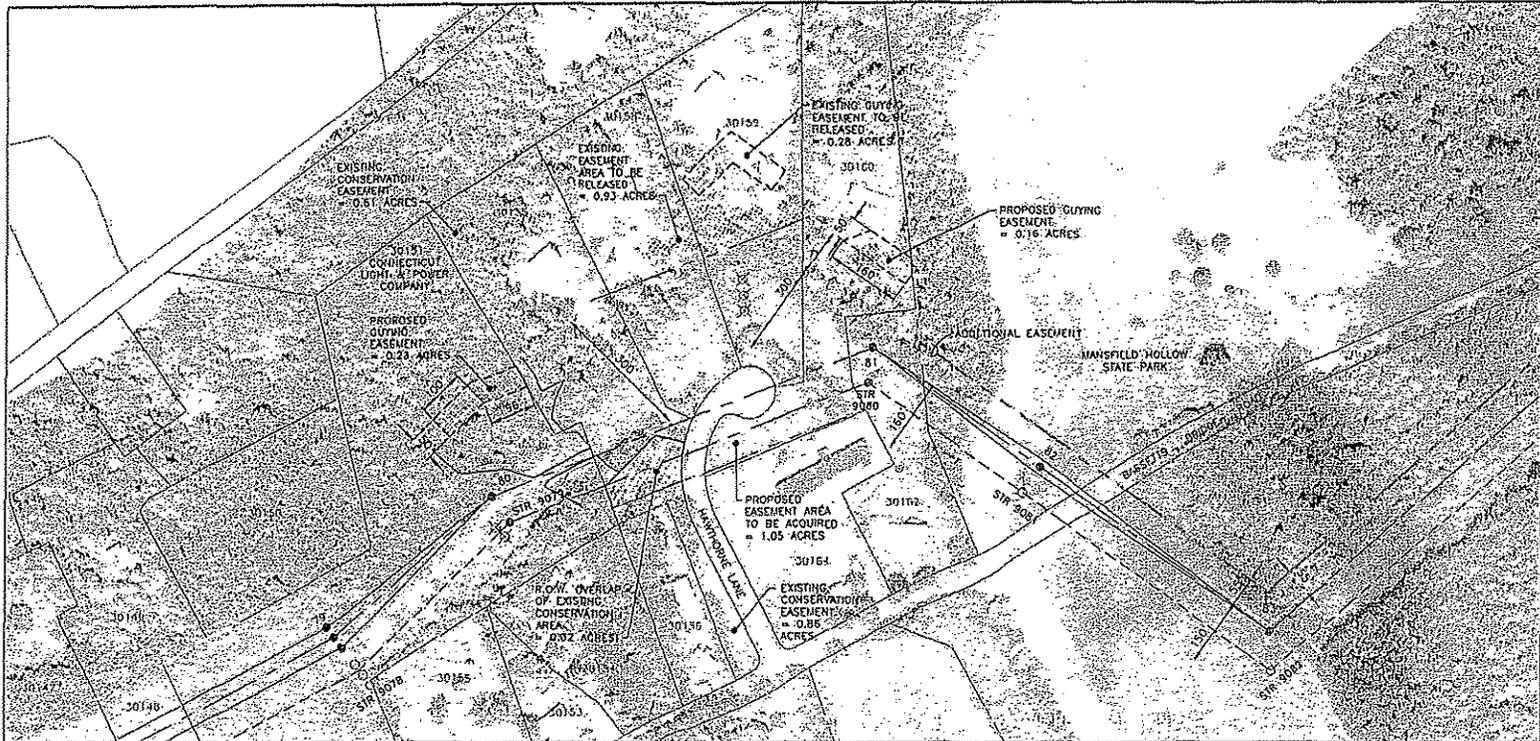
- Current:
 - Rural Agriculture Residence 90 Zone (RAR-90)
 - Flood Hazard Zone (FH)

Natural Systems

- Open water (ponds)
- State/Federal jurisdictional wetlands
- Natural Diversity Data Base Area
- Mansfield Hollow Lake
- Mixed hardwood forest varying in size and age
- 100-year flood zone - Mansfield Hollow Lake

Visual Character

- Residential, agricultural, commercial/industrial, and forest

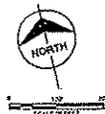


LEGEND

- ⊗ EXISTING STRUCTURE TO BE REMOVED
- EXISTING STRUCTURE TO REMAIN
- ⊕ PROPOSED STRUCTURE

- WETLANDS
- VERNAL POOL HABITAT

- PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- - - PROPOSED RIGHT-OF-WAY LINE
- - - EXISTING 345kV CENTERLINE
- - - PROPOSED 345kV CENTERLINE
- - - PROPOSED 345kV CONDUCTOR
- - - VEGETATION CLEARING LIMITS
- 30150 TYPICAL PARCEL NUMBER



48197

date **AUG. 4, 2011**
 designed **S. CASTEEL**
 detailed **D. LAURSEN**
 checked

Northeast Utilities Service Co. CONNECTICUT LIGHT & POWER		TITLE INTERSTATE RELIABILITY PROJECT 345-kV LINE SHIFT (HAWTHORNE LANE)			
		BF DATE 08/04/11 N-SCALE Y-SCALE RE PROJ NUMBER	CHAD DATE SVE YES READING NO.	APP DATE TEGD ROW 1 DATES READING NO.	APP DATE TEGD ROW 1 DATES READING NO.

R:\VMS\COV16197 - Interstate\Coord\Proposed Route Area\N\HAWTHORNE_LAN\HAWTHORNE_LAN-345KV\RAW\10.dwg (Sht-5 J4*22) 08-09-2011 10:03 DDL B&M

ATTACHMENT L

Herbicide Use on Transmission Rights-of-Way



Connecticut
Light & Power



Western Massachusetts
Electric

Northeast Utilities Companies

The vegetation management program for the Northeast Utilities (NU) companies is focused on controlling vegetation within transmission rights-of-way to support the safe and reliable operation of the electric transmission system. Maintenance work under the program includes the use of federally approved, state-registered herbicides by state-licensed applicators in a carefully prescribed and targeted way specifically to control undesirable vegetation.

NU is a member of the U.S. Environmental Protection Agency's (EPA) "Pesticide Environmental Stewardship Program," which is committed to the proper management of right-of-way vegetation programs and to reducing risks with pesticide applications.

NU's vegetation management strategies have been recognized by state agencies and the EPA, which in 2003 named NU as the first electric utility to receive its Champion Award under the "Pesticide Environmental Stewardship Program."

NORTHEAST UTILITIES ADHERES TO ALL LOCAL, STATE AND FEDERAL REGULATIONS PERTAINING TO THE USE OF HERBICIDES.

MAINTENANCE

The safe and reliable operation of our electric transmission system requires NU to control and remove certain plant species from power line rights-of-way. To do this, NU uses herbicides as part of its ongoing maintenance programs.

Vegetation maintenance on rights-of-way is typically conducted once every four years, when targeted vegetation usually attains heights that require control.

NU adheres to all local, state and federal regulations pertaining to the use of herbicides. This includes the preparation and submission of a detailed application plan, which is reviewed and approved by the respective state authority and then followed by NU and its applicators. These regulations require maintaining specific distances from public and private wells, water supply areas, wetlands and standing water.

NU employs state certified and licensed contractors for herbicide application. These contractors must undergo regular recertification training covering many aspects of vegetation control, including laws and regulations, new materials, application methods and wildlife concerns.

A low-volume, low-pressure application method is employed when herbicides are used, and application is made to the individual stems of the targeted plants. NU vegetation management experts select the herbicides to be used on power line rights-of-way. Both the products and the application methods are environmentally sound and provide the optimum level of control of targeted plant species, while protecting and preserving the natural habitats on the rights-of-way.

continued >

Transmission Right-of-Way Activities in Agricultural Lands



Northeast
Utilities

Connecticut Light & Power
Public Service of New Hampshire
Western Massachusetts Electric

Northeast Utilities (NU), through its operating companies, Connecticut Light & Power, Western Massachusetts Electric and Public Service of New Hampshire, manages nearly 1,900 miles of transmission line rights-of-way in Connecticut, Massachusetts and New Hampshire. Where transmission lines span agricultural lands, NU works closely with property owners to protect their farmland while maintaining the right-of-way for utility transmission and distribution uses. On NU-owned property, we also consider licensing portions of our property to farmers for agricultural or other purposes.

As NU improves its transmission system to better serve customers, we may need to temporarily work in croplands and pasturelands located within rights-of-way. In some instances, this may affect ongoing agricultural activities in and around the rights-of-way. While easement agreements typically grant NU rights to clear vegetation that may interfere with construction, operation or maintenance of the transmission system, we are committed to being good neighbors and partners. As such, when we undertake transmission system improvements, NU will work closely with landowners, licensees and stakeholders to minimize agricultural impacts.

NORTHEAST UTILITIES MAKES REASONABLE
EFFORTS TO COORDINATE THE SCHEDULE OF
CONSTRUCTION-RELATED ACTIVITIES AROUND
THE GROWING AND HARVEST SEASONS.

SOME OF OUR ROUTINE PRACTICES INCLUDE:

SCHEDULING CONSIDERATIONS

Whenever possible, NU makes reasonable efforts to coordinate the schedule of construction-related activities around the growing and harvest seasons to minimize the impacts on agricultural operations. When this is not possible, NU pursues reasonable measures to mitigate any impacts.

RESTORATION OF DISTURBED OR COMPACTED SOILS

NU recognizes that disturbed soils, or soils compacted by heavy construction equipment, may affect the soil's ability to support certain agricultural activities. NU takes reasonable steps to avoid or minimize soil compaction, and will restore soils that are compacted by construction equipment. NU also works with affected landowners to determine the appropriate method for restoring the soils, and is open to discussing and implementing the landowners' alternative restoration suggestions.

After a transmission system improvement is complete, NU removes all construction-related equipment and debris from the right-of-way.

SOIL PRESERVATION AND EROSION CONTROLS

NU will implement all required and other reasonable efforts for soil preservation and erosion controls in compliance with all applicable permits and good utility practices. These practices are designed to minimize or eliminate potential adverse environmental effects that may result from construction activities. Examples of these mitigation measures include the use of hay bales and silt fences.

continued >

Transmission Rights-of-Way Restoration



**Northeast
Utilities**

Connecticut Light & Power
Public Service of New Hampshire
Western Massachusetts Electric

Northeast Utilities (NU), through its electric operating companies, Connecticut Light & Power, Western Massachusetts Electric, and Public Service of New Hampshire, manages nearly 1,900 miles of transmission line rights-of-way (ROW) in Connecticut, Massachusetts and New Hampshire. During line maintenance and construction activities within these ROWs, NU will make reasonable efforts to avoid or minimize disturbances to a landowner's property including damage to trees, shrubs, lawns, and gardens, as well as non-vegetation items such as walls and fences. However, despite such efforts during these activities, some damage to private property may be unavoidable. If this occurs, NU will restore property to its pre-construction condition in a manner that is compatible with NU's operations and maintenance activities. This will take place as soon as is reasonably possible following construction completion.

RESTORING VEGETATION AREAS

When construction or maintenance is complete, disturbed ROW areas will be restored. Erosion controls will also be removed, although some may need to remain until the area is stabilized or until removal is directed by a regulating authority. In previously unlandscaped areas, native shrubs and ground cover will be allowed to grow. In areas that were previously covered with grass, NU will restore the area to its pre-construction condition with topsoil and seed. In some areas where visual impacts are greatest, NU will replant trees and shrubs with vegetation that is compatible with the future operation and maintenance of its transmission lines according to NU's guideline entitled, "Vegetation for Transmission Rights-of-Way" and as required by state law and/or regulatory directive.

RESTORING ACCESS ROADS AND WORK AREAS

Construction and maintenance vehicles must be able to safely access each structure location. In the early stages of a new line's construction, gravel roads approximately 15 to 20 feet wide may be built to support the movement of large equipment and materials. Level gravel work areas ("crane pads") are also needed to stabilize equipment.

When construction is complete, access roads may remain for future maintenance of the transmission facilities within the ROW. Most crane pad areas will be removed and the area will be rehabilitated with topsoil and reseeded. Temporary erosion controls, such as hay bales and silt fences, may need to remain in some areas to prevent soil erosion until the grass or other vegetation regenerates.

ADDRESSING DAMAGE TO PROPERTY OR OTHER LOSSES

NU will attempt to minimize property damage or other losses that may occur as a result of construction and maintenance activities. If a landowner believes that transmission system work has caused property damage or other losses, the owner should contact his or her NU project representative, account executive or customer service representative by calling 800.286.2000 (860.947.2000 in the Hartford/Meriden, CT, area). NU will investigate the claim, and the landowner will be advised as soon as practicable concerning the response to the claim.

FOR MORE INFORMATION

www.NUrightsofway.com

Anthony (Tony) Johnson
johnsaw@nu.com
860.665.3858

Transmission Vegetation Management
Northeast Utilities, P.O. Box 270, Hartford, CT 06141-0270

Vegetation for Transmission Rights-of-Way



Northeast
Utilities

Connecticut Light & Power
Public Service of New Hampshire
Western Massachusetts Electric

Northeast Utilities (NU) manages nearly 1,900 miles of transmission rights-of-way in Connecticut, Massachusetts and New Hampshire. Building and maintaining a safe, reliable transmission system that has a minimal impact on the environment is one of our key goals. That's why we use best management practices when clearing and maintaining vegetation in these rights-of-way.

AS A PROPERTY OWNER, YOU TAKE GREAT PRIDE AND ENJOYMENT IN YOUR HOME. HOWEVER, SOME PLANT SPECIES MAY NOT BE COMPATIBLE WITH THE CONSTRUCTION, OPERATION AND MAINTENANCE OF NU'S TRANSMISSION SYSTEM.

Federal, regional and electric industry standards require minimum safety clearances to ensure that vegetation doesn't come into contact with high-voltage overhead transmission lines. If the vegetation located in the transmission rights-of-way is not compatible with the safe operation of the system, it can result in widespread electric power outages or unsafe conditions for electric system workers and the public.

This handout is designed to assist in the selection of the correct shrub and tree types that are acceptable to plant within or along a transmission right-of-way. Please remember that this information is only a guide; any vegetation located within, or along the immediate edge of, the right-of-way is planted at your own risk. During emergencies it may be necessary to remove plantings that meet these guidelines so that NU can access the transmission system and make repairs.

There are numerous shrub and tree species that are acceptable for planting within the "Wire and Peripheral Zones" (see diagram on reverse page) of a transmission right-of-way. In general, low-growing shrubs, grasses, forbs (wildflowers), ferns and certain low-growing tree species are allowed within the established right-of-way, with minor restrictions. To allow for inspection and maintenance of the transmission facilities, new plantings should not be placed where they will obstruct existing access roads or be within 10 feet of a structure or supporting wires.

The potential mature height of the tree species will dictate whether or not a tree may be planted within the right-of-way. Generally, trees with mature heights in excess of 30 feet may not be planted anywhere within the right-of-way. Lower-growing tree species, with mature heights less than 30 feet, may only be planted within the peripheral zones, which are the areas beyond the outermost conductors where the heights of vegetation are less of an issue. Only plant species with mature heights of 15 feet or less are acceptable within the wire zone; low-growing shrubs, forbs, ferns and grasses may be planted in any zone. Note that each property is unique, and plantings may need to be evaluated on a case-by-case basis.

When purchasing trees to plant on a transmission line right-of-way over your property, please review the description that comes with the plant or check with a knowledgeable person at the store for plant growth characteristics. Also, vegetation management specialists from NU are available to answer questions regarding planting within the right-of-way.

continued >

SHRUBS, WILDFLOWERS, FERNS AND GRASSES

MAY BE PLANTED ANYWHERE WITHIN THE TRANSMISSION CORRIDOR.

TOWN OF MANSFIELD
PLANNING AND ZONING COMMISSION



JoAnn Goodwin, Chair

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3330
Fax: (860) 429-6863

January 4, 2012

To: Mansfield Town Council

From: JoAnn Goodwin, Chair

Subject: Connecticut Light & Power Interstate Reliability Project

In November 2008, the Commission recommended to the Town Council that it oppose the Interstate Reliability Project as proposed.

After reviewing the changes to the proposed project that were submitted as part of the recent Municipal Consultation Filing (MCF) and summarized in a memo prepared by the Director of Planning and Development dated December 14, 2011, the Commission finds that the changes made to CL&P's preferred alternative do not effectively address the concerns that the Commission identified in 2008 and in fact these changes are essentially insignificant in the context of our prior recommendation.

Therefore, the Commission remains opposed to the proposed route through eastern Connecticut. Specifically, the Commission finds:

- There is inadequate consideration given to reasonable alternatives to the proposed project, particularly alternate routes such as a highway centric route, that have a less invasive impact on this and other communities;
- There is inadequate consideration given to mitigating the impact of the preferred alternative, such as minimizing the clear cutting of trees and buffering the visual impact of the project;
- There is a high likelihood of detrimental land use impacts to properties in Mansfield and other eastern Connecticut towns through which the project is planned. In particular, the proposed project would detrimentally impact property values for abutting private schools, childcare centers and residences as a result of the visual impact and general market reluctance to locate next to power lines;
- The proposed project would reduce the functional value of existing and potential farmland and the recreational value of Mansfield Hollow State Park; and
- The proposed project will have a detrimental impact to the rural character of the area without any compensating economic benefit.

Notwithstanding the foregoing however, the Commission also specifically finds that if this project is ultimately approved by the Connecticut Siting Council, that the so-called "Hawthorne Lane alternative" be recommended to move the existing and proposed transmission lines away from the houses as more specifically described in the Commission's motion of January 3, 2012, with accompanying illustrative map.

If you have any questions regarding this recommendation, please feel free to contact either myself or Linda Painter, Director of Planning and Development.



PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD

AUDREY R. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CONNECTICUT 06268
(860) 439-3330

To: Mansfield Town Council
From: Rudy Favretti, Chairman, Mansfield Planning and Zoning Commission
Date: Thursday, November 20, 2008
Re: CL&P Interstate Reliability Project

After discussing the proposed CL&P Interstate Reliability Project and potential land use impacts for Mansfield and other Eastern Connecticut municipalities, Mansfield Planning and Zoning Commission instructed me to report the Commission's opposition to the proposed project. Our opposition is based on an inadequate consideration of alternatives to this proposed project and expected detrimental land use impacts for properties in Mansfield and other eastern Connecticut Towns. In Mansfield, it is expected that the project will detrimentally impact property values for abutting schools and childcare centers and for neighboring residences. Furthermore, the project is expected to reduce the functional value of existing and potential farmland and the recreational value of Mansfield Hollow State Park. In general, the proposed route through eastern Connecticut will detrimentally affect the rural character of the area without any compensating economic benefit.

It is respectfully requested that the Town Council communicate to CL&P and the Connecticut Siting Council Mansfield's opposition to this proposed project including the reasons cited above by the Planning and Zoning Commission.



**Connecticut
Light & Power**

A Northeast Utilities Company

107 Selden Street, Berlin CT
06037

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

December 15, 2011

Elizabeth C. Paterson, Mayor
Town of Mansfield
4 South Eagleville Road
Storrs-Mansfield, CT 06268

Re: Application of The Connecticut Light and Power Company ("CL&P" or the "Company") to the Connecticut Siting Council ("Council") Concerning the Interstate Reliability Project ("Project")

Dear Mayor Patterson:

Project Manager Anthony Mele and I would like to thank you for your participation in the municipal consultation process for the proposed Interstate Reliability Project ("Project").

This process began in 2008 when CL&P provided a Municipal Consultation Filing (MCF) and four regional open houses were held in Brooklyn, Mansfield, Killingly and Willimantic. The purpose of these open houses was to help local residents and businesses learn more about the Project and to solicit their feedback. At each open house, we provided a "comment form" for attendees to provide us with their written comments on the Project. These comment forms were also available at your local library and on the Project web site. At the conclusion of the 2008 open houses, we provided copies of any comments received to you or your predecessor.

In July 2011, as part of the municipal consultation process, we filed a supplemental MCF and held two additional regional public open houses on the Project -- on August 23 in Killingly (Danielson), and on December 8 in Mansfield. We gathered additional resident comments as a result of this supplemental MCF and the recent open houses.

As part of the siting process, you have an opportunity to send written comments on CL&P's Municipal Consultation Filing, including the Supplemental MCF, on behalf of your town. To assist you in that effort, we have enclosed copies of the written comments we received from residents of your town as a result of the consultation process. If we receive additional comments in the coming weeks, I will forward those to you as well.

We look forward to receiving any written comments or recommendations you may have on behalf of your town before or soon after CL&P files its application with the Connecticut Siting Council on December 23, 2011. CL&P will share your comments with the Council once it has submitted its application. Whether or not your town chooses to directly participate in the subsequent Council process on CL&P's application, your comments and recommendations will be "on the record" and included as part of the siting process documentation.

Very truly yours,

Robert E. Carberry - Project Manager
NEEWS Projects Siting and Permitting

c: Matt Hart, Town Manager



**Connecticut
Light & Power**

The Northeast Utilities System



Interstate
Reliability Project

October 25, 2011

Mr. Peter Curry
101 All Hallows Road
Danielson, CT 06239-2017

Subject: Proposed Interstate Reliability Project;
Response to your September 27, 2011 letter regarding design configurations through Mansfield Hollow

Dear Peter,

Thanks for taking the time to speak with me regarding Betty Robinson's letter of September 27. During our discussion, I pointed out to you that there may be a misunderstanding regarding the construction duration to build the so called No Expansion Option (Design Option 1 in the presentation package we provided on August 11). Based on our calculations, the No Expansion option requires 2-3 months more construction time than the other Mansfield Hollow options being considered by NU. This is due to the fact that the existing line would have to be taken down and moved approximately 25 feet to the south within the existing ROW so that the new 345-kV line could be constructed next to this relocated line. We would essentially be building two new lines in the ROW and that would take longer than the other options.

This type of detailed information is provided in Section 10 of the Supplemental MCF that was issued on July 19. The information contained in Section 10 is indicative of the level of analysis that the Company is undertaking in order to evaluate the options for Mansfield Hollow. The discussion of the longer construction duration can be found in Section 10.4.2.

Connecticut Light & Power (CL&P) is very interested in your feedback on our evaluation and plans to include your feedback to the Connecticut Siting Council (CSC) and other state and federal agencies as part of the Project's siting and permitting process. As such, we want to be sure that you are clear about the construction time frames and other relevant information regarding each of the design options through Mansfield Hollow when you are developing your position on our proposed configurations for Mansfield Hollow.

To that end, I'd like to recommend the following:

1. The Company will provide the latest version of Section 10 for your use in evaluating our options
2. Representatives of the Project team will escort any members of the FMH board that can attend the November 3rd Open House at the Mansfield Community Center through the exhibits
3. Representatives of the Project team will attend the December 1st FMH Board meeting, if requested, to answer any questions that may arise



**Connecticut
Light & Power**
The Northeast Utilities System



Interstate
Reliability Project

4. Recognizing that not all board members would be able to attend the Open House, members of the Project team will meet prior to the FMH Board meeting with a smaller group of the board or members to explain how we are evaluating our options. I was thinking that we could meet with you and Fred Loxsom.

I have enclosed 15 copies of Section 10 so that you can distribute to other board members if you so choose. If you have any questions on these materials, please feel free to contact me any time.

Thanks again for your time.

A reminder that a second public Open House will be held on **Thursday, November 3, 6-8 p.m. at the Mansfield Community Center, 10 South Eagleville Road in Mansfield.** I will be there, along with other Project representatives, to share information and to address any specific questions regarding the proposed Project. I hope to see you there.

Sincerely,

Tony Mele
Project Manager – Interstate Reliability Project

Enclosure –Section 10, updated excerpts from Interstate Supplemental Municipal Consultation Filing, dated July 2010.



**Friends of Mansfield Hollow
5 Sycamore Drive Apt C
Storrs, CT 06268-2021**

September 27, 2011

Mr. Anthony P. Mele
Transmission Project Manager
Northeast Utilities Service Company
P.O. Box 270
Hartford, CT 06141-0270

Re: Interstate Reliability Project/Mansfield Hollow State Park and associated public lands

Dear Mr. Mele:

On behalf of the Board of Directors of FMH, thank you for the presentation that you and several of your associates made to us on August 11th. Members of the board who were unable to attend were subsequently provided with copies of the PowerPoint material you furnished at the meeting. So, we believe we are adequately prepared to take a position on the proposed project.

Let me point out that members of FMH and our board, in particular, have varying opinions about the project reflecting their own personal perspectives. So it's important to say in advising you of the FMH board's consensus position that it applies only to what we regard as being in the best interest of Mansfield Hollow State Park and public lands associated with it (wildlife management areas, flood retention areas, etc.). From what is reported below, neither opposition nor endorsement of the project should be inferred regarding judgment about broader community economic, cultural and economic considerations raised by the proposed project.

Among the project options offered, FMH favors "Design Option #2" (monopole design/*no* right-way-expansion) for MHSP and associated public lands. From our understanding of it, this option appears best because: 1) The process of its construction would cause the least disruption of the environment; 2) The permanent facilities to be constructed would be *within the existing right-of-way*; 3) Its visual impact would be less than that of other options of which you informed us; and 4) The construction period is expected to be the shortest.

FMH trusts that construction will be undertaken with maximum regard for the environment, minimum disruption for park users and extra-cautious protection of public safety – matters that FMH intends to monitor closely.

Once again, thank you for your effective efforts to communicate with us. Please keep us informed of developments concerning the project, especially any changes in routing, design and construction plans that may come under consideration.

Very truly yours,

Elizabeth & Robinson / aka Betty!

Elizabeth Robinson,
President

c: FMH Board members

Friends of Mansfield Hollow
5 C Sycamore Drive
Storrs, CT 06268
August 30, 2008

Matthew Hart, Town Manager
Town of Mansfield
S. Eagleville Road, Storrs, CT

Dear Mr. Hart

We, the members of the Executive Board of Friends of Mansfield Hollow have reviewed the proposal for increased construction in our area by the CL&P. We considered the overwhelmingly negative effects such a proposal would have to the entire flood control acreage in our town. The acreage includes a large area set aside as a State Park, and an even larger area designated a Wildlife Management Area.

We therefore wish to convey to you our opposition to routing the project through Mansfield Hollow;

First, there is the impact that the actual construction would have upon both wildlife and recreational activities in our "big back yard"

Second, raising the towers to the projected height of 200 additional feet would require drastic widening of the right of way; this would take away much scenic beauty, adversely affect the environment, and result in a significantly negative impact on the recreational activities in the entire area. Many trails pass under these lines, and the vibration is often felt by hikers below!

Thank you for your consideration.

Betty Robinson, President, FMH

Bandzes, Patricia

From: wagnet@nu.com on behalf of neews@nu.com
Sent: Tuesday, December 13, 2011 7:48 AM
To: Bandzes, Patricia
Cc: Eckenroth, Lorraine
Subject: Fw: NEEWS Mailbox - Mansfield Stone Ridge Lane Area Concerns

----- Forwarded by Terri Wagner/NUS on 12/13/2011 07:46 AM -----

Mansfield Stone Ridge Lane Area Concerns

From: Dave Gosselin 12/12/2011 08:00 PM
To: NEEWSGroupMailbox

Our neighborhood concerns are that the large 130-foot steel mono poles that are proposed are not only eyesores but will de-value our properties.

The proposed solution to this would be to use the 80-foot H-Frame poles like the ones that are there currently there. If this were done from Pole #43 thru Pole #46 it would keep the poles out of site above the tree line where there are houses close to the power line. It may mean cutting a few more trees on the northerly side of the right-of-way but in the long run would blend into the woods better. If you have any other questions that you would like to run past us please give us a call.

Thanks you so much

David & Laureen Gosselin

15 Stone Ridge Lane

Mansfield, CT 06250

860-884-5033 Cell

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YOUR COMMENTS, PLEASE

Where did you review the Interstate Reliability Project Supplemental Municipal Consultation Filing (MCF)?

- Killingly/Danielson CT Public Open House (8/23/11)
- Mansfield CT Public Open House (9/14/11)
- Public Library
- On-line on the Project Website
- Other _____

Please use this form to provide your comments on the Supplemental MCF for the Interstate Reliability Project.

Your Comments:

Very Good
on A 1-10
8

One employee At A Route Locator Booth
Spent 25 minutes with one customer
Did not acknowledge anyone else.
Everyone was very good except
that one guy

FIRST NAME:	<i>Tom</i>	LAST NAME:	<i>Ricciardi</i>
STREET ADDRESS:			
TOWN:	<i>Mansfield</i>	STATE:	
		ZIP:	
EMAIL ADDRESS:			
		PHONE #:	

Instructions:

Place your completed card in the "Comment Station" (only if attending a Public Open House) or mail your comment card back to us. CL&P will share a copy of your comments with the Connecticut Siting Council and your town officials.

Thank you,



Connecticut Light & Power

A Northeast Utilities Company

12/9/11

I came by my knowledge at last year's CL&P informational meeting at the Mansfield Community Center. I was asking about it because of an incident that happened to me personally a few years ago. To accomplish this upgrade, the most effective way for the power company to fuse the wires in each pole is to implode them. This creates a series of deafening explosions that continue throughout all the days of the work.

While this was going on in Columbia 3 or 4 years ago, I was taking a hike in a conservation area next to abutting and overlapping the powerline. I was completely unaware of the situation. With no warning except an unintelligible yell from someone, they set off an implosion. It was 10 times louder than any other noise I have ever heard in my life, far far louder than the decibel level that is safe. I'd guess it's louder than 80 decibels even a mile away. It was loud enough that a few minutes later, I found myself involuntarily shaking and sweating, which continued for a little while.

Since then, I found that I have Tinnitus, ringing in my ears that is constant, 24 hrs. a day. My life has been compromised to the extent that I don't attend sporting games, concerts, or movies. The combined noise of the organ, choir, and congregation singing makes it impossible even to go to church. I never go anywhere without earplugs, and mowing the lawn even with earplugs and earmuffs together makes it worse. There is no cure.

The powerline goes within a quarter mile of my house in Mansfield. If implosions take place, I won't be able to be around. As a matter of fact, the subsequent Columbia work 10 miles away was easily heard FROM MY HOUSE. Aside from my personal situation, I'd consider the whole area around the Mansfield Hollow Dam, always full of picnickers and walkers, to be a tragedy waiting to happen. And near my house is the Nipmuck Trail, crossing the powerline between Mansfield City Road and Rt. 195. Not to mention all the neighborhoods and kids getting off schoolbuses.

I strongly recommend that CL&P not use this construction method in this area, or any area where there is residential development. Please, please, consider this seriously.

Thank you,
George Jacobi
32 Woodmont Drive
Mansfield CT



YOUR COMMENTS, PLEASE

Where did you review the Interstate Reliability Project Supplemental Municipal Consultation Filing (MCF)?

- Killingly/Danielson CT Public Open House (8/23/11)
- Mansfield CT Public Open House (9/14/11)
- Public Library
- On-line on the Project Website
- Other _____

Please use this form to provide your comments on the Supplemental MCF for the Interstate Reliability Project.

Your Comments:

See attached letters given to
Tony Mele at the Open House.

FIRST NAME	Victor & Richard	LAST NAME	Civie
STREET ADDRESS	160 Beech Mountain Rd		
TOWN	Mansfield	STATE	CT
		ZIP	06250
EMAIL ADDRESS		PHONE #	860-456-2022

Instructions:

Place your completed card in the "Comment Station" (only if attending a Public Open House) or mail your comment card back to us. CL&P will share a copy of your comments with the Connecticut Siting Council and your town officials.

Thank you,



Connecticut Light & Power

A Northeast Utilities Company

Law Offices of Howard A. Altschuler

ADMITTED:

CONNECTICUT, NEW YORK, NEW JERSEY,
AND PENNSYLVANIA

2ND CIR. CT OF APPEALS

3RD CIR. CT OF APPEALS

UNITED STATES SUPREME COURT

43 Main St.
East Haven, CT 06512
Voice: (203) 467-5577
Fax: (815) 846-1664

Presented

August 23 2011

July 15, 2009

Mr. Anthony P. Mele
Project Manager NUSCO-NUE2
P.O. Box 270
Hartford, CT 06141-0270
VIA PRIORITY MAIL (860-665-4722)

Dear Mr. Mele:

My clients Victor and Richard Civio, owners of residential property at 160 Beech Mountain Road, Mansfield, CT 06250, asked me to contact you.

Pursuant to Conn. Gen. Stat. §16-50p, I respectfully request that the proposed and present transmission lines located from Route 195 in Mansfield Connecticut, utility pole number 9073 to pole number 9065 (hereafter "Utility Location") be placed underground. *See also "Interstate Reliability Project Mount Hope OH and UG Variations", August 2008, ENSR/AECOM.*

Please confirm your agreement with this request, or let me know if you need any additional information.

There is presently no case law on the subject. Since any litigation on the matter would create precedent, I want to give you my views in advance. If your analysis is different, please let me know.

A. Pursuant to C.G.S. 16-50p(i), overhead portions of a facility with a capacity of three hundred forty-five kilovolts or greater may not be placed adjacent to residential areas.

- a. The Connecticut Siting Council's position is "The Council will develop its precautionary guidelines in conjunction with Section 16-50p(i)" and the restrictions that "cover transmission lines adjacent to "residential areas" Thus,

the Connecticut Siting Council supports the placement of underground lines adjacent to residential areas. See *E&M Fields Best Management Practices, Policy of the Connecticut Siting Council, December 14, 2007.*

b. CL&P and its agents have published and supported the position that the Utility Location lies within a residential area. The Town of Mansfield has also classified the Utility Location as a residential area.

i. Records show that Senator Win Smith and House Majority Leader James Amann drafted Public Act 04-246 (C.G.S. 16-50) to require that said transmission lines be placed underground in any and all residential areas. Furthermore, the corresponding records of Public Act 04-246 show that a residential area is defined as any area that contains a dwelling or building lot. The Utility Location contains many dwellings and building lots.

ii. General Cable Corporation, Silec Cable division, maintains that there is no limit to distance regarding their 345KV underground line. With the correct reactive compensation, all of Connecticut's lines can be placed underground. Certainly the Middletown-Norwalk and the success of the Bethel-Norwalk project provide proof of this view.

iii. My clients' engineering consultants have studied the project and can readily demonstrate that it is technically and economically feasible to place the proposed transmission lines underground without affecting the reliability of the electric transmission system of the State.

iv. CL&P has proposed underground lines near the Utility Location, indicating a CL&P position that the area can accommodate underground lines and such lines are technically feasible.

B. Disease

a. "The Siting Council shall grant a certificate pursuant to public health concerns." (CGS 16p(a)3B). There have been a number of reputable studies that demonstrate that EMF exposure from overhead power lines is toxic. Several studies link transmission line exposure to childhood leukemia. Both the Department of Public Health and the Siting Council acknowledge the possibility of health risk due to EMF exposure.

C. Airport Safety

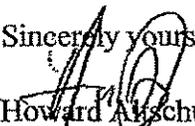
a. Pursuant to 16-50p the Siting Council is required to consider public safety. The

proposed transmission lines at the Utility Location lie in the glide path of aircraft taking off and landing from Windham Airport. Aircraft must climb approximately 400' to clear the transmission lines. The addition of another set of lines doubles the risk of aircraft collision. Underground lines substantially increase aircraft safety by further providing a safety area for troubled planes. There have been accidents and close incidents with the existing poles. My clients' aviation experts claim that the combination of change in wind shear with the overhead power lines provides for a hazardous condition.

- b. The safest route is to provide a lane clear of trees and power lines. Underground cable will accomplish this.

Please feel free to contact me with any questions you have and I look forward to your response.

Sincerely yours,


Howard Aischuler

cc: Richard Civie, Victor Civie

HAA/wps

Presented August 23

2011

Law Offices of Howard A. Altschuler

ADMITTED:

CONNECTICUT, NEW YORK, NEW JERSEY
AND PENNSYLVANIA

2ND CIR. CT OF APPEALS

3RD CIR. CT OF APPEALS

UNITED STATES SUPREME COURT

43 Main St.
East Haven, CT 06512
Voice: (203) 467-5577
Fax: (815) 846-1664

September 23, 2009

Anthony M. Fitzgerald
Carmody & Torrance
195 Church St.
New Haven, CT 06509-1950 VIA FACSIMILE

Dear Atty Fitzgerald:

In reply to your letter dated August 12, 2009, I appreciate you responding with your position on CL&P's proposed Interstate Reliability Project. The facts you cite are, in part, the same we used to support our position, illustrating that we are not that far apart in our thinking.

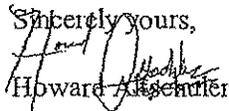
We both agree that there is no judicial precedent interpreting Section 16-50p(i). Our objective is to keep this matter from court action, though I am confident my clients' position would stand after judicial review. My clients are seeking to resolve this issue prior to your presentation to the Siting Council.

Please note that the proposed lines run adjacent to the Mount Hope Montessori School. (Interstate Reliability Project USGS Maps Sheet 2 of 9, Mount Hope Variation). Pursuant to 16-50p(i), these lines must be buried underground. My clients' goal is to extend this variation just a short distance.

You refer to Council's Docket No 272 in which you state that for a location to qualify as residential, the area "must have been actually developed for residential use, and must be sufficiently densely developed and integral so as to constitute a 'neighborhood'." It would appear that my clients' area falls under this definition.

Finally the Council has approved underground lines in the Bethel-Norwalk project and the Middletown-Norwalk projects. Thus, in similar circumstances, the Council's position is that underground lines do not pose an unreasonable economic burden. Furthermore, in drafting 16-50p(i) the legislators were aware of and considered the additional cost of underground lines.

I propose that we meet to discuss the situation and available options. Please contact me at your earliest convenience to arrange a meeting.

Sincerely yours,

Howard A. Altschuler

CARMODY & TORRANCE LLP

Attorneys at Law

195 Church Street
Post Office Box 1950
New Haven, Connecticut
06509-1950

Telephone: 203 777-5501
Facsimile: 203 784-3199
afitzgerald@carmodylaw.com

Anthony M. Fitzgerald

August 12, 2009

Howard Altschuler, Esq.
Law Offices of Howard Altschuler
43 Main Street
East Haven, CT 06512

Dear Attorney Altschuler:

My firm represents The Connecticut Light and Power Company (CL&P), which has asked me to respond to your letter of July 15, 2009, addressed to Mr. Anthony Mele, Project Manager of CL&P's proposed Interstate Reliability Project (the "Project").

Thank you for providing CL&P with your perspective on Section 16-50p of the General Statutes. While I disagree with the conclusions in your letter, I appreciate this early opportunity to exchange views on the relevant elements of that statutory provision which, by way of background, reads in part as follows:

(i) For a facility described in subdivision (1) of subsection (a) of section 16-50i [an electric transmission line], with a capacity of three hundred forty-five kilovolts or greater, there shall be a presumption that a proposal to place the overhead portions, if any, of such facility adjacent to residential areas, private or public schools, licensed child day care facilities, licensed youth camps or public playgrounds is inconsistent with the purposes of this chapter. An applicant may rebut this presumption by demonstrating to the council that it will be technologically infeasible to bury the facility. In determining such infeasibility, the council shall consider the effect of burying the facility on the reliability of the electric transmission system of the state and whether the cost of any contemplated technology or design configuration may result in an unreasonable economic burden on the ratepayers of the state.

(emphasis added). By its terms Section 16-50p(i) relates to the disposition of applications for certification of proposed new facilities, and, therefore, does not apply to existing lines. However, when CL&P files an application to the Connecticut Siting Council ("Council") for certification of the Project, the provision will come into play with respect to the proposed new 345-kV line. The "chapter" referred to in the quoted text is Ch. 277a of the General Statutes, the Public Utility Environmental Standards Act ("PUESA"). The "purposes" of that chapter are:

{N0830575;2}

CARMODY & TORRANCE LLP

Howard Altschuler, Esq.
Law Offices of Howard Altschuler
August 12, 2009
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To provide for the balancing of the need for adequate and reliable public utility services at the lowest reasonable cost to consumers with the need to protect the environment and ecology of the state and to minimize damage to scenic, historic, and recreational values; to provide environmental quality standards and criteria for the location, design, construction and operation of facilities for the furnishing of public utility services at least as stringent as the federal environmental quality standards and criteria, and technically sufficient to assure the welfare and protection of the people of the state; to encourage research to develop new and improved methods of generating, storing and transmitting electricity and fuel and of transmitting and receiving television and telecommunications with minimal damage to the environment and other values described above; to promote energy security; to promote the sharing of towers for fair consideration wherever technically, legally, environmentally and economically feasible to avoid the unnecessary proliferation of towers in the state particularly where installation of such towers would adversely impact class I and II watershed lands, and aquifers; to require annual forecasts of the demand for electric power, together with identification and advance planning of the facilities needed to supply that demand and to facilitate local, regional, state-wide and interstate planning to implement the foregoing purposes.

Conn. Gen. Stat. § 16-50g.

You correctly note that there is no judicial precedent interpreting §16-50p(i). However, the text of the statutory provision cited above contains some important guidance on its application which cannot be overlooked. In addition, the Council has provided some limited practical guidance on the provision's application.

That guidance, provided in the Council's Docket No. 272, is that a residential zoning designation by itself will not qualify a location as a "residential area" for the purposes of the statute. The area must have been actually developed for residential use, and must be sufficiently densely developed and integral so as to constitute a "neighborhood." For this reason, the determination of whether or not a particular location is a "residential area" is dependent on the facts and can only be performed by the Council on a case-by-case basis.

Howard Altschuler, Esq.
Law Offices of Howard Altschuler
August 12, 2009
Page 3

If the Council finds that a particular location qualifies as a "residential area" and that it is "adjacent to" a proposed new 345-kV line, then the Council will consider not just whether it is possible to re-route the section of the line in question or to construct it underground, but also:

whether the cost of any contemplated technology or design configuration may result in an unreasonable economic burden on the ratepayers of the state.

Conn. Gen. Stat. § 16-50p(i). In turn, this determination requires consideration of the comparative cost of overhead versus underground construction; how the costs will be assessed on Connecticut ratepayers; and the benefits, if any, that will be gained in the particular case for that expenditure. As you suggest in your letter, the Council's EMF Best Management Practices ("BMP") are relevant to this determination. That is because design of an overhead line in compliance with these BMP can result in an overhead configuration with relatively low edge of right-of-way magnetic fields, such that the Council may determine that the high, incremental costs of underground construction are not justified.

Accordingly, if the Council first determines that the presumption of §16-50p(i) applies in a certification proceeding, the Council will then make a fact-bound determination as to whether overhead construction of a particular section of line is nevertheless consistent with the purposes of the PUESA.

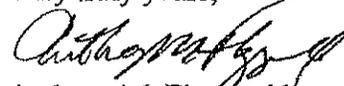
In summary, it is clear that (1) Section 16-50p(i) does not apply to existing lines that were approved by the Council prior to the enactment of that provision, so that relocating and reconstructing the existing line underground is not required, or contemplated, by law; and (2) in a proceeding on CL&P's application for certification of the Project, before requiring any portion of the Project to be constructed underground the Council would engage in a two step, fact-bound process of determining first whether Section 16-50p(i) applies to any part of the Project, and second, using a multi-factorial approach, whether any section(s) of the proposed new line will be required to be constructed underground.

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Howard Altschuler, Esq.
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After CL&P files its application for the Project, we will begin the process of further addressing any issues raised by Section 16-50p(i), and, by extension, the issues raised in your letter. In the meantime, please feel free to contact me to follow up on these matters.

Very truly yours,



Anthony M. Fitzgerald

AMF/kas

{N0830575;2}

YOUR COMMENTS, PLEASE

THANK YOU FOR ATTENDING. Please use this sheet to provide your comments. You can deposit it at one of the Comment stations or fill it out and mail it after you get home. We will convey your comments to your municipal official and state siting authority.

In what town do you reside? MANFIELD

Your Comments:

EXTEND UNDERGROUND VARIATION FROM I 195 TO UTILITY POLE #9066 (PRESENT NUMBER)

REASONS:

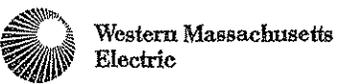
- 1) SAFETY - AIRPORT FLYWAY
- 2) CLEARS COMPLETELY RESIDENTIAL AREA

If you have a concern specific to your property, please provide us with your name and address.

Name: VICTOR CIVIE

Address: 160 BEECH MTN. RD MANFIELD MA 01049-2022

Thank You.





Connecticut
Light & Power
The Northeast Utilities System



August 16, 2011

Christopher & Jessica Duers
21 Hawthorne Lane
Mansfield Center, CT 06250

Scott Welden
25 Hawthorne Lane
Mansfield Center, CT 06250

Thomas Mindek
27 Hawthorne Lane
Mansfield Center, CT 06250

Wayne Hawthorne
28 Hawthorne Lane
Mansfield Center, CT 06250

Dear Residents:

Thank you for taking the time to meet with us on Wednesday, August 10. As mentioned at the meeting, this letter is to summarize our discussion during the meeting and propose some next steps for the near future.

As background, in 2008, a number of the Hawthorne Lane residents presented the Interstate Reliability Project team with a proposal to relocate the proposed new 345-kV transmission line farther from their homes than on the existing transmission line right of way ("ROW"). The residents offered to grant new ROW easements that would allow a shift of the existing ROW (and the existing and new lines) to an area farther away from their homes. In making this offer, the residents understood that a modification of existing transmission line easements between CL&P and the residents must occur for the alternative line location to be accomplished. The modification would provide CL&P with the necessary easement rights in the new easement areas and would need to be completed prior to the start of construction. CL&P would then release portions of the easement areas it currently holds on the existing ROW, once the new facilities were constructed and energized in the new ROW location. The potential modification of the easement area was reviewed at the meeting, in addition to the proposed configuration within the existing transmission line ROW. I have attached a copy of the diagrams used during that review.

As I explained at the meeting, after considering the residents' proposal, the policies of the Connecticut Siting Council (the "CSC"), and potential cost differences, the Project team decided to include a "shifted ROW" ("Hawthorne Alternative" or "Alternative") as one of the alternatives in its siting Application, but only if certain conditions can be satisfied.

While CL&P would include the Hawthorne Alternative in its siting Application, the Alternative would not be CL&P's proposed configuration for the Project. Instead, it would be included in the Application as a potential alternative for the CSC's consideration. In addition, a Conservation Restriction we have found in the Mansfield Land Records would need to be addressed, as discussed below.



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The Northeast Utilities System



Interstate
Reliability Project

During further study of the proposed Alternative, the Project team found that at the time the Hawthorne Lane subdivision was created in 2002 a Conservation Easement (the "Conservation Restriction") had been placed on a portion of the property that the residents were offering to transfer new easement rights to CL&P. The Project team informed both the residents and the Town that CL&P would not be able to build the Alternative with the Conservation Restriction in place in its present form. The release of the Conservation Restriction in the new easement area would be CL&P's preferred result; however, CL&P would consider other alternatives (e.g., a modification of the Conservation Restriction) that would permit CL&P to construct, operate and maintain the Alternative and conduct its transmission and distribution business.

In order to move forward, the following will need to occur:

1. The residents, with assistance from CL&P, must determine whether it is practically and legally feasible to secure a Conservation Restriction modification to release it from the area where the relocated ROW would be. If that is feasible, the Town may require relocation of the Conservation Restriction area to other property of the residents. The residents will need to confirm if the other property will be suitable to the Town. If you plan to offer that portion of the existing ROW to be released in the modification, please remember that property would only be available after the completion of construction and energization of the new facilities. Or, in the alternative, the residents and CL&P can explore with the Town whether a modification of the restrictions in the Conservation Restriction to permit the construction, operation and maintenance of transmission lines is legally and practically feasible. It is not assured that either of these alternatives can or will be approved by the Town or any other governmental authority having jurisdiction over the Conservation Restriction.
2. In order to continue including the Hawthorne Alternative in its siting Application, CL&P would need satisfactory assurances in the form of written agreements that the necessary new permanent easement rights across the residents' properties will be granted to CL&P promptly after the CSC order so that the construction, operation and maintenance of the Hawthorne Alternative's new and existing transmission lines would be possible. Part of those assurances would involve confirming that the new easement rights would be granted free and clear of any prior liens and encumbrances and that any mortgage lender holding a mortgage that affects the property would subordinate its mortgage to the grant of the new easement rights. If the residents and the Town of Mansfield cannot reach the timely agreement with CL&P necessary to grant these rights free of the Conservation Restriction, CL&P would remove the Hawthorne Alternative from its siting Application.

We suggest the following next steps:

1. The residents, through their designated representative(s), should meet as soon as possible with the Mansfield Director of Planning, Linda Painter. Based on my brief conversation with her, she is looking forward to your call. Charley Mead, of our Project team, will be available to participate in the meeting so that we are coordinated with your efforts with the Town.



Connecticut
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The Northeast Utilities System



Interstate
Reliability Project

2. Shortly after that meeting with the Town's Director of Planning, we will have our attorney contact the Mansfield Town Attorney to obtain a better understanding of how the Town could release the Conservation Restriction in the area necessary for the easement modification. If the residents retain an attorney for these matters, we will have our attorneys coordinate.
3. Depending on the outcome of the previous two steps, if it appears to be legally and practically feasible for CL&P to obtain the necessary rights free of the Conservation Restriction, then CL&P and the residents can begin the preparation of the necessary documents needed to accomplish the modification of the existing easement and create the new permanent easement rights free and clear of any prior liens and encumbrances. Finalizing those documents would take place only if the CSC orders the Hawthorne Alternative. In the meantime, the necessary actions of the Town concerning the Conservation Restriction will need to take place. We would target to receive all Town approvals and reach agreement on the documents during the fourth quarter of this year. We will refine the schedule as we learn more about the Town's process.

Charley Mead will serve as your point of contact on these matters. He can be reached at 203-556-4672 and cmead@col-col.com. Please coordinate closely with him.

For background information, Lorraine Eckenroth will forward to you previous correspondence that has occurred between CL&P and the Hawthorne Lane residents. She will also provide the Project website link you requested at the meeting.

Again, please let us know if you decide to retain counsel to assist you with the Conservation Restriction since it would be helpful to have our attorneys coordinate their efforts.

Thank you for your time and cooperation.

Sincerely,

Tony Mele

Project Manager – Interstate Reliability Project

cc: Ryan Hawthorne

10/26/08

Tracy and Brandon Hawthorne
147 Bassetts Bridge Road
Mansfield Center, CT 06250
Phone: 860-423-5658

Northeast Utilities
c/o NEEWS
P.O. Box 270
Hartford, CT 06141-0270

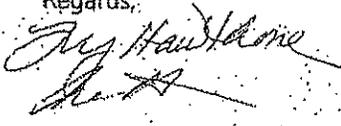
To Whom It May Concern:

As residents of Mansfield, specifically Bassetts Bridge Road/Hawthorne Lane, we have many concerns regarding the new proposed set of power lines through our community. We have lived in our home for over 7 years and while the power lines are certainly visible they have been in a reasonable distance and have been relatively concealed by the trees around our property.

The proposed plan for moving and adding additional lines would significantly impact not only the aesthetics of our home but would certainly increase our exposure to electromagnetic fields. As it stands now, we are already within the EPA recommended safe distance of 300 feet. Adding or moving lines would increase risk to our health and well being.

We ask that Northeast Utilities seriously considers alternative means to adding poles and clearing additional trees. We would strongly favor underground lines or singles poles that would not require additional tree clearing. We would be more than happy to answer any questions or offer more information about our concerns. Please contact us at any time at the above number. We look forward to a safe and expeditious resolution for our community.

Regards,



Tracy and Brandon Hawthorne

To: Tony Mele, Project Manager, CL&P

10/26/08

Mr. Mele,

We have concerns about the East/West Solution proposal in my neighborhood (Hawthorne Lane, Mansfield) and wish to suggest a modification. Since the added lines would mainly benefit the southwest end of the state, I hope you will consider the issues my neighbors and I have.

Four years ago, I built a home for myself, my wife and three children, and my mother on 25 Hawthorne Lane. We did so only after much research on electromagnetic fields, concluding that 300 feet was, by most standards, a safe distance from high-voltage lines (250-400 feet, according to most sources).

My home, currently occupied by my wife and me, my mother, and my three children, is sited about 300 feet from the closest line. At the CL&P presentation in Mansfield (10/22/08) a NU representative and I looked at the path of the additional lines. Using the Google Earth measurement tool, he determined that the new lines would put my home 200 feet from the closest line. It would also put my closest neighbors on Hawthorne Lane 180, 220, and 275 feet from the line—a distance that increases our health risks, according to many sources, including the EPA.

Of course we are also upset about aesthetics and property values. My neighbors and I have front-yard septic fields. Mine extends 120 feet into the front yard, which means no trees in that area. With power lines 200 feet from my house (and the tree-cut line even closer), there would be little or no room for trees between me and the lines. (And an effective buffer would need to be as tall as the power lines.) With the existing plan, I would have six high-voltage power lines in front of me when I walked out my front door—as would my neighbors.

We at 25 Hawthorne Lane strongly urge CL&P to look at ways to alter the proposed route in our neighborhood. If you can, bury the lines or carry them on a single pole in a straighter line (over the Hawthorne Lane cul-de-sac). Either of these changes would satisfy our concerns.

Thank you.

RS Welden
Christine M. Welden
Carmen Welden

R. Scott Welden
Christine Welden
Carmen Welden

10/26/08

Tony Mele
Project Team
N.E. Utilities East-West Solution Project

We would like to thank the Project Team for providing such a very informative open house in Mansfield for those who will be affected by the project proposal. Our first reaction was one of shock! We understood our property was subject to permanent easement rights obtained many years ago by North East Utilities. However, we never considered or imagined the possibility of the transmission lines being doubled. This new proposal would have many negative effects on our neighborhood.

As homeowners our biggest concern is how this proposal will affect our property aesthetically. The transmission lines currently are unobtrusive due to a large tree lined buffer zone. This new proposal will completely remove the neighborhood buffer zone exposing the power lines completely. The properties were purchased knowing the power lines exist but were placed far enough away so we were still able to enjoy our privacy and the wildlife that currently exist. Not only will the new proposal be unsightly it will also greatly effect the property values of this residential neighborhood.

The neighborhood's other concern is the ramifications of the EMF's transmitted and it's effect on the residents. The new proposal will bring the transmission lines within 180' - 200' from our homes, without the benefit of a tree line. This is a concern for us as our grandchildren visit and play in this area often.

A viable solution for Hawthorne Lane and Bassets Bridge Road has been proposed to the project team. This would involve 1. Converting transmission lines to single poles and redirecting the alignment of the existing lines. 2. Exchanging right of way land which is now owned by existing property owners, thus eliminating the need to clear out the current buffer zone to the neighborhood at a minimal cost to Northeast Utilities.

In closing, our hope is that you would consider our proposal and adopt it prior to the final submission of the East- West Solution to the siting council.

Sincerely,


Wayne & Chris Hawthorne

To: CL&P (Attn: Tony Mele & Associates)

10/26/08

The purpose of this letter is to express our concerns about the Northeast Reliability project as it's currently proposed. We appreciate you coming out to the Hawthorne Lane neighborhood to discuss our issues, but more importantly that you walked through to physically see (to get a clearer picture) the negative ~~impact this project would have on our neighborhood. You have to admit,~~ looking at a map with multi colored survey lines on it, is quite a bit different than walking the grounds of this charming neighborhood.

My wife Pam, son Gabriel, and I have lived at 27 Hawthorne Lane for 3 ½ years and have been very fortunate to reside in such a beautiful neighborhood. Part of the charm and reasons that attracted us to our home (other than the terrific school system Mansfield has) was to enjoy the privacy, wild life, rich vegetation and close proximity to the Mansfield State Park it offers. Our son Gabe has 23 cousins as well as several classmates who quite often come over to play in our open and expansive front yard.

One of our concerns with this project are the increased EMF levels that would be created by the new transmission lines if installed closer to our home. This would cause irreparable harm to not only my family and friends, but to our neighborhood as a whole.

The other concern we have is that this project would all but eliminate the large tree line which presently serve as a lush, and full canopy of plant growth which covers the existing transmission lines. Having these massive new utility poles installed closer to all our homes would negatively impact the property values of all the homes in the Hawthorne Lane neighborhood.

It's vital and of the utmost importance to my family (and our neighborhood) that these new transmission lines not be installed any closer to our homes. As we discussed with you, there is a safer and healthier alternative. We're confident that as you and other Mansfield town officials come out to see how this current plan truly impacts our neighborhood, that you will agree that slightly redirecting the new transmission line and utilizing a single pole system is the right choice.

Thank You.

Tom Mindek 
Palmira Mindek
Gabriel Mindek



Mount Hope Montessori School

48 Bassetts Bridge Road PO Box 267

Mansfield Center, CT 06250

(860) 423-1070

mihopemontessori@snet.net

Web Site: mihopemontessori.com

October 23, 2008

Elizabeth C. Paterson, Mayor
Mansfield Town Council
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

I am writing on behalf of Mt. Hope Montessori School and its Board of Directors. As you know, CL&P is proposing to build a second set of high voltage lines through the Town. A half-mile section of these lines will be within 215 feet of Mount Hope's front door. At this time, I ask that you consider the potential impact this project could have on the well being of the School.

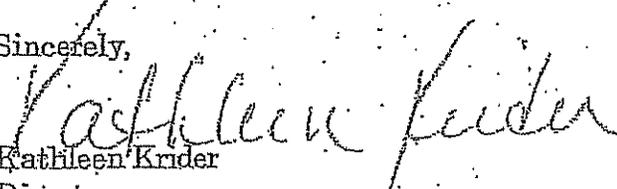
Many of you are aware of Mt. Hope's history in the Mansfield community. Currently, we are enjoying our 48th year of continuous operation, making us one of the oldest Montessori schools in the country. In 1974 the school established itself in its current location on Bassetts Bridge Road. Many, many children have started their education here, and it is our expectation that we will continue to do so for future generations.

Our belief is that should CL&P proceed with the currently proposed route, it will be extremely difficult, if not impossible, to remain the desirable institution we have become. It is hard to imagine prospective families choosing to send their children to our school when a large scale, high-voltage, electrical construction project is taking place right outside our door. We will, in the span of one short year, cease to exist.

We realize CL&P has the right to proceed with this project as planned. We are also aware that opposing it raises other disquieting concerns. The Board and Staff of Mt. Hope, while not wanting to relocate, are willing to explore that possibility. We realize that may be the only viable option for our continued existence. We are willing to work with CL&P to achieve a desirable outcome for all, and we respectfully request the Town's support as we move forward.

If it is not possible to oppose the project outright, then we ask that the Town Council make it clear to CL&P Project Managers that Mount Hope matters. They need to know that we are an integral part of Mansfield's excellent early childhood educational offerings and we ask that every effort be made to ensure our continued success. Thank you.

Sincerely,


Kathleen Krider

Director

YOUR COMMENTS, PLEASE

THANK YOU FOR ATTENDING. Please use this sheet to provide your comments. You can deposit it at one of the Comment stations or fill it out and mail it after you get home. We will convey your comments to your municipal official and state siting authority.

In what town do you reside? Manfield

Your Comments:

I'm an abutter - the proposal runs through the corner of my property.

I'm all good with getting more power, and I would say the following even if not an abutter:

Put as much as you can underground. It costs more up front, but I'm pretty certain it will cost less to maintain, it will last longer and it will emit less "bad" stuff. Put as much as you can underground, please.

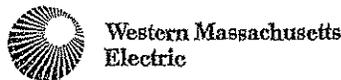
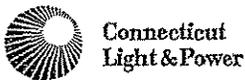
If you have a concern specific to your property, please provide us with your name and address.

Name: M. Campbell

Address: 21 Stone Ridge Lane, Manfield

Thank You.

860/456-2296



YOUR COMMENTS, PLEASE

THANK YOU FOR ATTENDING. Please use this sheet to provide your comments. You can deposit it at one of the Comment stations or fill it out and mail it after you get home. We will convey your comments to your municipal official and state siting authority.

In what town do you reside? Mansfield

Your Comments:

I want to know what the EMF currently is on my property. Then I want to know what the EMF projections ~~are~~ will be at highest usage rates.

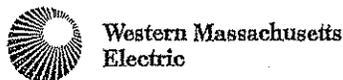
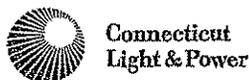
If you have a concern specific to your property, please provide us with your name and address.

Name: Susan O'Keefe

Address: 31 Philip Drive, Storrs, 06268

Thank You.

860/429-1963



YOUR COMMENTS, PLEASE

THANK YOU FOR ATTENDING. Please use this sheet to provide your comments. You can deposit it at one of the Comment stations or fill it out and mail it after you get home. We will convey your comments to your municipal official and state siting authority.

In what town do you reside? MANSFIELD CENTER

Your Comments:

My overall concern is how the projected increase in electrical energy relates to CO₂ emissions. Our state has set some noble goals for the reduction of green house gases of 20% by 2020 and 80% by 2050, and my question is how are we now going to meet these goals for the health of our planet and all living things on it, if we continue to demand more and more energy.

The only way I know of how this can be done is to become just about completely users of alternate sources of energy to replace fossil fuels. This means C&P and Western Mass. and other carriers of electric power need to start thinking outside the box and use the alternative energies of sun, wind, tidal and geo-thermal to supply all our energy needs. Also a start toward producing more energy in the location it is used in rather than transporting it 100's and even 1000's of miles might help us find a solution.

If you have a concern specific to your property, please provide us with your name and address.

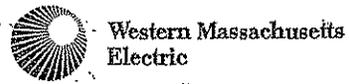
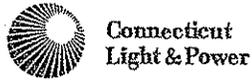
Name: DONALD B. HOYLE

Address: 125A BASSETTS BRIDGE RD. MANSFIELD CENTER, CT 06250

Thank You.

I am one who has installed photovoltaic to feed my geothermal heat, air conditioning and hot water and should be self-sufficient with the new annual net legislation. The rebates and programs

please program for photovoltaic should be published soon.



Connecticut
Light & Power



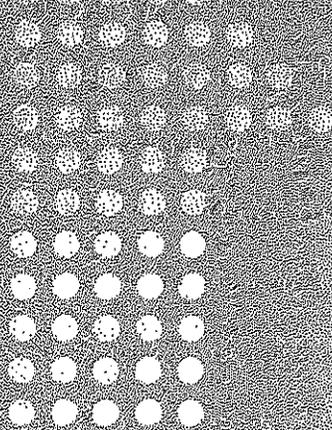
Western Massachusetts
Electric



The Northeast Utilities System

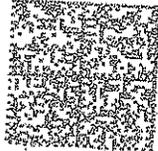
NEW ENGLAND
EAST WEST
SOLUTION

Open House Survey



Northeast Utilities
c/o NEWS
PO Box 270
Hartford, CT 06141-0270

MAILED FROM ZIP CODE 06037
\$ 00.42⁰⁰
02 1A
0004342328



The Reverend Donald Hoyle
125 A Bassette Bridge Rd.
Mansfield Ctr., CT 06250

What did you find helpful about the open house?

Overall general information

How might we improve the open house?

Provide more specific detailed information such as how is it all hooked up to the national grid. Is it true that some of the electricity coming into our area could be coming from hydro electric generated in Canada and are we seeing mainly a means of transporting electricity to Fairfield county which has great demand and little generating ability.

C0050824

November 10, 2008
Tony Mele
Project Manager, New England East-West Solution
Northeast Utilities
107 Selden Street
Berlin, CT 06037

Dear Mr. Mele,

As a licensed home daycare provider, I have a number of concerns pertaining to the CL&P Interstate Reliability Project. The new lines will pass over our property, and new poles will be erected adjacent to us. I have outlined issues of concern below.

Parent sentiment

As noted in the attached parent comments, some of my parents are very concerned about both the construction project and the new lines. The loss of families will be potentially devastating to my business, and as a costumer base is built primarily by word-of-mouth, if past costumers feel they would no longer bring their children to my daycare, the likelihood of building my business in the future is even more limited. Additionally, if Mount Hope Montessori moves or loses their business because of the power lines, parents will even further question their choice to bring their children to my daycare facility.

Dust and noise during construction

In almost all weather, we spend part of the day outside. During fair weather, and especially during the warm months, the children and I are primarily outside. Outdoor activities are a feature of my daycare that I am proud of and am continuously making a concentrated effort to create an outdoor environment that is suitable for children. While I understand that activity around us will not be constant during the two-year construction period, every day we do not have unimpeded use of our property is a significant loss. Parents bring their children, and children enjoy my facility, because they can be outside. The very nature of my daycare will be unfavorably altered by this project.

Electric shocks under current lines

On damp or even very humid days, the children and I sometimes pick up current under the power lines over part of our garden. While we generally avoid this part of the garden (almost half the field), we do walk through it to access the rest of the garden. As one child said, being shocked feels like getting bit by thousands of small insects as you walk through the plants. I have also been shocked when touching a child, a shock similar to that from a poorly grounded electric fence. My husband and I were unaware of this

phenomenon when we bought the property. We looked at the house on a clear November day. The current we experience is clearly a problem, and even the potential of a larger area of "shock zone" is a huge turn-off for parents. If at any point we would start to pick up current under the proposed new lines, our entire garden, an essential component of my daycare, would be cut off from us.

EMFs

This is an obvious concern. As noted in their comments, EMFs are a concern to past and present parents, and even the potential of increased EMF exposure will likely prevent future parents from enrolling their children in my daycare.

Limited utility of our garden, an essential component of the day care

I have referred to this problem under a number of other concerns, but feel it needs to be stressed. My husband and I bought our property with the intention of farming the back field and using it as a space for children. We both have a strong agricultural and botanical background and deeply feel the desire to pass on these interests and skills to children. I established a home daycare partially as a way toward that goal. My intention is to establish my daycare as a teaching farm, catering mostly toward school-aged children during summers and school vacations, while maintaining a small group of young children year-round. If we have even more limited use of our garden, whether it be from real physical constraints or parent uneasiness, my business may fail.

Restricted access to surrounding public lands

This past summer (2008), I cared for six school-aged boys plus my own young son. We regularly, almost daily, walked to a publicly held swimming hole through the hay field next to us. The hay field is partially owned by CL&P with the majority being Town of Mansfield Open Space. During construction, our access to these places will be limited.

Background of construction workers

This issue is not of primary concern to me, but some parents and associates have raised the question of the backgrounds of construction workers. Would children be safe in the proximity of men and women who could potentially have criminal records? As a licensed home daycare, all members of our household have had background checks, would all construction workers?

Well water quality

Our water quality is monitored by the state. As a childcare facility, we would require CL&P to monitor our water quality during and after drilling for the proposed new poles and to respond appropriately if our water quality dropped below state standards as a result of construction.

Likelihood and complications of Mount Hope Underground Variation

Currently, the only local, feasible route variation that accounts for the three childcare facilities in Mansfield Center is the Mt. Hope Underground Variation. I understand that the feasibility of this variation is low, as the cost would be \$93m versus \$3.4 for overhead cables covering the same distance. It also appears that the site for the eastern potential transition station is directly over at least two houses. Additionally, underground lines could have permanent negative effects on the farmland they would be under. As the Mansfield Agricultural Committee pointed out in their comments, our property and the surrounding fields are prime agricultural land. To prevent permanent damage to crop productivity, all topsoil along the route would need to be removed and stored before trenching for the lines took place, and then properly returned. Measures would also have to be taken to mitigate soil compaction resulting from the construction project.

Location of access road

The location of the access road along the western edge of our property is less than ideal. The children and I spend a lot of time in the part of our yard directly adjacent to the proposed road, yet relocating the road to the middle of the hayfield is not desirable either. A road through the middle of the field would be a permanent impediment to farming the field. Wherever a road is built, barriers preventing access by ATV's will need to be installed.

Lastly, I would like to stress my overall concern at the viability of my daycare business if the project goes forward along the current preferred route. My daycare is a place children can be comfortable outside; we milk goats and dig potatoes, build forts in the rain, and for the older children, explore the fields and forests of our property independently. My plans for building my business include, rely on, more of the same. We bought our property with the intention of building a teaching farm, primarily for the use of my daycare children. Planting, weeding, harvesting, seed-saving, milking, poultry-raising, the list could go on to include all the positive character traits these activities foster – traits parents value in their children and appreciate being fostered by a daycare provider. I feel it is also worth noting that in addition to botanical training (B.S. in Ecology and Evolutionary Biology) and a strong agricultural background, I have built a career as a teacher and childcare provider. Before starting my home daycare, I ran a before and after school program at a local elementary school, and see my daycare business as a long-term

business venture. As such, given the nature of my facility, and all the issues of concern listed above, I can only conclude, sadly, that if new power lines are constructed along the primary route of consideration, my business will ultimately fail in its current location. I do, however, believe in CL&P's integrity and intentions to avoid impacting or mitigating losses incurred by statutory facilities and genuinely look forward to working with you on resolving these issues.

Sincerely,



Diane Dorfer
Green Dragon Home Daycare
License #54523
87 Bassetts Bridge Rd
Mansfield Center, CT
06250

860-423-8305
diane_dorfer@hotmail.com

Parent Survey for Green Dragon Home Day Care
License #54523
Diane Dorfer

Within the past year, your child(ren) have been under the care of Diane Dorfer at her licensed home day care. Please describe the qualities of the facility that you found attractive.

There are almost too many things to list. Probably the most important quality is the kind of person Diane is and the way she interacts with the kids. She strikes a wonderful balance between keeping kids organized and safe, and letting them explore on their own. She is relaxed, but boundaries are clear and I have never heard her shame a child. All of the kids feel respected and liked, and my son loves her. He considers her a friend, someone with whom he shares interests and who encourages him to explore his own interests.

The physical facilities are also great. The house is clean but not excessively so—it really is OK if kids spill things. The goats and chickens are a source of entertainment and an opportunity for responsibility, if the kids are interested. The yard has exposed areas in winter and shaded areas in summer and Dianne encourages kids to be outside.

Please detail the activities that your child enjoyed.

My son most loves the natural areas in the back where he watches birds and looks for caterpillars, and any day spent in the garden at the very back of the property is a great day. Recently he helped dig up potatoes and loved it. He has picked apples, squash and onions and has experienced "garden-to-table" many times, something most kids never know these days. Diane lets him do more cooking than he does at home.

One of the most valuable aspects of my son's experience from my perspective is the interaction he has with the other kids. Since his older siblings are now out of the house, he is essentially an only child at home. At Diane's, he interacts with her son, whom he loves, and the other kids that are there.....even when he doesn't feel like it— it is an invaluable experience for him.

Have you ever noticed the high voltage power lines that cross the back of the facility (over the garden) and run adjacent to the western property line?

Yes.

How would you feel about a construction project to build an additional set of similarly sized lines running along the current lines, over the back half of the garden? Would the construction project or the lines themselves influence your decision to bring your child back to this facility?

As I mentioned earlier, my son's most favorite activities are spending time in the natural area behind the house, and then in the garden, both of which are close to the power lines. I already have some concerns about his exposure to the EME's from those lines and possible electrical currents in the soil. As a general rule, I don't want to live next to one of these lines, and I don't want anyone in my family to be exposed. The answer is, Yes, the construction project and the additional power lines would cause us to look for a different after school provider. I know I'm not the only parent who feels this way. Several years ago, I was involved in finding a new location for the daycare my son attended at the time. We turned down a property that was highly desirable because of its proximity to this same set of lines. Most of the parents who knew about the possible new location expressed negativity and concern about the power lines, and the "building committee" didn't feel that we could take such a risk with enrollments. Despite the scientific studies, I am not convinced the power lines are really safe when the exposures are combined with the multitude of other environmental threats to health in the current times.

Parent Survey for Green Dragon Home Day Care

License #54523

Diane Dorfer

Within the past year, your child(ren) have been under the care of Diane Dorfer at her licensed home day care. Please describe the qualities of the facility that you found attractive.

I was attracted to Green Dragon Daycare because my children love to be out doors, and have the freedom to play in the woods or fields. My three sons spent hours climbing trees, building forts and walking with Diane around her neighborhood. I especially liked that they were included in gardening and animal raising activities. The rural, peaceful and healthy nature of Green Dragon spoke to the way I want to raise my children.

Please detail the activities that your child enjoyed.

Walking, swimming, playing in the woods and fields, gardening. OUTDOORS!

Have you ever noticed the high voltage power lines that cross the back of the facility (over the garden) and run adjacent to the western property line?

Yes, constantly. I have been concerned about this, but the benefits of Green Dragon outweighed my worries about this. I convinced myself that if Diane lived where she is it must not be too bad, as I know she is concerned about health as well.

How would you feel about a construction project to build an additional set of similarly sized lines running along the current lines, over the back half of the garden? Would the construction project or the lines themselves influence your decision to bring your child back to this facility?

Both would. A new set of lines would greatly concern me. I was able to sort of adjust to the original set, but more would probably send me packing- I would be too worried about the health effects on my children- why take that chance? Also, I enjoy the peaceful nature of Green Dragon, and would not want my children subjected to the noise and business of machines all day. Also, I became aware that at times in the garden people would feel a shock on wet days- I would be extremely concerned that more power lines would increase that potential, and would poise a higher risk to my children. I am ~~wondering how Diane and her family will even be able to remain living there.~~

My oldest son (eight years old) says that he would be upset because if it were a construction site he and his brothers would not be able to play in the field, gathering grass to make hay bales and riding their bikes. He also says that he is worried that the kids will no longer be able to go for walks, because they would often involve going through the field.

I would definitely, very regretfully, look for another daycare if this project went through. I could have sent my children to a more economical daycare, but chose to spend the extra money in order for my children to have a warm, loving, and peaceful atmosphere, where they could play as if they were at home.

VI.C.3 Mount Hope Variations

The Mount Hope Montessori School Inc. on Bassetts Bridge Road is near CL&P's existing ROW, the Primary Route Under Consideration. The existing 345-kV line is located on the eastern side of the ROW, with the nearest conductor approximately 325 feet from the nearest actively used portion of the school property (a play yard). Were the new line to be built in a horizontal configuration in the vacant position on the ROW, it would be located between the existing line and the school property, with the nearest conductor approximately 240 feet from the play yard. CL&P has identified both overhead and underground line-route variations that would avoid this proximity, which are illustrated in Figure VI-6.

VI.C.3.1 Mount Hope Overhead Variation

The potential overhead line-route variation would place a section of the new line, approximately 2,650 feet long, on a new ROW that would be approximately 200 feet to the east of the location of the existing ROW. In order to re-route the new line off of the existing ROW, it would be necessary to move the existing line to the new ROW as well. The nearest conductor would be approximately 450 feet from the school play yard.

Principal Features of Mount Hope Overhead Variation

- Total length of the new line is approximately 2,650 feet
- The relocation of approximately 2,350 feet of existing 345-kV line would be required
- Final design will be based on the Field Management Design Plan
- Approximately 18 acres of new ROW would need to be acquired
- The total width of the new proposed ROW would be approximately 300 feet
- The new ROW would be near the Mansfield Historic District
- Approximately 4.8 acres of vegetation removal would be required
- Five homes would be within 400 feet of the new ROW, which are now further away from the existing ROW
- A new crossing of Bassetts Bridge Road would be required
- ROW would contain approximately 3.2 acres of wetland based on data from the DEP
- The cost of this variation would be approximately \$11.6 million including construction labor and material, engineering and contingency.

VI.C.3.2 Mount Hope Underground Variation

The underground line-route variation would be constructed within CL&P's existing overhead line ROW except for two transition stations, which would be constructed in part outside of the existing ROW. The underground segment would begin at a new transition station approximately 1,600 feet west of State Route 195, and extend along the ROW to a new transition station approximately 800 feet north of

Bassetts Bridge Road. Additional easement rights to install the cables would have to be acquired, and up to 10 acres would have to be acquired for each of the transition stations.

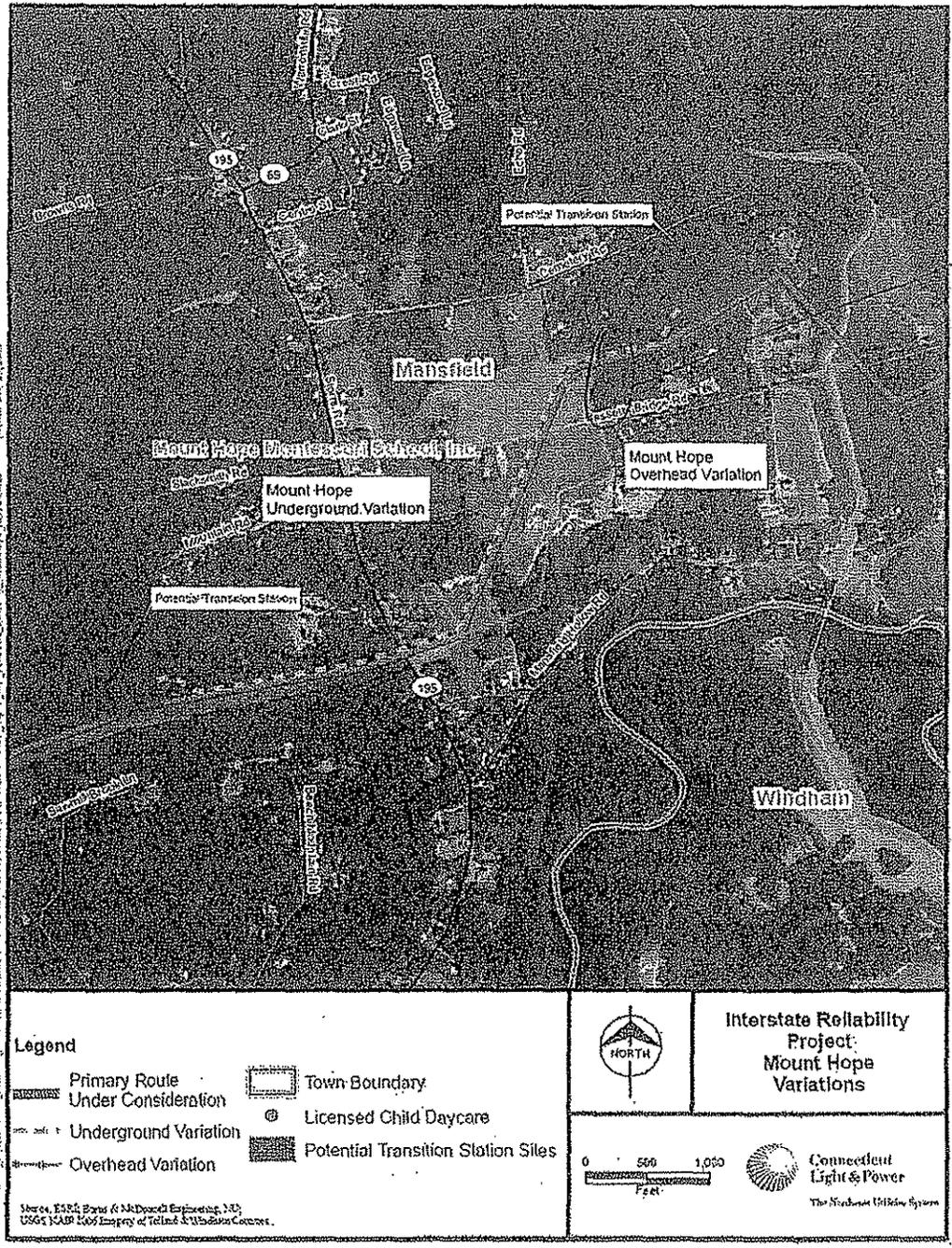
Principal Features of Mount Hope Underground Variation

- Total length of underground line would be approximately 1.2 miles
- The cables and vaults would be installed primarily within CL&P's existing ROW
- Easements for splice vaults on private property next to the existing ROW may be to be required
- Two new 345-kV line transition stations would be required
- Two to four fenced acres would be required for each new transition station
- New crossings of State Route 195 and Bassetts Bridge Road would be required
- The ROW would contain approximately less than an acre of wetland based on data from the DEP
- The cost of this variation is estimated at \$93.6 million including construction labor and material, engineering and contingency.

Table VI-5: Comparison of the Mount Hope Variations to the Segment of the Proposed Route Under Consideration that Each Would Replace

	Overhead Variation		Underground Variation	
	Primary Route Segment Replaced	Variation	Primary Route Segment Replaced	Variation
Length (miles)	0.5	0.5	1.2	1.2
Above Ground Structures	Approximately 6 structures	Approximately 10 structures	Approximately 12 structures	-
New ROW or Land (acres)	0	18	0	8
Vegetation Removal (acres)	4	4.8	9	8
Wetlands (acres)	1.9	3.2	1.2	<1
Cost (\$) million	3.4	11.6	7.9	93.6

Figure VI-6: Mount Hope Variations.



Interstate Reliability Project
Primary Route Under Consideration
Existing Structure Locations 9076 to 9086
Mansfield Hollow Road to Bassetts Bridge Road
Town of Mansfield, CT

AREA DESCRIPTION

Existing Land Use

- Residential
- Agricultural
- CT Protected/Open Space (Joshuas Tract Wildlife Area privately managed, Mansfield Hollow Dam Water Access and Mansfield Hollow State Park managed by the DEP and the U.S. Army Corps of Engineers (USACE), and Mansfield Hollow Wildlife Management Area managed by the DEP)
- Commercial/Industrial

Zoning

- Current
 - Rural Agriculture Residence 90 Zone (RAR-90)
 - Flood Hazard Zone (FH)

Natural Systems

- Open water (ponds)
- State/Federal jurisdictional wetlands
- Natural Diversity Data Base Area
- Mansfield Hollow Lake/Natchaug River
- Mixed hardwood forest varying in size and age

Visual Character

- Residential, agricultural, commercial/industrial, and forest land

RIGHT-OF-WAY DESCRIPTION

Land Use

- Agricultural adjacent to structures 9076 to 9078
- Residential adjacent to structures 9078 and 9080
- CT Protected/Open Space (Mansfield Hollow Wildlife Management Area and Mansfield Hollow State Park) adjacent to and between structures 9081 and 9086
- Upland and/or wetland forest adjacent to structures 9077, 9079 and 9082 to 9086

Wetlands [Invasive Plant Species], Watercourses and Waterbodies

- Wetland Nos.: A94 [none recorded], A200 [none recorded]
- Wetland Cover Types: PEM, PSS, PFO, POW
- Waterbodies: Mansfield Hollow Lake

Potential Access

- Structures 9076 to 9086 can be accessed from Bassetts Bridge Road

Right-of-Way Vegetation

- Upland and wetland forest, Open field-shrub, Agricultural, House/Yard

Terrain

- Broad, rolling hills

Existing Right-of-Way Width

- 150 to 300 feet

Proposed Expansion of Right-of-Way Width

- 0 to 150 feet

Existing Cleared/Maintained Right-of-Way Width

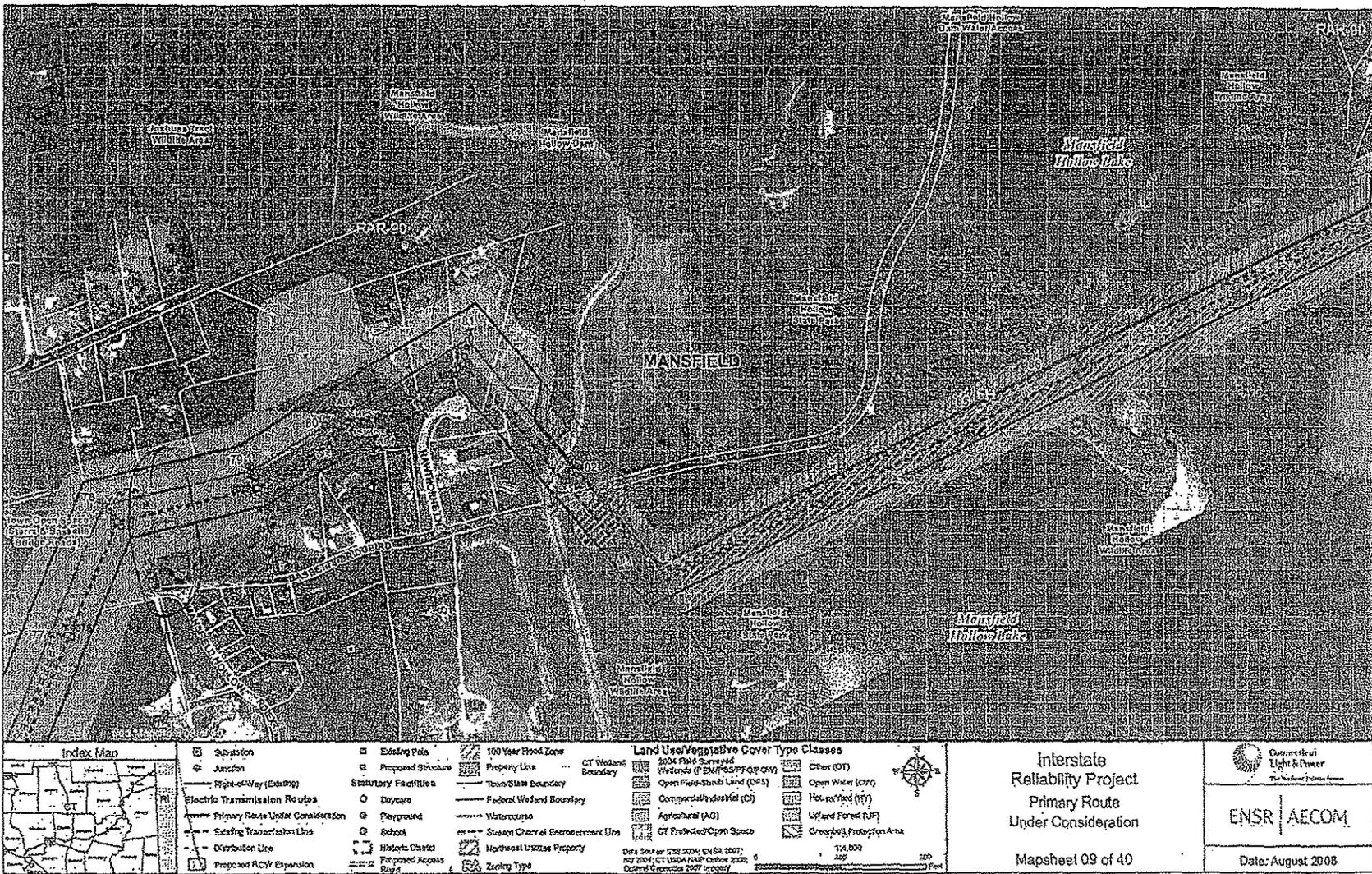
- 100 to 300 feet

Proposed Additional Cleared Right-of-Way Width

- 0 to 90 feet

Road Crossing

- Bassetts Bridge Road between structures 9076 and 9077, and 9081 and 9082



*87 Bassett St. 2nd
 Green Dragon Day Care*

Interstate Reliability Project
 Primary Route Under Consideration
 Mapsheet 08 of 40

ENSR | AECOM
 Date: August 2008

Gregory J. Padick

From: Jessie L. Shea
Sent: Tuesday, October 28, 2008 2:03 PM
To: Gregory J. Padick
Subject: FW: CL&P Interstate Reliability Project

Jessie L. Shea
Town of Mansfield
Planning Office
4 South Eagleville Road
Storrs, CT 06268
(860) 429-3330

From: Diane Dorfer [mailto:diane_dorfer@hotmail.com]
Sent: Tuesday, October 28, 2008 10:25 AM
To: Elizabeth Paterson; Gregory Haddad; Alison W. Blair; Bruce Clouette; Leigh A. Duffy; Helen Koehn; hnesbittgh@mansfieldct.org; Christopher R. Paulhus; Carl Schaefer
Cc: Town Mngr; PlanZoneDept
Subject: CL&P Interstate Reliability Project

Dear Madam Mayor and Council Members,

After attending last night's Council meeting I would like to point out that in their Municipal Consultation Filing (MCF) CL&P proposes two alternative routes for the new power lines that completely avoid Mansfield. In the MCF they are listed as items VI C1 & C2, beginning on page VI 13 of the document. One variation is an overhead route through Windham and the second is an almost entirely underground route through Windham (Willimantic south underground variation). The underground lines would lie under roads. I urge Council members to review the MCF for themselves as it appears to be the most comprehensive document, with the least spin, CL&P has issued. Yes, it is large, but the main body of the MCF is generally very readable and the auxiliary documents are mostly straight forward in their contents.

My family resides at 87 Bassetts Bridge Rd. and we have lines over the back half of our property. I run a licensed home day care, which was not, negligently, citing in the MCF as a statutory facility. Presented within the MCF are route variations that would avoid or distance the lines from any statutory facilities, including a variation that accounts for Mt. Hope Montessori. No such variation was described for us and I plan to ask CL&P to do so. In last night's packet, CL&P does recognize us (Green Dragon Day Care) but gives no details on what the variation would look like.

I would like to further point out that the Willimantic underground variation would avoid a number of obstacles in Mansfield, including, but not limited to, Mansfield Hollow State Park, and three statutory facilities, being Mt. Hope, my day care facility, and Suzanne Charron's home day care on Rt. 195. CL&P does not currently have sufficient Right of Way through Mansfield Hollow and is waiting for a decision from Army Corps and DEP on such.

Thank you for your time, and thank you for your part in maintaining the integrity of Mansfield.

Sincerely, Diane Dorfer

10/28/2008

October 27, 2008

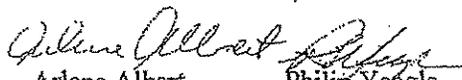
Town Council
Town of Mansfield

We are residents of Mansfield whose house is adjacent to the CL&P right-of-way in which the expansion of capacity for transmission of electrical power is proposed. We oppose this expansion for the following reasons:

1. Blasting for installation of new towers may damage our well water supply;
2. An additional set of power lines will lead to extensive environmental damage from tree removal;
3. Asthetics degradation due to construction will lead to reduction in property values;
4. The damage to Mansfield is not compensated by any benefit to Mansfield since the lines are only for delivery to distant locales;
5. Building two lines adjacent to each other to satisfy regulations for redundancy fails the purpose of those regulations since the sources of such potential damage would impact both transmission lines.

We therefore ask that the Town of Mansfield oppose this expansion .

Sincerely yours,


Arlene Albert Philip Yeagle
466 Bassetts Bridge Road
Mansfield Center, CT 06250

Victor & Richard Civie
160 Beech Mountain Road
Mansfield, CT 06250

Kathleen Shea
P.O. Box 270
Hartford, CT 06141-0270

RE: Project NUSCO - NUE2 (Project)

Ms. Shea:

This correspondence represents our last request to propose to the Connecticut Siting Council the burial of new transmission lines between poles 9073 and 9066 pursuant to CGSS 16-50p(i).

In review, the proposed Project lies in the center of our new subdivision. (See Interstate reliability Project Primary Route Mapsheet 9 of 40 Mount Hope OH and UG Variations)

The Project as it stands or with an underground transfer station at pole 9068 will cause us to suffer significant losses.

In the event this project in its current form is filed with the council, we will be raising funds in support of the Town and neighbors for the underground burial of the complete project in the town of Mansfield. (Web SaveOurTown.us)

I appreciate your consideration.

Sincerely



Victor & Richard Civie
850-456-2022

CC Anthony Mele

Town of Mansfield
CONSERVATION COMMISSION
Meeting of 21 December 2011
Conference B, Audrey P. Beck Building
(draft) MINUTES

Members present: Robert Dahn, Neil Facchinetti, Quentin Kessel, Scott Lehmann, John Silander, Frank Trainor. *Members absent:* Aline Booth (Alt.), Joan Buck (Alt.), Peter Drzewiecki. *Others present:* Interstate Reliability Project: Jeff Buckley (Burns & McDonnell Engineering), Jeffrey Martin (NUSCO), Tony Mele (NU Transmission), John Yarbrough (Carmody & Torrance, LLP); Hawthorne Lane residents: Chris Duers, Wayne Hawthorne, Richard ("Scott") Welden; Grant Meitzler (Wetlands Agent), Linda Painter (Town Planner).

1. The meeting was **called to order** at 7:34p by Chair Quentin Kessel. The Commission agreed unanimously to reorder and expand its agenda to accommodate guests and two items of new business.

2. The draft **minutes of the 16 November meeting**, with the excision of the second sentence of item 5, were approved.

3. Interstate Reliability Project.

a. CL&P has updated its 2008 proposal for a second 345kv transmission line to improve the electric power grid in S. New England. Its preferred alternative remains running the new line through NE Connecticut in the existing right-of-way (ROW) using a second column of poles. Use of monopoles in some sections of Mansfield would slightly reduce the amount of new clearing required in the ROW. The option preferred by the Commission (running the line parallel to I-90 & then down to Manchester) was rejected as more costly (\$700M with greater environmental impact vs. \$532M). Somewhat more costly variations on CL&P's preferred option include placing some sections of the line in Mansfield underground and avoiding Mansfield entirely (at Windham's expense). For details, see Linda Painter's report:

www.mansfieldct.gov/1904/1932/16188/interstate_reliability_project_report.pdf

b. Responding to questions from the Commission, representatives of CL&P indicated that the project aims (1) to eliminate bottlenecks in moving power to S. New England, a net importer of electricity, and (2) to increase the grid's reliability by providing redundancy through a second 345kv circuit. Higher single-pole structures carrying both the old and new 345kv line (which the Commission had suggested in order to avoid additional clearing in the ROW) might achieve(1) but not (2), since failure of a single structure would take out both circuits.

c. **PZC #1177 (Hawthorne La, Conservation Easement).** Residents of Hawthorne Lane have proposed that CL&P slightly 'cut the corner' of its ROW at the Hawthorne La cul de sac so that the buffer of trees in front of their homes does not disappear. This would require liquidating 0.32 acres of a Town conservation easement (and the trees thereon). In exchange, the residents have agreed to offer the town a conservation easement on 0.64 acres of wooded land at the rear of two of their lots. This slight re-routing is not part of CL&P's preferred alternative, but it will be included as an option in its application to the Connecticut Siting Council, provided the Town agrees to the easement swap. After some discussion, the Commission agreed unanimously (**motion:** Lehmann, Dahn) that it had no objection to the proposed exchange of conservation easements. CL&P representatives and Hawthorne La residents left the meeting.

4. IWA referrals. Lehmann visited these sites on the 13 December IWA Field Trip; his report is attached.

a. **W1489 (Town of Mansfield, Woodland Rd).** To address an erosion problem, the Town proposes to redirect drainage from a catchment in Ashford to a wooded area in Mansfield above a wetland, via 180 feet of 18-inch pipe with a level spreader at its egress to control erosion. The Commission does not expect any significant wetlands impact from this project as proposed (**motion:** Lehmann, Trainor; approved unanimously).

b. **W1490 (Eastbrook Mall, 95 Storrs Rd).** Two projects are proposed at Eastbrook Mall: (1) a 14.5K ft² addition to the N end (TJ-Max end) of the building and (2) a pad for a 3.2K ft² building on the grassy triangle at the NE corner of the property between Rt. 195 and Sawmill Brook. (1) requires cutting the existing access road around the N side of the mall into the hill that separates it from Sawmill Brook; (2) requires access from the mall to the new building pad by a bridge over Sawmill Brook. After some discussion, the Commission agreed on the following **motion** (Facchinetti, Silander; all in favor save Dahn, who abstained because he has done work for the developer):

(A) The Commission is concerned about runoff into Sawmill Brook from the Eastbrook Mall parking lots. To provide some protection for the brook, developers of the proposed expansion should eliminate at least as much impervious cover (IC) southwest of the brook as is created by the expansion; in particular, the eliminated IC should be replaced with a broad vegetated berm on the southwest side of the brook. (B) The brook should be protected from sedimentation during construction by adequate erosion-control measures. (C) Realigning the north access road will bring it quite close to the brook, and it is not possible, on the basis of the information provided, to rule out a significant impact on the brook.

c. **W1491 (Cumberland Farms, 4 Corners).** As this application is essentially a resubmission of W1483, the Commission saw no need to revise its comment of 20 July 2011.

5. Executive Session. At approximately 8:50p the Commission voted unanimously (**motion:** Dahn, Facchinetti) to go into executive session to discuss a property acquisition issue; Painter and Meitzler remained in attendance. The executive session ended and the regular meeting resumed at 9:00p (**motion:** Trainor, Dahn; approved unanimously).

6. UConn Water Supply Source Study. UConn has added relocating Fenton Well A farther from the Fenton River to the list of alternative water sources being evaluated.

7. Heidinger Letter. A 14 December letter to the Commission from Kurt Heidinger points out that, in the view of the Attorney General in 2000, UConn (as a state agency) does not qualify as a water company and its operations are therefore not subject to DEEP oversight under the state's aquifer protection program. The Commission agreed to pass Mr. Heidinger's letter along to the Town Council with the recommendation that it address concerns about the lack of legal authority for regulating UConn's use of the Willimantic and Fenton River wellfields.

8. Dark Skies. The Conservation Commissions of Mansfield, Ashford, & Willington will sponsor a showing of "The City Dark," a documentary film on light pollution, at 7:00p, 03 February 2012 at E.O. Smith. A representative from the International Dark Sky Association will attend to answer questions.

9. North Hillside Rd. The Final EIS on this project to connect UConn to Rt. 44 has been issued. The deadline for comments is 23 January 2012.

8. Adjourned at 9:13p.

Scott Lehmann, Secretary, 27 December 2011.

Attachment: Report on 12/13/2011 IWA Field Trip (Scott Lehmann, 12/14)

W1489 (Town of Mansfield, Woodland Rd). What was a seasonal front-yard pond on several lots in Ashford just north of the Mansfield town line is now drained via a catchment & pipe S into Mansfield. At some times of year water gushing from the pipe forms a small stream that erodes a horse pasture off Woodland Rd. To avoid this, the Town proposes to re-direct the water from the catch basin to a wooded area to the SE through 180' of 18" pipe. The water would exit the pipe onto a level spreader about 40' above a wetland. Assuming the drained water isn't contaminated with lawn chemicals, I don't anticipate any significant wetland impact from this project.

PZC1177 (Hawthorne La, Conservation Easement modification). Residents of Hawthorne La will lose a treed buffer between their homes and CL&P's power lines if the Interstate Reliability Project proceeds as proposed: more of CL&P's right-of-way on the N will be cleared for a second column of transmission lines. To save the buffer, the residents have proposed a small alteration in the right-of-way, which would run it through a 0.35 acre triangle of woods on which the Town holds a conservation easement (the trees -- including a large white pine -- on this parcel would be cleared for the transmission lines).

When the proposal came before the Commission in July 2010, we suggested that the Town acquire a conservation easement on the treed buffer as a quid pro quo. However, this turns out to be legally very complicated (an Attorney Enrichment Program). The residents have now proposed exchanging the Town's 0.35 acre conservation easement for one on 0.35 acres of woods at the rear of one of their lots, abutting an existing Town conservation easement. Field Trip participants located the area on a map but did not walk back to it.

Lifting the encumbrance on the wooded triangle represented by the Town's conservation easement is a necessary but not sufficient condition for relocating the right-of-way. If the easement is out of the way, CL&P is prepared to propose adjusting the right-of-way accordingly to the Connecticut Siting Council (under a provision allowing such adjustments for EMF mitigation). However, the cost of relocating the existing lines is on the order of \$1M, which would be passed along to rate-payers, and the Siting Council may not approve.

W1490 (Eastbrook Mall, Storrs Rd) Two projects are proposed: (1) an addition to the TJMax-end of the mall that would cover the parking area and some of the roadway to the N (the new roadway would be cut into the hill separating the mall from Sawmill Br), and (2) a pad for a small building in the grassy triangle of land between Sawmill Br and Rte 195, to be accessed by a bridge over Sawmill Br and a cut to Rte 195. The relocated road would be quite close to the brook at its E end, but they would still be separated by a rise. A bridge over the brook, here channelized, would further compromise it, in my view. It is not clear to me why a small building could not be located in the present parking lot, which was half empty when we visited, less than two weeks before Christmas.

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Linda Painter, Director of Planning and Development
Date: January 9, 2012
Re: Community Water/Wastewater Issues – K. Heidinger Correspondence

Subject Matter/Background

Attached please find the previously distributed October 31, 2011 letter from Mr. Kurt Heidinger as well as a new letter dated December 14, 2011. As discussed at the December 12, 2011 meeting, I have prepared a draft response to Mr. Heidinger's October communication, should you choose to respond. Staff has not had an opportunity to review the concerns raised in the December correspondence.

Among other matters, in his December 2011 correspondence Mr. Heidinger notes his concern regarding the regulation of the UConn water system. While the state Attorney General has ruled that UConn is not considered a "water company" under state statute, the University is subject to the state's water quality regulations.

There are a host of issues regarding the future of the Town's water supply that we will address over time as we move forward with the Four Corners water and sewer project and our collaborative effort with UConn to bring additional water supply to Mansfield to serve both university and municipal needs. These issues include the regulation of the water supply system, as noted by Mr. Heidinger in his October correspondence, the issue of governance and other items. With respect to the existing governance model, the Town has two representatives (Town Manager and Director of Planning and Development) that serve on the UConn water and wastewater policy advisory committee. At a staff level, we have informed our University counterparts that the Town would most likely seek changes in the governing structure to provide the municipality with a greater say in water and wastewater policy issues if Mansfield were to make a substantial investment in a shared water and wastewater system.

In staff's view, we need to continue to work through these policy issues in a deliberative way in partnership with the University. We see the first major step as

completing the environmental impact evaluation (EIE) to determine whether we have feasible alternatives to bring additional water supply to serve university and municipal needs. Assuming that we are eventually able to identify this additional water supply source, we would be in a better position to address these other policy matters such as governance and the regulatory framework.

Staff will be available at Monday's meeting to address any potential response to Mr. Heidinger's communications as well as the additional points that I have highlighted.

Attachments

- 1) K. Heidinger correspondence dated 10/31/11
- 2) K. Heidinger correspondence dated 12/14/11
- 3) D. Morse & J. Hall correspondence dated 12/27/11
- 4) Draft response to K. Heidinger 10/31/11 correspondence

Kurt Heidinger
1 Stage Rd.
Westhampton, MA
01027

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

10.31.11

Dear Mansfield Town Council,

I have attached the Attorney General's formal opinion of 2000, that says the University of Connecticut is not a water company. This opinion is of importance to the Council, because it organizes the legal responsibilities and obligations of government agencies empowered by statutes to regulate the management of public water systems, like the one that provides water to Mansfield Town Hall, and private businesses and citizens in Storrs.

The opinion is of importance to the Council, also, because the Attorney General acknowledged that it placed the publicly-owned water system in Storrs into a nebulous legal and regulatory status, that has no parallel in the state. A result of the opinion is that the publicly-owned water system in Storrs lies outside of some or all of the water company statutes, all alone by itself—which creates regulatory confusion, as each agency is acting without surety of the empowerment those statutes provide. For this reason, he and Representative Denise Merrill supported legislation raised by Senator Donald Williams to return the publicly-owned water system in Storrs to the regulatory regime standard and normal for every other public drinking water source, urban or rural, in the state. This legislation, and another similar bill raised by Senator Williams, failed to pass and become law.

Because of this, the Town of Mansfield and significant group of private business owners and citizens are buying a water product that is not regulated according to the norms enjoyed by water consumers everywhere else in the state.

Moreover, the nebulous legal and regulatory status of the publicly-owned water system in Storrs remains nebulous, as can be ascertained by the next two documents I have attached.

In 2000, the University formalized the water service it provides to Mansfield—"the town will pay the University"—in document "B" which, as the most recent agreement held in Mansfield's town records, has legal bearing. The next document ("C") plainly reveals UConn is *not* supplying, or being paid for, the water Mansfield gets from the publicly-owned water system in Storrs. The Connecticut Water Company is. Is UConn not in breach of contract, in at least two ways, then?

For this reason—and in the political context of the planning for, and institution of, a much larger, vastly more expensive & complex, publicly-owned water system in Storrs—it is the Council's responsibility to its constituents to know exactly what entity is supplying Mansfield with water, and under what regulatory regime—and where the paperwork is for all of this.

Without the paperwork, anything goes—and that's no way to manage an absolutely vital large public water system, whose short- and long-term economic value exceeds that of any infrastructure.

These questions are answerable, and the Council must honorably exercise the powers vested in it to get them answered:

1) The final attached document "D," states the "UNIVERSITY shall bill the TOWN."

Does the University bill the town?

If so, can these billing records be produced for the Council's perusal?

Does the University "establish unit water service, rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis...prior to the first billing of each fiscal year"?

If so, can these records be produced for the Council's perusal?

Does the University "establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis...prior to the first billing of each fiscal year"?

If so, can these records be produced for the Council's perusal?

Is the water and sewer agreement, "renewed on an year-to-year basis"?

If so, can these records of agreement authorizing the annual renewals be produced for the Council's perusal?

2) If UConn has sub-contracted Connecticut Water to sell water to Mansfield, does the Town of Mansfield have a legal record—a signed contract—that authorizes this sub-contracting, and that clearly delineates the services Connecticut Water is providing?

If so, can it be produced for the Council's perusal?

3) If UConn has sub-contracted Connecticut Water to sell water to Mansfield, is the constellation of statutes that apply to water companies now applicable, and if so, is there an authorized statement—a signed contract—that confirms this?

Can it be produced for the Council's perusal?

4) If the town of Mansfield and a significant group of private business owners and citizens in Storrs are being directly billed by, and buying water from, the Connecticut Water Company, does Mansfield have a signed contract with Connecticut Water Company in its records?

If so, can it be produced for the Council's perusal?

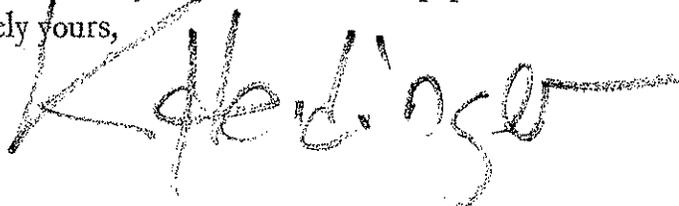
5) If UConn has vacated its title to the publicly-owned water system in Storrs, and conferred it to Connecticut Water Company, does the town of Mansfield have a record of this?

If so, can it be produced for the Council's perusal?

With the highest respect for the duties you ably shoulder,
of honoring and protecting the rights, health and economic well-being
of the businesses and citizens you serve,

I await your report that ascertains what entity is supplying Mansfield and a significant group of private business owners and citizens in Storrs with water, and ascertains under what regulatory regime (else there is no regime), and ascertains where in your town offices the paperwork is for all of this,

sincerely yours,





GEORGE JEPSEN OFFICE OF THE ATTORNEY GENERAL

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Attorney General's Opinion

Attorney General, Richard Blumenthal

November 29, 2000

Philip E. Austin
President
University of Connecticut
352 Mansfield Road
U-48
Storrs, CT 06269

Dear President Austin:

Watershed lands are among Connecticut's most precious natural resources -- a legacy for future generations that we have a responsibility to preserve and protect. Besides their vital role in protecting the purity of the state's water supplies, the natural beauty of these lands, undisturbed and tranquil, provides a refuge and respite from development and commercialism. These pristine lands are irreplaceable; once developed they are forever lost.

For these reasons, almost 25 years ago the Connecticut legislature took direct and significant action to stop the loss of these lands, setting forth a primary policy and objective to preserve and conserve watershed land as open space. The State's policy was embodied in a moratorium on utility company land sales, a land classification system and a requirement of prior notification of proposed land sales to the State, municipalities and private conservation groups, providing them with a first option to purchase such property. Twice, this system was successfully defended against constitutional attack, all the way to the United States Supreme Court. The State's commitment to these lands has been consistently renewed yearly through significant appropriations made by the Connecticut legislature for their purchase and preservation.

As part of the program known as UConn 2000, a vital component of the State's commitment to higher education, the University of Connecticut has undertaken development and expansion of its campus to increase and enhance the educational opportunities that the University offers. This extremely important program has involved development of watershed land where the University is situated. As a consequence of the continuation of the UConn 2000 program, you have asked the Department of Public Health and this office whether, as a matter of law, the University is a "water company" as that term is defined in the General Statutes, subjecting the University's watershed land to the statutory protections and restrictions imposed on private utility companies.

According to the plain language of the law, the University is not a "water company" within the narrow definition contained in the statute, that is, for purposes of the State's watershed land development restrictions. A clear and long settled principle of law provides that the State is not subject to a statutory requirement or responsibility unless there is a specific reference to the State or its agencies in the statute. *State v. Shelton*, 47 Conn. 400 (1879); *Charter Communications Entertainment v. University of Connecticut*, 2000 Conn. Super. LEXIS 770. In this case, the definition of "water company" set forth in *Conn. Gen. Stat. § 25-32a* does not specifically refer to the State or its agencies and it is, therefore, inapplicable to them. In contradistinction, the State is specifically referenced in *Conn. Gen. Stat. § 25-32(a)*, as amended by *Public Act 00-90*, subjecting the University to the State's regulation of the purity and adequacy of the water that it supplies to its students.

While as a legal matter the University is not subject to the panoply of valuable protections established by the State to preserve watershed property, the University should carefully consider whether each step of continuing development at the University is consistent with the State's long and firmly established statutory policy to conserve and preserve watershed and open space land. I am confident that these significant state policies, designed to further both education and the environment, can be harmonized for the benefit of all Connecticut citizens. Indeed, protecting natural resources -- watershed areas specifically and the environment generally -- can enhance your educational mission by setting a good example of advancing the spirit of the law, as well as complying with its letter.

Very truly yours,

RICHARD BLUMENTHAL
ATTORNEY GENERAL

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University of Connecticut
Office of the President

"B"

Thomas Q. Callahan
Associate Vice President

July 5, 2000

Mr. Martin Berliner
Town Manager's Office
4 South Eagleville Road
Mansfield, CT 06268

Dear Marty:

I write to respond formally to the Town of Mansfield's request to the University to provide water to the Town's proposed community center.

As you know, the University already provides water to several commercial, residential and municipal users in Mansfield. A partial list of the users who presently rely on the University's water system include: the Mansfield Town Hall, Region 19 E.O. Smith High School, the Mansfield Senior Center, Wright's Village Apartments, Glen Ridge Cooperatives, Holinko Estates Apartments and the Storrs commercial area. Over the past several years, the University's water capacity and supply plan has been of ongoing interest to Mansfield's elected officials, which is understandable in light of the University's presence in Mansfield and the reliance of so many of the town's residents and businesses rely on the University's water system. The importance of water supply may likely become more pronounced due to our recent agreement to work together to strengthen the commercial areas adjacent to the University or to undertake other projects under consideration such as assisted living facilities.

We are delighted that earlier this month the Town Council authorized you to prepare a comprehensive water supply plan that projects the demands of Mansfield's residential, commercial and municipal users over the next 10 to 30 years and evaluates the Town's options for meeting this demand. This is an important strategic issue for both Mansfield and the University. We will support your efforts in every possible way.

It is within this broader context that I am authorized to inform you that the University will provide water for the community center pursuant to following framework. It is our understanding that the community center will be located adjacent to Audrey Beck Municipal Building and that the projected water demand for this new facility is approximately 5,000 gallons per day. The town assumes sole responsibility for all costs incurred for connecting to the University's existing water lines. The plans for connecting must be reviewed and approved by the University. In addition, the town will pay the University the prevailing water rate based on actual metered usage. We expect the incremental demand placed on the University's water supply by the community center, as well as the ongoing demand of Mansfield's municipal, commercial and residential users presently connected to the University's water system, will be included in the Town's water supply analysis. We also expect that these users would be serviced in the future by whatever alternative the Town ultimately chooses to pursue.

An Equal Opportunity Employer

352 Mansfield Road, Gidley Hall, U-48
Storrs, Connecticut 06269-2048

Telephone: (860) 486-2927
Facsimile: (860) 486-2627

Martin Berliner

-2-

July 5, 2000

The University recognizes that the community center is a priority for Mansfield's elected officials and residents. We are pleased that the University is once again able to assist you.

Sincerely,



Cc: P. Austin; J. Petersen; D. Dreyfuss; L. Schilling;

Info: The Honorable Donald Williams; The Honorable Edith Prague;
The Honorable Tony Guguliero; The Honorable Denise Merrill



Town of Mansfield
4 South Eagleville Road
Storrs, CT 06268

Purchase Order # 22362

Please include this Purchase Order # on correspondence
MUNICIPAL IS TAX EXEMPT

Page 1 of 1
PO Date: 27-Jul-2011

Send all
Invoices to:

FINANCE DEPARTMENT
TOWN OF MANSFIELD
4 SOUTH EAGLEVILLE ROAD
STORRS-MANSFIELD, CT 06268-0000

Ship To:

FINANCE DEPARTMENT
TOWN OF MANSFIELD
4 SOUTH EAGLEVILLE ROAD
STORRS-MANSFIELD, CT 06268-0000

NEWUS
CONNECTICUT WATER COMPANY
PO BOX 9683
MANCHESTER, NH 03108-9683

003621-01

WC

Qty	Unit	Description (Date/Option)	Unit Price	Freight	Other	Line Total
		Back Building 4/6/11-7/6/11	\$982.75	\$0.00	\$0.00	\$982.75
		111-30900-53230-05-02803 Hard Water Sewer	352.75			
		Community Center 4/6/11-7/6/11	\$3,357.58	\$0.00	\$0.00	\$3,357.58
		250-44103-53230-23-06 Water Sewer	357.58			
		Mansfield Day Care 4/6/11-7/6/11	\$836.71	\$0.00	\$0.00	\$836.71
		231-47124-53230-05-00208 Cold Water Sewer	356.71			

AUG 16 2011

234387/88 | 234334 | 4586.04
7/12/11

7/12/11

PO# 22362 \$4,586.04

Please send one copy of your invoice. Enter this criteria accordance with stated prices, terms, delivery method and specifications shown above. Please notify us if you are unable to ship as specified.

The balance in the above listed account(s) is sufficient to liquidate the amount of this order.

Christina Linder

Internal Use Only
Dept Group: TOWN
PO Type: R
Fiscal Year: 2012
Entered By: ROWLEYKJ

WHITE-VENDOR GREEN-ENCUMBRANCE PINK-RECEIVING GOLD-DEPT

TOWN-PO

"D"

TOWN OF MANSFIELD
UNIVERSITY OF CONNECTICUT
SEWER & WATER SERVICE AGREEMENT

This agreement shall become effective on the 1st day of January, 1989, between:

The TOWN OF MANSFIELD, acting by and through its Town Council, hereinafter referred to as "TOWN".

The UNIVERSITY OF CONNECTICUT, acting by and through its Board of Trustees, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, Special Act NO. 78-79 and Public Act No. 85-544 of the State of Connecticut Legislature authorize the UNIVERSITY to enter into agreements with the Mansfield Retirement Community, Inc., the Town of Mansfield, and the Mansfield Housing Authority to provide sewer and water service to facilities for predominantly low and moderate income elderly persons, and

WHEREAS, extensions of the UNIVERSITY'S sewer and water systems have been made for these purposes, and said systems are now in place, complete and functional, and

WHEREAS, UNIVERSITY also supplies water to and collects sewage from the Audrey P. Beck Municipal Building, and

WHEREAS, TOWN and UNIVERSITY are now jointly interested in entering into a formal agreement with each other setting forth the terms and conditions of all said water and sewer services, and

WHEREAS, the terms and conditions of said sewer service have been set forth in the UNIVERSITY'S sewer operating ordinance approved by the Connecticut Department of Environmental Protection and U.S. Environmental Protection Agency attached hereto in part as Appendix A, and by reference made a part hereof, and

NOW, THEREFORE, in consideration of the above premises and the agreements and commitments hereinafter following, TOWN and UNIVERSITY do hereby agree as follows:

I. WATER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall provide water service to: Mansfield Retirement Community, Inc., (Juniper Hill), the Town of Mansfield Senior Center, the Town of Mansfield Housing Authority's Wright's Village, Development and the Mansfield Cooperative's Glen Ridge for a maximum population of approximately five hundred (500) persons, and water service to the Audrey P. Beck Building and Mansfield Housing Authority's Holinko Estates as set forth herein. In addition, water service shall be provided to a nursing facility of one hundred twenty (120) bed maximum when and if such facility is constructed. Said water service shall be in accordance with the quality, quantity and pressure standards for potable water as set forth in sections 19-13-B102 of the Connecticut Public Health Code, excepting that no fire hydrants shall be permitted in the distribution lines beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads.

UNIVERSITY shall maintain adequate sources of supply, treatment facilities, storage facilities, and distribution lines to provide said water service now and for the terms of this Agreement except that the TOWN shall maintain or cause to be maintained all distribution lines, meters and auxiliaries associated with the above referenced facilities beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads in accordance with the UNIVERSITY'S operation and maintenance methods and accepted standards for water distribution systems.

UNIVERSITY shall bill the TOWN for the water consumed by the above referenced facilities. Said billings shall be on a semi-annual basis based on meter readings located at or near these establishments.

UNIVERSITY shall establish unit water service rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis. Said rates shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing of each fiscal year.

II. SEWER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall receive sanitary sewage generated only by the facilities named in the first paragraph of Section I above.

TOWN shall cause said sewage from these facilities to be delivered to the UNIVERSITY's sewer system by means of owned and maintained system consisting of a pump station located on Eagleville Road and a 6" force main location on South Eagleville Road, Westwood Road, and Hillside Circle discharging into the UNIVERSITY'S gravity sewer system.

TOWN shall be responsible for the operation and maintenance of said pump station and force main in accordance with UNIVERSITY specifications and standard operation procedures at no cost to UNIVERSITY. To this end, TOWN shall permit UNIVERSITY inspection and approval of TOWN design, construction, maintenance and operation of these facilities whenever appropriate.

UNIVERSITY shall maintain, expand and enlarge, as necessary, any and all of its facilities so as to maintain adequate collection and treatment facilities for said sewage from the TOWN as described above now and for the term of this Agreement.

UNIVERSITY shall bill the town for the sewage accepted from the above referenced facilities.

UNIVERSITY shall establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis. Said user charges shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing each fiscal year.

III. TERM AND AGREEMENT:

This Agreement shall be binding upon the parties, their successors and assigns for a period of five years, and thereafter shall be renewed on a year-to-year basis unless otherwise terminated by either party sixty days in advance of the anniversary date.

Where are the records of these bills?

Where are these records?

Where are these records?

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF MANSFIELD
STATE OR COUNTY

UNIVERSITY OF CONNECTICUT

Martin H. Berliner 6-27-89
Martin H. Berliner
Town Manager

Sallie A. Giffen 5/5/89
Sallie A. Giffen
Vice President for
Finance and Administration

Recommended as to form
and content:

Attest:

[Signature]
Town Attorney

[Signature]
Paul M. Shapiro
Assistant Attorney General

Kurt Heidinger
1 Stage Rd.
Westhampton, MA
01027

Mansfield Conservation Commission
Mansfield Town Council
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT
06268

12.14.11

Dear Mansfield Conservation Commission and Mansfield Town Council,

As the Mansfield Conservation Commission is "charged with advising the Town Council, the Planning and Zoning Commission, and other Town agencies and officials on policies and issues relating to the development, conservation, supervision, and regulation of natural resources (including water resources) within the Town of Mansfield," I am writing in the hopes of clarifying, by stimulating recorded discussion about, exactly what enforcement powers the CT Dept. of Energy and Environmental Protection has as in Storr's "Aquifer Protection Areas."

I have attached the Attorney General's formal opinion of 2000, that says the University of Connecticut is not a water company. This opinion is of importance to the Commission and the Council; because it organizes the legal responsibilities and obligations of government agencies empowered by statutes to regulate the management of public water systems, like the one that provides water to Mansfield Town Hall, and private businesses and citizens in Storrs.

The opinion is of importance to the Commission and Council, also, because the Attorney General acknowledged that it placed the publicly-owned water system in Storrs into a nebulous legal and regulatory status, that has no parallel in the state. As he pointed out:

A clear and long settled principle of law provides that the State is not subject to a

statutory requirement or responsibility unless there is a specific reference to the State or its agencies in the statute. State v. Shelton, 47 Conn. 400 (1879); Charter Communications Entertainment v. University of Connecticut, 2000 Conn. Super. LEXIS 770. In this case, the definition of "water company" set forth in Conn. Gen. Stat. § 25-32a does not specifically refer to the State or its agencies and it is, therefore, inapplicable to them.

A result of the opinion is that the publicly-owned water system in Storrs lies outside the "water company" statutes. For this precisely this reason, the Attorney General and Representative Denise Merrill supported legislation raised by Senator Donald Williams to return the publicly-owned water system in Storrs to the regulatory regime standard and normal for every other public drinking water source, urban or rural, in the state. This legislation, and another similar bill raised by Senator Williams, failed to pass and become law.

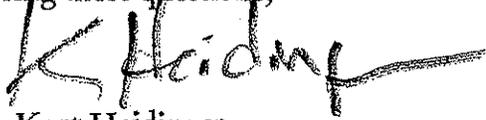
Given your capacities as representatives of Mansfield's interests in ensuring that the publicly-owned water it pays for & consumes is regulated according to state norms,

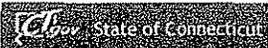
do you know if the University of Connecticut is specifically referred to in CT's Aquifer Protection statutes?

If it isn't, does that mean that the Attorney General is correct:

the DEEP has no statutory power to enforcement its regulations in or over the "Aquifer Protection Areas" in Storrs?

Please accept my thanks for your consideration in contemplating and answering these questions,


Kurt Heidinger



Governor Dannel P. Malloy |

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Attorney General's Opinion

Attorney General, Richard Blumenthal

November 29, 2000

Philip E. Austin
President
University of Connecticut
352 Mansfield Road
U-48
Storrs, CT 06269

Dear President Austin:

Watershed lands are among Connecticut's most precious natural resources -- a legacy for future generations that we have a responsibility to preserve and protect. Besides their vital role in protecting the purity of the state's water supplies, the natural beauty of these lands, undisturbed and tranquil, provides a refuge and respite from development and commercialism. These pristine lands are irreplaceable; once developed they are forever lost.

For these reasons, almost 25 years ago the Connecticut legislature took direct and significant action to stop the loss of these lands, setting forth a primary policy and objective to preserve and conserve watershed land as open space. The State's policy was embodied in a moratorium on utility company land sales, a land classification system and a requirement of prior notification of proposed land sales to the State, municipalities and private conservation groups, providing them with a first option to purchase such property. Twice, this system was successfully defended against constitutional attack, all the way to the United States Supreme Court. The State's commitment to these lands has been consistently renewed yearly through significant appropriations made by the Connecticut legislature for their purchase and preservation.

As part of the program known as UConn 2000, a vital component of the State's commitment to higher education, the University of Connecticut has undertaken development and expansion of its campus to increase and enhance the educational opportunities that the University offers. This extremely important program has involved development of watershed land where the University is situated. As a consequence of the continuation of the UConn 2000 program, you have asked the Department of Public Health and this office whether, as a matter of law, the University is a "water company" as that term is defined in the General Statutes, subjecting the University's watershed land to the statutory protections and restrictions imposed on private utility companies.

According to the plain language of the law, the University is not a "water company" within the narrow definition contained in the statute, that is, for purposes of the State's watershed land development restrictions. A clear and long settled principle of law provides that the State is not subject to a statutory requirement or responsibility unless there is a specific reference to the State or its agencies in the statute. *State v. Shelton*, 47 Conn. 400 (1879); *Charter Communications Entertainment v. University of Connecticut*, 2000 Conn. Super. LEXIS 770. In this case, the definition of "water company" set forth in *Conn. Gen. Stat. § 25-32a* does not specifically refer to the State or its agencies and it is, therefore, inapplicable to them. In contradistinction, the State is specifically referenced in *Conn. Gen. Stat. § 25-32(a)*, as amended by *Public Act 00-90*, subjecting the University to the State's regulation of the purity and adequacy of the water that it supplies to its students.

While as a legal matter the University is not subject to the panoply of valuable protections established by the State to preserve watershed property, the University should carefully consider whether each step of continuing development at the University is consistent with the State's long and firmly established statutory policy to conserve and preserve watershed and open space land. I am confident that these significant state policies, designed to further both education and the environment, can be harmonized for the benefit of all Connecticut citizens. Indeed, protecting natural resources -- watershed areas specifically and the environment generally -- can enhance your educational mission by setting a good example of advancing the spirit of the law, as well as complying with its letter.

Very truly yours,

RICHARD BLUMENTHAL
ATTORNEY GENERAL

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David Morse & Joan Joffe Hall
64 Birchwood Hts.
Storrs, Connecticut 06268

27 December 2011

Dear members of the Mansfield Conservation Commission:

This letter to apprise you of our efforts as customers of Connecticut Water Co. to obtain information as to whether our local water distribution system falls under the purview of those laws and regulations that govern public water elsewhere. That's the substance of a letter we addressed to Attorney General George Jepsen, dated 21 September 2011. (Please see attached.)

In subsequent phone exchanges with the Attorney General's office, we learned that our query was forwarded first to the A.G.'s Environment Protection office, given a File # 401017, and then ended up with the Health and Education Dept. Our correspondent, Cindy, was to get back to us. In a phone call earlier this month she explained that the A.G. did not offer rulings in response to inquiries from the public.

We feel a bit stymied. As customers of Connecticut Water Co. and citizens of Mansfield, we don't know whether our watershed and distribution system is afforded the same oversight, protections, and public governance that protect other systems. The situation seems murky and poorly understood by town authorities. The need for clarification is of special concern in light of (1) UConn's refusal last February to provide water for an assisted-living center in town, and (2) as UConn and/or the Town of Mansfield seek to expand the water supply to accommodate increased demand from the proposed industrial park and for development at Four Corners.

In addition, Mansfield, Coventry and Tolland have received a grant to coordinate regional development. Necessarily this will include cooperation around water resources. It is vital for planning purposes to determine whether any such expansion effort is undertaken in an environmentally and responsible manner, and whether Connecticut Water Co. is operating within the body of law that governs water companies.

Knowing that the Conservation Commission is charged with advising the Mansfield Town Council and the Planning and Zoning commission on issues pertaining to the development, conservation, supervision and regulation of water resources, we raise this concern with you and ask that this letter and the attached letter to the Attorney General become part of the public record.

Thank you for your consideration. We hope the issue can be resolved soon.

Sincerely,
David Morse & Joan Hall

Cc: Linda Painter, Director Planning & Development

Handwritten signatures of David Morse and Joan Hall. The signature of David Morse is written in dark ink and is positioned above the signature of Joan Hall, which is written in a lighter ink.

David Morse & Joan Joffe Hall

64 Birchwood Hts.
Storrs, Connecticut 06268

21 September 2011

George Jepsen, Attorney General
State of Connecticut
55 Elm St.
Hartford, CT 06106

Dear Attorney General Jepsen,

As you can see from the enclosed receipt, we live in Storrs, and are paying customers of Connecticut Water, Inc.

In your capacity as protector of the public interest, could you please give us a list of the drinking-water watershed land-protection statutes that, in the wake of Formal Opinion 2000-032, CT Water is required by law to follow?

I ask for this enumeration because we pay for a drinking-water product and would like to see, in writing, that our water is produced and protected in accordance with the same laws governing all other large drinking-water producers in Connecticut.

Thank you.

Sincerely,

David Morse and Joan Hall

TOWN OF MANSFIELD
OFFICE OF THE TOWN MANAGER



Matthew W. Hart, Town Manager

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3336
Fax: (860) 429-6863

January XX, 2012

Mr. Kurt Heidinger
1 Stage Road
Westhampton, Massachusetts 01027

Dear Mr. Heidinger:

The Town Council has authorized me to respond to your correspondence dated October 31, 2011. While I cannot provide specific detail on several of your questions, I can provide some answers and guidance. I have responded below to each of your questions in the order in which you presented them.

- 1) In 1989, the Town and the University executed its sewer and water service agreement. The Town Council does not specifically authorize the renewal of the agreement on an annual basis as the contract automatically "rolls-over" each year. As set out in section III, either party may terminate the agreement within 60 days of the anniversary date (January 1st of each year).

The University does bill the Town for water and sewer service, using Connecticut Water Company (CWC) as its operator and manager. The University does periodically adjust its rates for these services. The Town's billing records are certainly available to the Town Council, and members of the public who wish to access these records may submit a request under the Town's Freedom of Information Act (FOIA) policy. The Town maintains these billing records for the length of the state-required records retention period.

- 2) The Town has a copy of the University's 2006 contract with CWC and you can obtain a copy of this document by filing an FOIA request with our Town Clerk's Office. The Town does not have a copy of the University's 2010 renewal or extension agreement with CWC and I would refer you to UConn or CWC to obtain a copy of that document.
- 3) My understanding is that UConn's contract with CWC has not affected the applicability of state statutes regarding water companies to the University. However, I would direct you to the University or other appropriate state agency for a more specific response to this question.

- 4) The Town contracts with the University and does not have a separate contract with CWC.
- 5) My understanding is that the University has not transferred ownership of any of its assets to CWC. CWC serves as the operator and manager of the University's water supply system and has not assumed ownership of any of the infrastructure.

I hope that this information is helpful to you.

Sincerely,

Matthew W. Hart
Town Manager

CC: Town Council
Barry Feldman, Chief Operating Officer, University of Connecticut
Richard Orr, Executive Officer, University of Connecticut



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Linda Painter, Director of Planning and Development; Jennifer Kaufman, Parks Coordinator
Date: January 9, 2012
Re: Open Space Acquisition - Hickory Lane-Lot 7 (AKA Lot 19 River Ridge Estates)

Subject Matter/Background

Eileen Ossen has offered to donate property located on Hickory Lane northeast of Elizabeth Road to the Town for open space purposes. The subject property (Lot 19 River Ridge Estates, aka Hickory Lane Lot 7) was created in 1971 as part of the River Ridge Estates Subdivision. The property has remained undeveloped since the subdivision was recorded, and is located adjacent to open space dedicated to the town as part of the subdivision (see attached location map and aerial photograph).

Pursuant to the Planning, Acquisition and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements, a public hearing is required for any proposed land acquisition. As part of the public hearing process, neighboring property owners will be notified and the proposed acquisition will be referred to the Planning and Zoning Commission in accordance with Connecticut General Statutes Section 8-24.

Financial Impact

The assessed value of this parcel is \$18,850 as the site is not considered to be a building lot for assessment purposes. The most recent annual tax assessment for the parcel was \$494.91.

Legal Review

No legal review is required at this time. If the acquisition is approved, staff will work with the Town Attorney to prepare the necessary documents for transfer of the property to Town ownership.

Recommendation

In accordance with the Planning, Acquisition and Management Guidelines, staff recommends that the Council refer the proposed acquisition to the Planning and

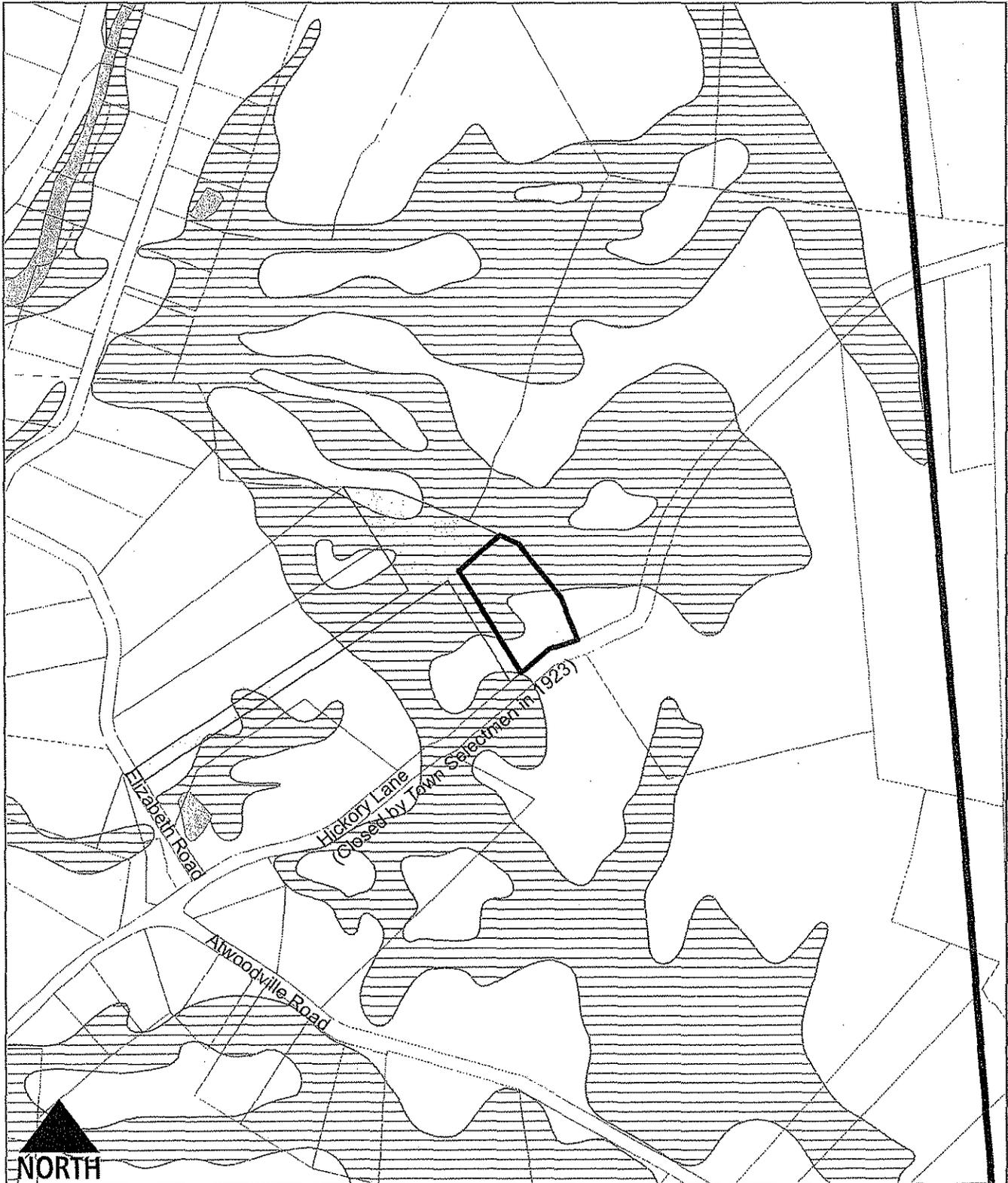
Zoning Commission and schedule a Public Hearing for January 23, 2012 to receive public comment regarding the proposed acquisition. Notice of the public hearing will be provided to neighboring property owners.

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

Move, to refer the proposed acquisition of Hickory Lane Lot 7(aka Lot 19 River Ridge Estates) to the Planning and Zoning Commission for review under §8-24 of the Connecticut General Statutes and to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on January 23, 2012 to receive public comment regarding the proposed acquisition by the Town.

Attachments

- 1) Location map
- 2) Aerial Photograph



Legend

- | | |
|---|---|
|  Town Boundary |  Open Space |
|  Hickory Lane-Lot 7 | Property Size: 2.8 Acres |
|  Wetlands | Zoning: RAR-90 |



Legend

 Hickory Lane-Lot 7

 Town

Open Space





**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development
Date: January 9, 2012
Re: Dog Lane Utility Easement (Storrs Center)

Subject Matter/Background

As part of the Storrs Center project, the intersection of Dog Lane with Storrs Road is being re-aligned and shifted to the north. While the land for the new section of Dog Lane has been transferred to the town, the road has not yet been constructed and accepted. The electrical service for Phase I will ultimately be in the new Dog Lane right-of-way; however, until that right-of-way is finalized, CL&P is requiring a standard utility easement before they will place electrical utilities in the area shown on the attached map.

Currently, temporary power in the form of generators is being provided to facilitate construction of Phase IA. However, a permanent power source is needed to allow construction to remain on schedule. As such, Storrs Center Alliance has requested that the Town provide the easement being required by CL&P as soon as possible. Pursuant to Section 12.02 of the Development Agreement, the Town is obligated to provide utility easements to utility providers as may be necessary for the development.

As time is of the essence, on December 12, 2011, on the advice of the Town Attorney, I referred this item to the Mansfield Planning and Zoning Commission for review and comment per Connecticut General Statutes §8-24 and informed the Council of this action. The Commission recommended the proposed utility agreement be granted at their December 20, 2011 regular meeting and passed the attached motion.

Recommendation

Based on the recommendation from the Mansfield Planning and Zoning Commission, I recommend the Council authorize the utility easement.

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

Move, effective January 9, 2012, that the Town Manager be authorized to grant the proposed utility easement to Connecticut Light and Power as it is consistent with Mansfield's Plan of Conservation and Development, the approved Storrs Center Master Plan and the Development Agreement between the Town and Storrs Center Alliance.

Attachments

- 1) Planning and Zoning Commission re: Dog Lane Utility Easement (Storrs Center)



**PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD**

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

To: Town Council
From: Planning and Zoning Commission
Date: Tuesday, December 20, 2011
Re: 8-24 Referral: Dog Lane Utility Easement (Storrs Center)

At a meeting held on 12/19/11, the Mansfield Planning and Zoning Commission adopted the following motion:

“that the PZC report to the Town Council that the PZC recommends that the Town Manager be authorized to grant the proposed utility easement to Connecticut Light and Power as it is consistent with Mansfield’s Plan of Conservation and Development, the approved Storrs Center Master Plan and the Development Agreement between the Town and Storrs Center Alliance.”

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Dennis O'Brien, Town Attorney
Date: January 9, 2012
Re: Agreement between Regional School District #19 Board of Education and E.O. Smith High School Teachers' Association

Subject Matter/Background

The Regional School District #19 Board of Education and the E.O. Smith High School Teachers' Association have agreed to the attached three (3) year successor agreement. In accordance with Connecticut General Statutes (CGS) 10-153d(b), on December 28, 2011 the Regional School District #19 Board of Education filed with the Town Clerk a copy of the contract between the parties.

Town staff does not participate in labor relations involving Regional School District #19 Board of Education employees. However, Councilor Moran did attend the Board's initial preparation session as the Council's representative.

Pursuant to Connecticut General Statutes section 10-153d(b) & (c), apparently part of the "Teachers Negotiating Act" (TNA), it appears to me and to the Town Attorney that the Town Council (the "legislative body" as that term appears in the statute) may exercise one or possibly more of the following four options within 30 days of the aforementioned December 28, 2011 filing date:

- 1) Ratify/approve the contract;
- 2) Direct me as Town Manager to request in writing no later than fifteen days from said filing date that the Region 19 Board of Education call a district meeting to "consider" the contract;
- 3) Take no action, in which case the contract shall be considered to have been ratified by the Town as of the date which is thirty days after the December 28, 2011 filing date; or
- 4) Reject the contract, in which case it appears from a literal reading of section 10-153d(b) and (c), that the matter could be referred to binding arbitration.

The Town Attorney has reviewed this matter at my request, and has found no case law on point. He has contacted an attorney responsible for the Teachers

Negotiating Act (TNA) at the State Department of Education. As a result, he says there is a gloss on option 2 and a caveat to option 4.

As to option 2, our Town Attorney agrees with the TNA lawyer that "consider" does not include voting to rescind the Regional Board of Education's approval of the contract. The "district meeting" is for the purpose of discussing the contract prior to the Town Council (our "legislative body") deciding whether to pursue option 4.

As to option 4, the TNA lawyer believes that "legislative body" in the statute means the legislative bodies of all three Region 19 towns, in our case, meaning that the state believes that all three towns must reject the contract in order to require it to go to arbitration. The TNA lawyer cited no legal authority for that proposition other than an internal memo that our Town Attorney believes is inapposite. All things considered, though the Town Attorney believes that the statute on its face seems to permit the "legislative body" of one of the three Region 19 towns to require arbitration, if the issue were to be presented to a court, the result suggested by the TNA lawyer could ensue, as the statute may be ambiguous, and the opinion of the State Department of Education would be given considerable weight by the court, not to mention the public policy considerations that could come into play.

Financial Impact

Over a three year period, the proposed successor agreement represents a 6.03% total salary increase (includes general wage increases and step increases, where applicable. These salary increases would be offset by increases in the employee cost share for health insurance. More detailed information can be found in the attached memo.

Legal Review

The Regional School District #19 Board of Education has negotiated the agreement with the assistance of its labor attorney.

Attachments

- 1) Summary of Negotiated Successor Collective Bargaining Agreement between the Region 19 Board of Education and the E. O. Smith High School Teachers' Association
- 2) Legal Notice
- 3) CGS §10-153d
- 4) Agreement Between Regional School District #19 Board of Education and E.O. Smith High School Teachers' Association

MEMORANDUM

**SUMMARY OF NEGOTIATED
SUCCESSOR COLLECTIVE BARGAINING AGREEMENT**

**Between the Region 19 Board of Education and the
E.O. Smith High School Teachers' Association**

1. **Duration - Article XV:**

3 years (July 1, 2012-June 30, 2015)

2. **Wages (General Wage Increases and Step Increases where applicable) - Appendix A-1, A-2, A-3:**

July 1, 2012 - No general wage increase; no step movement = 0% increase over 2011-2012

July 1, 2013 - 1.5% general wage increase + step movement = 3.05% total salary increase over 2012-2013

July 1, 2014 - 1.5% general wage increase + step movement = 2.98% total salary increase over 2013-2014

- Department Heads stipends and Supplemental Pay positions increase by the 1.5% general wage increase in years 2 and 3.

3. **Health Insurance Co-Pays for Services - Article XII, Insurance Benefits, ¶A.1 (PPO); ¶A.2 (HMO).**

A. **PPO Plan**

July 1, 2012 - Unchanged

July 1, 2013 and for duration of contract:

Office visit co-pay	Increase from \$20 to \$25 per visit
Emergency Room visit	Increase from \$50 to \$75 per visit
In patient surgical/hospital	Increase from \$100 to \$300
Outpatient surgery	Increase from \$100 to \$150
Urgent Care	Increase from \$25 to \$50

B. **HMO Plan**

July 1, 2012 - Unchanged

July 1, 2013 and for duration of contract:

Primary care office visits	Increase from \$15 to \$20 per visit
----------------------------	--------------------------------------

Specialist consultations	Increase from \$15 to \$20 per visit
Emergency Room	Increase from \$50 to \$75 per visit
Urgent Care	Increase from \$25 to \$50
Outpatient surgery	Increase from \$0 to \$100

4. **Health Insurance Employee Premium Contributions - Article XII, Insurance Benefits, ¶B.1 (PPO); ¶B.2 (HMO).**

A. **PPO Plan**

Effective July 1, 2012	18%*
Effective July 1, 2013	19%
Effective July 1, 2014	20%

*The 18% teacher premium contribution effective July 1, 2012 shall not exceed the whole dollar premium contribution paid by teachers in the 2011-2012 contract year.

B. **HMO Plan**

Effective July 1, 2012	13%*
Effective July 1, 2013	14%
Effective July 1, 2014	15%

*The 13% teacher premium contribution effective July 1, 2012 shall not exceed the whole dollar premium contribution paid by teachers in the 2011-2012 contract year.

5. **Assignment of additional periods for collaborative planning and other District initiatives - Article II.E - Teaching Assignments**

July 1, 2012 - one (1) period of the 32-period schedule may be assigned for collaborative planning.

July 1, 2013 - two (2) periods of the 32-period schedule may be assigned by the District for District initiatives or other assigned professional responsibilities.

6. **After school meetings - Article V - Work Year**

Teachers are expected to be available for staff and other administrative meetings for a total of not more than an additional 90 minutes per week.

7. **TEAM Mentor Compensation - Article XIV (New)**

\$500 stipend for each TEAM mentor paid either by state grant or the District if the grant is withdrawn.

8. **Miscellaneous:**

• **Health Insurance**

- Definition of Dependent - Article XII, Insurance Benefits, ¶A - Align definition of dependent with the changes in federal and state law.
- Same Sex Domestic Partner Coverage - Article XII, Insurance Benefits, ¶A.2 - Eliminate the provision as the current provision expired on June 30, 2009.
- Health Insurance -Summary Plan Description - Article XII, Insurance Benefits, ¶H - The summary plan descriptions maintained in the Superintendent's office shall prevail in the event of any discrepancies between those summary plan descriptions and the benefits described in the Appendix.

• **Notices - Article II.C - Teaching Assignments**

- All notices concerning vacancies shall be sent by email only

• **On Line Courses - Article II.J (new) - Teaching Assignments**

- The District may offer on line courses in subject areas for students who need to earn credit due to excessive absences or if the District does not already offer the course. On line courses shall not eliminate any teaching positions nor be the basis for any teacher layoffs.

• **Re-Hiring of Retired Teachers - Article VI.C - Degree Definitions**

- A teacher who retires from the District and is rehired in any teaching capacity shall be considered a "new" teacher.

• **Use of van license to transport students - Article IX.D - General**

- When a teacher's assignment necessitates a van license to transport students, the District shall reimburse the teacher the cost of the physical examination (including co-pays) that is required by the DMV to obtain or renew the license, to the extent such examination is not covered by the health insurance described in the Agreement.

Legal Notice
Town of Mansfield

Notice is hereby given in accordance with Connecticut General Statutes §10-153d that a copy of the Agreement between Regional School District #19 Board of Education and E.O. Smith High School Teacher's Association effective July 1, 2012 through June 30, 2015, was filed in the Town Clerk's office, 4 South Eagleville Road, Mansfield on December 28, 2011 and is available for public inspection.
Dated at Mansfield, Connecticut this 28th of December 2011.

Mary Stanton
Town Clerk Mansfield

Sec. 10-153d. Meeting between board of education and fiscal authority required. Duty to negotiate. Procedure if legislative body rejects contract. (a) Within thirty days prior to the date on which the local or regional board of education is to commence negotiations pursuant to this section, such board of education shall meet and confer with the board of finance in each town or city having a board of finance, with the board of selectmen in each town having no board of finance and otherwise with the authority making appropriations therein. A member of such board of finance, such board of selectmen, or such other authority making appropriations, shall be permitted to be present during negotiations pursuant to this section and shall provide such fiscal information as may be requested by the board of education.

(b) The local or regional board of education and the organization designated or elected as the exclusive representative for the appropriate unit, through designated officials or their representatives, shall have the duty to negotiate with respect to salaries, hours and other conditions of employment about which either party wishes to negotiate. For purposes of this subsection and sections 10-153a, 10-153b and 10-153e to 10-153g, inclusive, (1) "hours" shall not include the length of the student school year, the scheduling of the student school year, the length of the student school day, the length and number of parent-teacher conferences and the scheduling of the student school day, except for the length and the scheduling of teacher lunch periods and teacher preparation periods and (2) "other conditions of employment" shall not include the establishment or provisions of any retirement incentive plan authorized by section 10-183jj. Such negotiations shall commence not less than two hundred ten days prior to the budget submission date. Any local board of education shall file forthwith a signed copy of any contract with the town clerk and with the Commissioner of Education. Any regional board of education shall file forthwith a signed copy of any such contract with the town clerk in each member town and with the Commissioner of Education. Upon receipt of a signed copy of such contract the clerk of such town shall give public notice of such filing. The terms of such contract shall be binding on the legislative body of the local or regional school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract. If a vote on such contract is petitioned for in accordance with the provisions of section 7-7, in order to reject such contract, a minimum number of those persons eligible to vote equal to fifteen per cent of the electors of such local or regional school district shall be required to participate in the voting and a majority of those voting shall be required to reject. Any regional board of education shall call a district meeting to consider such contract within such thirty-day period if the chief executive officer of any member town so requests in writing within fifteen days of the receipt of the signed copy of the contract by the town clerk in such town. The body charged with making annual appropriations in any school district shall appropriate to the board of education whatever funds are required to implement the terms of any contract not rejected pursuant to this section. All organizations seeking to represent members of the teaching profession shall be accorded equal treatment with respect to access to teachers, principals, members of the board of education, records, mail boxes and school facilities and, in the absence of any recognition or certification as the exclusive representative as provided by section 10-153b, participation in discussions with respect to salaries, hours and other conditions of employment.

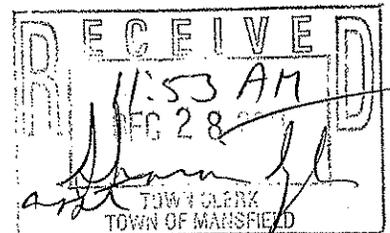
(c) If the legislative body rejects the contract pursuant to the provisions of subsection (b) of this section, the parties shall commence the arbitration process, in accordance with the provisions of subsection (c) of section 10-153f, on the fifth day next following the rejection which, for the purposes of this procedure, shall serve as the equivalent of the one hundred thirty-fifth day prior to the budget submission date, provided, if requested by either party, the parties shall mediate the contract dispute prior to the initial arbitration hearing. The parties shall meet with a mediator mutually selected by them, provided such parties shall inform the commissioner of the name of such mediator. If the parties are unable to mutually select a mediator, then the parties shall meet with the commissioner or the commissioner's agent or a mediator designated by said commissioner. Mediators shall be chosen from a panel of mediators selected by the State Board of Education or from outside such panel if mutually

CHAPTER 166* TEACHERS AND SUPERINTENDENTS

agreed by the parties. Such mediators shall receive a per diem fee determined on the basis of the prevailing rate for such services, and the parties shall share equally in the cost of such mediation. In any civil or criminal case, any proceeding preliminary thereto, or in any legislative or administrative proceeding, a mediator shall not disclose any confidential communication made to such mediator in the course of mediation unless the party making such communication waives such privilege. The parties shall provide such information as the commissioner may require. The commissioner may recommend a basis for settlement but such recommendations shall not be binding upon the parties.

MASTER
AGREEMENT
BETWEEN
REGIONAL SCHOOL DISTRICT #19 BOARD OF EDUCATION
AND
E.O. SMITH HIGH SCHOOL TEACHERS' ASSOCIATION

JULY 1, 2012 - JUNE 30, 2015



47158

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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 23 day of December 2011 by and between the Regional School District No.19 Board of Education (hereinafter referred to as the "Board") and the Edwin O. Smith High School Teachers Association (hereinafter referred to as the "Association") or by the same employee organization under any other name it might subsequently choose.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children at the Edwin O. Smith High School is their primary mutual aim and responsibility, and the character of such education depends predominantly upon the quality and morale of the professional staff, and

WHEREAS, both parties recognize the importance of responsible participation by the entire Professional Staff and the Board of Education in the educational process and growth of the Regional District, and to this end agree to maintain communication which will aid the district in reaching its goals,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I, RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for a bargaining unit including all employees of the Board of Education in positions requiring a teaching or special services certificate or a Durational Shortage Area Permit (DSAP) below the rank of vice principal, excluding temporary substitutes and other employees excluded under the provisions of the Teacher Negotiation Act, Conn. Gen. Stat. 10-153a et seq. The Association accepts such recognition and agrees to represent all teachers equally.
- B. DSAPs
 1. Employees holding a DSAP shall be covered by all terms and conditions of the Collective Bargaining Agreement, except as follows:
 - a. Leave Provisions, Article IV, Section G
 - b. Reduction in Force, Article III
 2. A DSAP holder shall not accrue seniority or length of service for any purpose in the E.O. Smith school system. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained by the Board as an employee after receiving such certification, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of hire by the Board.

3. The Board shall have the right to non-renew and/or terminate the employment of a DSAP holder, and the DSAP holder shall have not right to file and/or pursue a grievance under this Agreement with respect to such action.
 4. The Board reserves the right for the Superintendent to place DSAP holders on the salary schedule, grant credit for prior teaching experience or "other" experience which, in the Superintendent's judgment, will contribute to the Regional District.
- C. The terms "Staff" and "Teacher" when used hereinafter shall refer to all professional employees represented by the Association.
- D. The Board shall provide four complete and updated copies of Board Policies when available. The Association shall place one in each faculty lounge and in the Library Media Center, and shall have one file copy.
- E. The Board agrees to provide each teacher a complete text of this agreement and any successor agreement.

ARTICLE II, TEACHING ASSIGNMENTS

- A. Teaching is recognized by both parties as a profession. Assignments of all certified employees shall be made within the following parameters:
1. Educational needs of students
 2. Certification and expertise of employee
 3. Effective use of personnel to allow for program flexibility and growth
 4. Equitable distribution of teaching assignments and other duties including, but not limited to, the supervision of study halls, corridors, cafeteria, and school grounds. In the event the Board of Education implements a block schedule or some other alternative type of schedule, the parties agree to bargain over any changes in the terms and conditions of employment and/or any impact resulting from such change.
 5. The administration shall consider the impact of class sizes, class preparation variances and the time of notification in allocating teaching and duty assignments. In the event a change in assignment occurs after July 31 and requires different preparations, the teachers shall not normally be assigned to other duties for the first semester.
 6. The responsibility of assigning teaching staff to class and duty assignments rests with the building principal. The principal shall consult with department heads and directors who, in turn, shall consult with the teachers for whom they have supervisory responsibility. Whenever it is possible to combine teacher preferences with Items 1 through 5 above, it shall be done.

7. The school administration shall inform staff of their future teaching assignments at the earliest time possible. A tentative list of teaching assignments shall be given to the teacher prior to the close of school of the preceding year. If changes from the tentative assignments are made, the teacher shall be notified immediately to facilitate necessary planning.
- B. The Board of Education will post a notice to all teachers in the school system of vacancies and new positions. In addition, the Board may place advertisements concerning such vacancies or new positions outside the school system. In deciding which candidate to select for a vacancy or new position, the Board will consider factors including, but not limited to, qualifications, training, experience, evaluations and seniority. Selection will be based on the best interest of the school system and the students.
 - C. This notice shall include an email as far in advance of filling each vacancy as possible and in no event less than fifteen (15) days before the closing deadline for the position. The notice of vacancy shall clearly state what qualifications for the position are needed, the procedure to be followed by the applicants, and the deadline for applying for the position. Where a need to fill a vacancy arises during the summer, the Association president and each staff member who specifically requests notice in writing shall receive notification of the vacancy by email as far in advance as possible.
 - D. Teachers as professionals are entrusted to exercise their best judgment and expend their best efforts in pursuing educational goals and objectives approved by the Board in the best interests of the students. Further, it is recognized by both parties that teaching is a profession that entails, in addition to conducting classes, other responsibilities including, but not limited to, planning for classes, producing and gathering teaching materials, reading and responding to students' written work, conferring with individual students, evaluating and reporting on students' performance and communicating with parents, counselors, administrators and other support services personnel.
 - E.
 1. The normal teaching load for subject area teachers shall be five class sections per semester. The normal teaching load for department heads shall be four class sections per semester.
 2. Effective July 1, 2012, one period of the 32-period schedule may be assigned for Collaborative Planning and the assigned number of teacher preparations over the scheduling cycle will be a minimum of seven (7).
 3. Effective July 1, 2013, two periods of the 32-period schedule may be assigned by the District for District initiatives or other responsibilities as described in Article II.D. and the assigned number of teacher preparations over the scheduling cycle will be a minimum of six (6).

- F. In classes requiring additional meetings, such as laboratory or double periods, such additional meetings shall be deducted from non-teaching duty assignments. Teachers may be assigned to additional duty periods in lieu of teaching assignments, if necessary.
- G. Teachers whose teaching assignments include four or more entirely different preparations (different subject areas, levels or grades) shall be assigned reasonable reductions in non-teaching duties.
- H. In extreme circumstances, teachers may be asked, in consultation with the department head, to accept an overload of an additional class section or additional duty. Teachers who accept additional class sections shall be assigned no extra duty periods. No reprisals shall be taken against teachers who do not agree to accept overloads.
- I. All other professional staff members covered by this agreement shall be assigned workloads and duties consistent with their specific job descriptions.
- J. The District may offer on line courses in subject areas for students who need to earn credit lost due to excessive absences or if the District does not already offer the course. On line courses shall not eliminate any teaching positions nor be the basis for any teacher layoffs.
- K. Teachers will have a continuous duty-free lunch period each day of at least equal duration to the students' lunch period.
- L. Teachers and other professional staff working at the Depot Campus School shall be assigned workloads and duties consistent with their specific job descriptions. It is understood that the Depot Campus program is a non-traditional educational model.
- M. Faculty members will only be placed at the Depot Campus on a voluntary basis. A Depot Campus teacher who wishes to return to a position in the main building, may return to the department that they left, providing there is a vacancy for which they are qualified. This provision shall not entitle the staff member to automatically fill a main campus vacancy in a "new" department or position requiring a different certification.

ARTICLE III, REDUCTION IN FORCE

A. General

Recognizing that it may become necessary to eliminate professional staff positions in certain circumstances, this provision is adopted to provide an orderly process for staff reduction.

B. Procedure

- 1. For the purposes of this article, the term "teacher" shall include certified employees of the Board of Education who occupy a position requiring a teaching or intermediate administrator certificate issued by the State Department of Education below the rank of Superintendent.

2. The Board of Education may, in the first instance, exercise its right and power to reduce the number of teaching staff positions, without determining which teacher contracts will be terminated, if any, or what other staffing changes will be made to effect the purpose of position elimination.
 3. Prior to commencing action to terminate a teacher's contract under this provision, the Board will give due consideration to its ability to effectuate staff reduction through attrition. If the position of a teacher who has attained tenure is eliminated, such teacher will have the right to be placed in an available vacant position or a position held by a nontenured teacher for which such tenured teacher is certified and qualified in the judgment of the Superintendent of Schools.
 4. When the Board of Education votes to eliminate a position, the Superintendent shall determine whether the necessary reduction may be effected by the nonrenewal or termination of a non-tenured teacher's contract. Identification of a non-tenured teacher for layoff shall be in the sole discretion of the Superintendent, upon approval by the Board. In the event that a reduction in force requires identification of a tenured teacher's contract for termination, such identification will be based upon the following criteria in the order listed:
 - a. Higher total years of service at the E.O. Smith High School
 - b. Evaluation of performance
 - c. The best interests of the school system
 - d. Higher total years of continuous service as a teacher or administrator under a certificate issued by a State Department of Education.
 - e. Degree status
 - f. Other relevant qualifications, abilities or experience
- C. Nothing herein shall require the promotion of the teacher to a position of higher rank, authority, or compensation, notwithstanding the fact that the teacher whose contract is to be terminated because of elimination of position may be qualified and/or certified for the promotional position.
- D. Recall Procedures
1. The name of any teacher whose contract of employment has been terminated because of position elimination shall be placed upon the recall list and shall remain on such list for a period of two (2) years.

2. Any offer of reemployment under the provisions of this policy shall be made by notification in writing by registered mail sent to the teacher's last known address and to the President of the Association. Any offer so made shall be accepted or rejected in writing within ten (10) days of written notification. If the appointment is rejected, or the teacher does not respond to the notice of appointment within ten (10) days of mailing, the name of the teacher will be removed from the recall list.
 3. Offers of reemployment of teachers whose names appear on the recall list will be in the inverse order of termination provided, however, that no teacher on the recall list will be offered reemployment to a teaching position unless he or she is certified and qualified in the judgment of the Superintendent of Schools.
 4. Any teacher who accepts an offer of reemployment under the provisions of this policy will be placed upon the salary step next succeeding that which he or she occupied at the time of contract termination.
 5. A recall list will be made available to the Association, and the Association will be notified as teachers are recalled.
- E. It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in Conn. Gen. State. 10-151 as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this article can and should be submitted to the Court.

ARTICLE IV, LEAVE PROVISIONS

A. Sick Leave

Each teacher will receive a leave of absence for bona fide illness of up to fifteen (15) school days each year. Unused sick leave may be accumulated up to a maximum of 186 days. All teachers who have accumulated more than 186 days prior to the effective date of this agreement shall be allowed to maintain their accumulated sick days beyond the 186 day maximum contained herein. Each teacher will be notified of his/her accumulated sick leave by October 1st of each school year. No sick leave will accumulate while a teacher is on a leave of absence without pay. Sick leave payment for part-time teachers will be prorated based upon their full-time equivalent status. The Superintendent may require a doctor's certificate in cases of suspected sick leave abuse. Up to five (5) sick leave days each year may be used for illness in the immediate family (as defined in paragraph c).

Any teacher who takes an unpaid leave under the FMLA because of serious health condition must substitute any accumulated paid sick leave for unpaid FMLA leave. Any used paid sick leave which qualifies as FMLA leave will count against the twelve (12) weeks of FMLA leave to which the employee is entitled. If sick leave is used for a medical condition which is not a serious health condition under the FMLA, that leave does not count against the twelve (12) weeks of FMLA leave entitlement.

Any teacher who takes an unpaid leave under the FMLA in order to care for a spouse, child, or parent must substitute any accumulated sick leave which would be granted for an illness in the immediate family under this section. Any paid sick leave used for an illness in the immediate family which qualifies as FMLA leave will count against the twelve (12) weeks of FMLA leave to which the employee is entitled.

B. Personal Leave

The Superintendent may grant up to three (3) days annually of leave of absence with pay for personal business which cannot be conducted outside of school hours and which necessitates an absence beyond the teacher's control. Except in emergencies, requests for such leave must be made in writing and at least 48 hours in advance to the Superintendent or his/her designee. Reasons for personal leave may include:

1. Court appearance in response to a subpoena;
2. real estate closing;
3. wedding of employee or member of the immediate family;
4. graduation of teacher or member of the immediate family;
5. religious holy days (if a teacher exhausts all three personal leave days under this subsection, the Superintendent will grant one (1) additional leave day for one of the other reasons listed in the subparagraph);
6. personal business of a sensitive nature.

C. Bereavement Leave

The Superintendent will grant up to five (5) days annually of special leave with pay to enable a teacher to attend a funeral as a result of the death in the immediate family. "Immediate family" for the purpose of this article is defined as parent, grandparent, spouse, domestic partner, sibling, child, or grandchild. In cases of suspected abuse, the Superintendent may request verification of the date of death and the relationship of the deceased. Additional leave may be granted by the Superintendent in his sole discretion.

D. Childbearing Leave

Absences related to disability as a result of pregnancy, childbirth, and related conditions shall be treated as any other physical disability. Such absences shall be with pay to the extent of accrued sick leave. Leave without pay beyond any accrued sick leave shall be available for such reasonable further period of time as a female teacher is determined by a physician to be unable to perform the duties of her job because of pregnancy or conditions attendant thereto,

such period normally not to exceed twelve (12) weeks. Any paid or unpaid leave under this provision shall be counted against any FMLA leave.

Teachers may continue to participate in Board group health insurance plans at the level of premium contribution required in the contract for the duration of any paid leave or FMLA unpaid leave. The Board may recover, at the level of premium contribution required in the contract, premiums it paid for maintaining group health plan coverage during any period of unpaid FMLA leave if the teacher fails to return to work after the employee's FMLA leave entitlement is expired, unless the reason the employee does not return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the teacher to FMLA leave, or (2) other circumstances beyond the control of the employee. A teacher whose FMLA leave has expired may continue to participate in Board group health insurance plans provided they pay all of the premium costs.

A teacher on childbearing leave shall receive credit toward placement on the salary schedule and toward accumulated seniority for the period of the childbearing leave.

E. Childrearing Leave

The Board of Education, in its discretion, may grant leave of absence without pay for childrearing purposes for a period of up to the balance of the semester in which the child was born or adopted and one additional full semester. Such leave shall be in addition to any period of childbearing leave, but shall be counted against any FMLA leave. For the purposes of this leave provision, July and August shall be considered as part of the first semester of the school year.

Teachers may continue to participate in Board group health insurance plans at the level of premium contribution as required under this contract only for the duration of FMLA leave. When FMLA leave has expired, teachers may continue to participate in Board group health insurance plans provided that they pay all of the premium costs.

A teacher on childrearing leave shall receive credit towards placement on the salary schedule and toward accumulated seniority for the period of the childrearing leave.

F. Professional Leave

1. The Board of Education, in its discretion, may grant leave with pay for activities including participation in professional meetings, conferences and conventions, or visiting other schools, when such activities are expected to result in the improvement of the quality of education in the E.O. Smith High School. Professional days for these purposes will be granted only upon approval of the school principal and Superintendent. The Board will pay reasonable expenses approved in advance for conferences, conventions and professional meetings, depending on yearly budgeted funds.
2. The Board of Education, in its discretion, may grant extended unpaid leave of absence to tenured teachers, for a semester or a full year, to allow the tenured teacher to

participate in professional organizations, teaching exchanges, or teaching at other schools, when such activities are expected to result in the improvement of the quality of education at the E.O. Smith High School. Professional leave under this section for teaching assignments at other schools will only be granted when the assignment is of a temporary nature and is not intended to result in regular employment. A teacher on approved professional leave under this provision in the contract shall receive credit toward placement on the salary schedule and toward accumulated seniority for the period of such leave. In addition, the tenured teachers may continue to participate in Board group health insurance plans during this professional leave if, and only if, the teacher pays the full cost of the insurance premiums.

G. Sabbatical Leave

1. The Board of Education in its sole discretion may grant sabbatical leaves for study, research, educational travel, examination of other schools' programs or curriculum, curriculum development, scholarly writing, or other educationally or professionally beneficial activity. Teachers will be eligible for an initial sabbatical leave at 1/2 pay for either one semester or one full school year after seven (7) consecutive full school years of active service, including service rendered prior to the regional school district's assumption of responsibility for programs at the Edwin O. Smith High School. A second or subsequent sabbatical leave may be granted after each seven (7) year period of continuous service at Edwin O. Smith High School. Teachers may continue to participate in Board group health insurance plans with payment of the premium cost as provided in Article XIII.
2. Requests for sabbatical leave must be received by the Superintendent of the Regional District in writing in such form as may be required, not later than February 1, if the leave is to commence the following September, or June 1, if the leave is to commence the following February. These deadlines may be waived at the discretion of the Superintendent/Board, when fellowships, grants, scholarships, etc. are awarded later in the year which would make such deadlines unreasonable.
3. A teacher on approved sabbatical leave shall receive credit toward placement on the salary schedule and toward accumulated seniority for the period of the sabbatical leave.
4. No benefits shall be provided to personnel on sabbatical leave beyond those stated in Article IV.G.
5. The granting of sabbatical leave shall be predicated upon available funding.
6. Teachers are obligated to a minimum of one full year of service to the school district following sabbatical leave. Failure to comply with this provision, except in the case of death of the teacher, shall obligate the teacher to refund salary received during the period of the sabbatical. In extenuating circumstances, the Board may, in its discretion, consider releasing the teacher from his/her obligations under this provision.

H. General Leave

The Board of Education in its sole discretion may consider requests for other leaves of absence with or without pay. The Board's decision on a request submitted under this provision shall be final, and not subject to the grievance arbitration provisions of this agreement. A teacher on general leave without pay will have the option of participating in all group health and benefit programs, provided that they pay all of the premiums. No other benefits shall accrue or be available during general leave. A teacher on such leave shall not receive credit toward placement on the salary schedule and shall not accrue seniority.

I. FMLA Leave

Any "eligible employee," as defined under the Family and Medical Leave Act (FMLA), 29 U.S.C. 2601 et seq., is entitled to twelve (12) weeks unpaid leave during a twelve-month period. A twelve-month period is equivalent to one contract year, July 1 through June 30.

Teachers must comply with all notice provisions of the FMLA in order to qualify for such leave.

J. Adoption Leave

Teachers may use up to six (6) weeks of accumulated and continuous paid sick leave for the adoption of a child where there has been no previous domicile and/or association with the child. Teachers requesting such continuous paid leave shall submit written notice to the Superintendent of the anticipated commencement date of such leave and the anticipated return date.

K. Additional Paid Disability Leave

On the rare occasion when a teacher has exhausted accumulated paid leave time and has an extended period of disability which requires a continued absence, he/she or his/her appointed representative, shall be able to request additional paid leave from the Board. Said request or denial shall not be subject to the grievance procedure.

ARTICLE V, WORK DAY AND WORK YEAR

- A. The salaries provided in Appendices A-1, A-2 and A-3 are based upon a teacher employment year consisting of one hundred and eighty (180) full school sessions within the meaning of the Connecticut General Statutes, and up to six (6) additional work days to be used in the discretion of the Board of Education to provide additional instruction to students, in-service programs, professional development, curriculum work, or other educational activities in the best interest of the school system. If the Board of Education determines in its discretion to increase the work year beyond that described above, for each additional work day the Board of Education agrees to compensate teachers at the rate of a per diem, defined as 1/186th of the annual salaries provided in Appendices A-1, A-2 and A-3.

- B. Teachers employed beyond the contracted days (186) shall be paid at the per diem rate of the teacher's appropriate step on the salary schedule. (See Appendix B)
- C. As part of their professional responsibility, teachers agree to accept assignments without additional compensation which involve them with students activities of a temporary nature. Such activities include, but are not limited to chaperoning dances, field trips and similar activities and similar assignments which have not previously been considered compensatory positions or duties. A list of activities will be posted by the principal or designee at the beginning of each school year. Teachers will select an area of participation or indicate what extracurricular activity he or she wishes to participate in for that year. Whenever possible, teacher preferences shall be considered; however, the Superintendent's decision on any assignment shall be final.
- D. The teacher work day will include all assignments made by the administration from fifteen minutes before the opening of school to fifteen minutes following the close of school. In addition, teachers are expected to be available for staff and other administrative meetings for a total of not more than an additional 90 minutes per week. The administration will use its best efforts to schedule such meetings at a time contiguous with the work day.

If the Board of Education, in its discretion, chooses to lengthen the student school day, the Board agrees to negotiate with the Association over the impact of such increase.
- E. The work year of employees who work beyond 186 days shall be established after the budget is established for that contract year. The work day schedule shall be established with the approval of the Superintendent or designee, and be in writing. Teachers shall be assigned to additional work days by the Superintendent or designee within the limits established by the Board.
- F. The Board of Education, in its discretion, may lengthen the students' school day, students' school year and teacher work year. The Board agrees to negotiate with the Association over the impact of such increases.

ARTICLE VI, DEGREE DEFINITIONS

- A. The salary schedule listed in the appendices of this agreement shall be interpreted and applied in accordance with the following definitions:
 - 1. Bachelor: A baccalaureate degree earned at an accredited college or university;
 - 2. Master: A master's degree earned at an accredited college or university. The individual must have met the course requirements for professional educators' certificate.
 - 3. Sixth Year: A certificate of advanced graduate study or a sixth year professional diploma earned at an accredited college or university. Alternatively, teachers shall be placed on the sixth year salary schedule if they have completed thirty (30) hours of

coursework beyond the master's degree in a planned program approved by the Superintendent of Schools.

NOTE: In order to qualify for the sixth year schedule, all of the course work must have been taken after the date the coursework work for the first master's degree was completed.

4. Doctorate: A doctorate degree earned at an accredited college or university. Credit for salary purposes is not retroactive.
- B. Teachers must give satisfactory evidence of any degree change to the Superintendent of Schools prior to September 1, for movement, as of September, from one degree scale to another. Teachers who give such evidence after September 1, and prior to December 31, will have a salary change as of the first pay period in February effective from the 92nd work day for teachers.
- C. The Board reserves the right for the Superintendent to place new teachers on the salary schedule, grant credit for prior teaching experience, or "other" experience which, in the Superintendent's judgment, will contribute to the Regional District. For purposes of this provision, a teacher who retires from the District and is rehired in any teaching capacity shall be considered a "new" teacher.

ARTICLE VII, SALARIES

- A. The Board agrees to provide for payroll deductions to the Northeast Family Federal Credit Union, the Connecticut State Employees Credit Union, Inc. and any other institutions willing to participate in such an arrangement, both presently and in the future. Each teacher hired after the signing of this Agreement shall utilize direct, electronic deposit to the financial institution of his/her choice. All current teachers may elect to use direct deposit. The Region will make every attempt to process payroll in a timely manner so that it is received by the particular financial institution on a consistent day. However, the Region shall be held harmless in the event that the financial institution fails to credit the employee's account in a timely fashion.
- B. The Board agrees to provide for payroll deductions for annuities or other retirement programs as needed.
- C. Payroll Schedule

Three payroll options are available to each teacher. Option one will be automatic unless option two or three is requested in writing by the teacher at the time of employment or by August 15, whichever is later.

1. Teachers will be paid on a twelve month basis with 26 equal payments to be issued every other Wednesday throughout the year.
2. Teachers will be paid on a ten month basis and issued 21 equal payments to be issued every other Wednesday starting with the first September pay period.

3. Teachers will be paid on a twelve month basis with 21 equal payments to be issued every other Wednesday beginning with the first September pay period, and the remaining salary to be issued in a 22nd payment on the last school day of that school year.

D. It will be the teacher's responsibility to file the forms and agreements necessary to provide for any of the insurance and benefits provided by the Board and the Board will provide the necessary forms as needed upon request.

E. Department Heads and Directors

All Department Head and Directors' positions are one year appointments. Teachers appointed to such positions and duties shall receive the following annual stipend:

2012 - 2013 - \$5,876

2013 - 2014 - \$5,964

2014 - 2015 - \$6,053

Department Head and Director positions may be established, eliminated or altered at the discretion of the Board of Education.

Positions currently denoted as Department Head and Directors include: Physical Education Department Head, English Department Head, Fine Arts Department Head, Math Department Head, Science Department Head, Foreign Language Department Head, Vocational Agriculture Director, Director of Vocational Education, Director of Library/Media, Director of Guidance, Social Studies Department Head.

Teachers who wish to be considered for appointment or reappointment to a position of Department Head or Director must notify the Superintendent of their interest prior to April 1. The Superintendent shall make annual recommendations to the Board for such appointments at the May Board meeting.

F. Salaries for teachers are provided in Appendices A-1, A-2 and A-3, which is attached hereto and made a part hereof. Increases in salaries take effect with the first pay period in July of each year, or whenever the teacher officially starts work.

G. Teachers will be paid longevity based upon the following schedule for completed years of service at the Edwin O. Smith High School:

At least 15 years but less than 20	\$ 750
At least 20 years but less than 25	\$ 1,000
25 years or more	\$ 1,250

Individuals hired on or after July 1, 1995 shall not be eligible for the longevity stipend provided in Section G.

- H. Long-term substitute teachers who are certified (teachers assigned to work at least forty (40) consecutive school days or more) will be compensated by being placed on the appropriate salary schedule degree lane, no higher than step 3, but at a minimum of step 1.
- I. Teachers will be issued individual annual, continuing and/or supplemental contracts on such forms as the Board shall from time to time develop.
- J. Any teacher who has National Board Certification shall be compensated at his/her appropriate step plus \$1,000 annually.

ARTICLE VIII, SUPPLEMENTAL PAY POSITIONS

- A. Extracurricular salaries and working conditions are provided in Appendices C-1, C-2 and C-3, which are attached hereto and made a part hereof.
- B. Administration shall first consider the employment of qualified E. O. Smith High School faculty members in supplemental pay positions. The superintendent shall choose the most qualified available person for any given supplemental pay position. When necessary, the Board may employ personnel who are not members of the E. O. Smith High School teaching staff. All personnel assigned to supplemental pay positions shall receive payment in accordance with the supplemental pay position compensation schedules attached hereto as Appendices C-1, C-2 and C-3, and made a part hereof.
- C. Appointments to supplemental pay positions are for one year only. Teachers wishing to be considered for reappointment shall so notify the superintendent in writing by April 1. Individuals not appointed or reappointed to these positions shall have no right to challenge these decisions (including, but not limited, access to the grievance procedure).

ARTICLE IX, GENERAL

- A. No written reprimand or suspension notice shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. The teacher may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his or her file, such signature shall be understood to indicate his or her awareness only of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. All teachers' performance and evaluation records shall be treated as confidential material consistent with state law. Paychecks shall be placed in an envelope.
- B. No teacher will be denied an increment or suspended without reasonable and just cause and without receiving a statement of the reasons in writing, and an opportunity to meet with the Superintendent or his/her designee in the presence of an Association representative.

- C. The Board shall provide for the reimbursement of up to one-half the cost of courses approved by the Superintendent taken for professional development by the teacher at any accredited college or university; however, reimbursement shall not exceed one-half of the rate per credit at the University of Connecticut when the course is taken. There shall be a maximum of six courses per year (two courses per semester), including summer session, for each teacher.
- D. The Board shall reimburse teachers for car mileage that is pre-authorized and pre-approved by the Administration at the rate established by the Internal Revenue Service as of January 1, annually. When a teacher's assignment necessitates a van license to transport students, the District shall reimburse the teacher the cost of the physical examination (including co-pays) that is required by the DMV to obtain or renew the license, to the extent such examination is not covered by the health insurance described in the Agreement.

ARTICLE X, GRIEVANCE PROCEDURE

A. Introduction

The purpose of the grievance procedure is to secure, at the lowest possible level, expeditious resolutions of disputes and problems. Accordingly, the Board and the Association agree that during the term of this contract, all grievances as defined below shall be settled in accordance with the provisions of this grievance procedure. However, nothing herein shall be construed to prevent any individual employee from (1) informally discussing a grievance with his or her immediate superior or (2) processing a grievance in his or her own behalf under this grievance procedure, excluding arbitration.

B. Definitions

- 1. A "grievance" shall mean (a) a complaint by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of a specific and explicit provision of this agreement; or (b) a complaint regarding conditions of employment provided that grievances under this subparagraph are not subject to arbitration under this Article. Grievances based on the Preamble of this agreement shall not be subject to arbitration.
- 2. "Days" shall mean school days, except during the summer break when days shall mean business days, excluding Saturdays, Sundays and holidays.

C. Time Limits

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. Both parties recognize that time limits may have to be flexible in the case of grievances which extend into the summer vacation period. The time limits specified may, therefore, be extended by written agreement of the parties in interest.

2. Any grievance as defined above not presented for disposition through the grievance procedure set forth here and within twenty (20) days of the time when the teacher knew or reasonably should have known of the event or occurrence giving rise to the grievance shall be deemed waived and not thereafter considered a grievance under this agreement.
3. Failure by the grievant at any level to appeal a grievance to the next level within a specified time limit shall be deemed to be acceptance of the decision rendered at that level, and such decision shall thereafter be binding upon the teacher and Association. The Board recognizes the importance of responding promptly to grievances at each level. However, failure by the Board or its agents to respond to a grievance within the time limits set forth at any step shall be deemed denial of the grievance, and shall entitle the grievant to proceed immediately to the next step.
4. The written statement of the grievance shall include a statement of facts, the contract provision claimed violated or working condition giving rise to the complaint, and the remedy requested.

D. Informal Procedure

If a teacher feels that he or she may have a grievance, he or she may first discuss the matter with the principal or other appropriate administrator in an effort to resolve the problem informally. The teacher shall have the right to request that a member of the Association be present during such meeting.

E. Formal Procedure

1. Level One - School Principal

If a teacher is not satisfied with the outcome of the informal procedure, he or she must submit a written statement of his or her grievance to the principal or immediate superior within the time limit set forth in Paragraph C.2 above. The principal or immediate superior shall, within five (5) days after receipt of the written grievance, render his or her decision and the reasons therefor in writing to the teacher with a copy to the Association.

2. Level Two - Superintendent of Schools

- a. If a teacher is not satisfied with the disposition of his or her grievance at Level One, he or she may, within five (5) days after the decision, or within ten (10) days after his or her formal presentation at Level One, submit his or her written grievance to the Superintendent or his or her designee. No change shall be made in the subject matter of the original grievance, with the understanding that procedural issues may be raised at any level.

- b. The Superintendent or his or her designee shall, within ten (10) days after receipt of the grievance meet with the teacher for the purpose of resolving the grievance, and hearing relevant testimony. The Superintendent or his or her designee shall, within ten (10) days after such meeting, render his or her decision and the reasons therefor in writing to the teacher, with a copy to the Association.

3. Level Three - Board of Education

- a. In the event that a grievance is not resolved at Level Two, the teacher may, within five (5) days after the decision, or within fifteen (15) days after the meeting with the Superintendent, submit the grievance to the Board of Education. No change in the subject matter of the original grievance shall be made, except that procedural issues may be raised at any level.
- b. The Board of Education or its designated committee shall meet with the teacher for the purpose of hearing the grievance not later than fifteen (15) days after receipt of the grievance.
- c. The Board shall, within fifteen (15) days after such meeting, render its decision and the reasons therefor in writing to the teacher, with a copy to the Association.

4. Level Four - Arbitration

- a. In the event a grievance is not resolved at Level Three, the teacher may, within five (5) days after the decision, request in writing to the President of the Association that his or her grievance be submitted to arbitration.
- b. The Association may, within five (5) days after receipt of such request, submit the grievance to arbitration by so notifying the Board of Education in writing, and by filing a request for arbitration under the Voluntary Labor Arbitration Rule of the American Arbitration Association, which shall act as the administrator of the proceedings and conduct them in accordance with its administrative procedures, practices and rules. In no event shall submission to the American Arbitration Association be made later than ten (10) days following the decision of the Board of Education or expiration of the time limit for making such decision, whichever occurs first.
- c. No employee may file for arbitration as an individual and only the Association may file an appeal for arbitration hereunder.
- d. The arbitrator shall have authority only to hear grievances as defined in Paragraph B.I. (a) of this article. The arbitrator selected shall hear and decide only one grievance in each case. He or she shall be bound by and must comply with all other terms of this agreement. He or she shall not have the power to add to, delete from, or modify in any way any of the provisions from this agreement.

The provisions of Article XI (Board Prerogatives), and any dispute concerning the length of the work day or work year shall not be subject to arbitration.

- e. The arbitrator shall render his or her findings of fact, reasoning and conclusions on the issues submitted, and the decision of the arbitrator shall be binding upon the parties. The cost for the services of the arbitrator shall be borne equally by the Board and the Association.
- f. No disposition of any grievance at any level shall be contrary to the provisions of this agreement or applicable law.

F. Rights of Teachers to Representation

- 1. Any grievant may be represented at any level of the procedure by another teacher of his or her own choosing. When a teacher is not represented by the Association, the Association will promptly be notified and have the right to be present and to state its views at all stages of the procedure. The Association agrees to represent all teachers equally without regard to membership or participation in or association with, the activities of the Association or any other employee organization.
- 2. The Association may, if it so desires, call upon the professional services of the Connecticut Education Association for consultation and assistance at any stage of the procedure. The Board may, if it so desires, also call upon professional assistance.

G. Miscellaneous

- 1. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
- 2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and the Superintendent and made available through the Association so as to facilitate the operation of grievance procedure.
- 3. No reprisals shall be taken by either party or any member of the administration against any participant in the grievance procedure by reason of such participation.
- 4. Meetings shall be conducted at mutually agreed upon times and places which shall afford reasonable opportunities for involved persons to attend.
- 5. If the grievance occurs as the result of an action by other than the teacher's immediate superior or affects a group or class of teachers, the grievance may be processed immediately at the level at which it occurs.

ARTICLE XI, BOARD PREROGATIVES

Except as specifically abridged or modified by the language of this agreement, the Board has and will continue to retain, whether exercised or not, the sole right, responsibility and prerogative to direct the operation of the public schools in the Region in all its aspects, including but not limited to the following: to employ, assign and transfer teachers, those powers specified in Sections 10-220, 10-221, and 10-222 of the Connecticut General Statutes; to create and eliminate positions; to suspend or to dismiss the employees of the schools in the manner provided by statutes; to prepare and submit budgets to the regional district and in its sole discretion, to expend monies appropriated by the district; to make such transfers of funds within the appropriated budget as it shall deem desirable; to establish or continue policies, practices, and procedures for the conduct of school business and from time to time, to change or abolish such policies, practices and procedures; to discontinue processes or operations or discontinue their performance by employees; to select and determine the number and types of employees required to perform the school's operations; to establish contracts or subcontracts for school operations; and to determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the school district.

ARTICLE XII, INSURANCE BENEFITS

- A. Each full-time bargaining unit member and eligible dependents may enroll in either of the following health insurance plans or their equivalent, with the premium payments provided in subparagraph B below. A full-time teacher, for purposes of this contract, shall mean a teacher who teaches at least three full-time courses. Full-time, for bargaining unit members who are not in "teaching positions," shall mean a bargaining unit member who works at least one-half of the school day. For the purposes of this contract an eligible dependent child shall be defined in accordance with applicable law. Any teacher not covered by the insurance benefits under this agreement may elect to purchase such insurance coverage by paying the full insurance premiums, including the life insurance premium.

The Board reserves the right to change insurance carriers, provided that benefits are equivalent or better. The Board will meet and confer with the E.O. Smith High School Teacher Association regarding any contemplated changes in order to effect the best possible communication and planning.

A period of open enrollment shall be scheduled for health plan insurance selection prior to January 1st each year. Employees will be given the option to change plans at this time.

1. Century Preferred Plan (PPO) administered by Anthem Blue Cross and Blue Shield of Connecticut as described in greater detail in Appendix E.

Effective July 1, 2012:

In-Network Services:

Office visit co-pay	\$20 per visit
Emergency Room visit	\$50 per visit
Home and office maximum	unlimited
Mental Health Parity	
In patient surgical/hospital	\$100
Urgent Care	\$25

Prescription Drugs – Generic \$10; Formulary \$20; Non-Formulary \$30
(\$3,000 maximum per calendar year), including oral contraceptives, at one times
the co-pay for mail order.)

Out-of-Network Services:

Deductible - \$200/\$400/\$500
Coinsurance - \$80% to \$1000/\$2000/\$2500

Effective July 1, 2013:

In-Network Services:

Office visit co-pay	\$25 per visit
Emergency Room visit	\$75 per visit
Home and office maximum	unlimited
Mental Health Parity	
In patient surgical/hospital	\$300
Outpatient surgery	\$150
Urgent Care	\$50

Prescription Drugs – Generic \$10; Formulary \$20; Non-Formulary \$30
(\$3,000 maximum per calendar year), including oral contraceptives, at one times
the co-pay for mail order.)

Out-of-Network Services:

Deductible - \$200/\$400/\$500
Coinsurance - \$80% to \$1000/\$2000/\$2500

2. Anthem Blue Cross and Blue Shield of Connecticut Health Maintenance Organization Plan, with oral contraceptives, mental health parity, and same sex domestic partner coverage, as well as other coverage described in the plan booklet and in Appendix E.

Effective July 1, 2012:

In-Network Services:

Well Care	\$15 per visit
Primary care office visits	\$15 per visit
Specialist consultations	\$15 per visit
Emergency Room	\$50 per visit
Urgent Care	\$25

Prescription Drugs – Generic \$10; Formulary \$20; Non-Formulary \$30, at one times the co-pay for mail order (unlimited maximum per calendar year)

Effective July 1, 2013:

In-Network Services:

Primary care office visits	\$20per visit
Specialist consultations	\$20 per visit
Emergency Room	\$75 per visit
Urgent Care	\$50
Outpatient surgery	\$100

Prescription Drugs – Generic \$10; Formulary \$20; Non-Formulary \$30, at one times the co-pay for mail order (unlimited maximum per calendar year)

3. Anthem Blue Cross and Blue Shield of Connecticut Dental Plan as described in Appendix E.

B. Monthly premium payments shall be allocated as follows:

1. Anthem Blue Cross and Blue Shield Preferred Provider Organization (PPO):

	<u>Board Payment</u>	<u>Teacher Payment</u>
Effective July 1, 2012	82%	18%*
Effective July 1, 2013	81%	19%
Effective July 1, 2014	80%	20%

*The 18% teacher premium contribution effective July 1, 2012 shall not exceed the whole dollar premium contribution paid by teachers in the 2011-2012 contract year.

2. Anthem Blue Cross and Blue Shield Health Maintenance Organization (HMO) Health Plan:

	<u>Board Payment</u>	<u>Teacher Payment</u>
Effective July 1, 2012	87%	13%*
Effective July 1, 2013	86%	14%
Effective July 1, 2014	85%	15%

*The 13% teacher premium contribution effective July 1, 2012 shall not exceed the whole dollar premium contribution paid by teachers in the 2011-2012 contract year.

The above identified percentages are applicable to all three categories of insurance coverage (individual, employee plus dependent, and family).

The Board will notify the Association of any premium increases on an annual basis by September 1.

All teachers shall be allowed to purchase additional life insurance through the Board's carrier, at no cost to the Board of Education and upon carrier approval.

The Board shall implement and maintain a Section 125 pretax salary deduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions allow for such a plan. Said plan will be designed to permit exclusion from taxable income of the teachers' share of health insurance premiums, allowable medical expenses, and dependent care pursuant to IRS regulations for those teachers who complete and sign the appropriate salary deduction form as provided by the Board. The Board shall incur no obligation to engage in any form of impact bargaining in the event that a change of law reduces or eliminates the tax exempt status of the teacher insurance premium contributions. Neither the Association nor any teacher covered by this Agreement shall make any claim or demand, nor maintain any action against the Board, or any of its members or agents for taxes, penalties, interest, or other costs or loss arising from the use of the salary deduction form, or from any change in law that may reduce or eliminate the teacher tax benefits to be derived from this plan. Further, the parties agree that the health insurance benefits and the administration of those benefits shall continue to be governed by the collective bargaining agreement and the carrier's insurance plan.

- C. The Board will provide a general liability insurance policy to indemnify employees for errors and omissions in the course of their employment.
- D. The Board shall provide, without cost, for each full time Association member a term life insurance policy equal to no less than either one (1) times salary or \$50,000.

- E. The Board agrees to offer each teacher the option of participating in an Income Protection Plan commencing on day one hundred eighty (180) of continuous disability, consisting of a benefit of 66 2/3% of the teacher's salary, \$7,000 monthly maximum. The cost of participation shall be borne by the individual teacher.
- F. Retiring or retired teachers may elect to continue health insurance benefits provided by the Board of Education. Retired teachers will pay to the Board the cost of insurance on a monthly basis, as per the group rate and according to state or federal laws.
- G. All members of the Association shall be eligible for the "flexible benefits program".
- H. The insurance plans described in this article shall be subject to and governed by the Century Preferred Plan (PPO) administered by Anthem Blue Cross and Blue Shield of Connecticut and the Health Maintenance Organization (HMO) Plan administered by Anthem Blue Cross and Blue Shield of Connecticut. Copies of the managed benefits plan descriptions are available in the Superintendent's office. The summary plan descriptions shall prevail in the event of any discrepancies between those summary plan descriptions and the benefits described in the Appendix.

ARTICLE XIII, ASSOCIATION RIGHTS

- A. The Association may with prior approval use school facilities at reasonable times and without cost upon reasonable prior notice to the school principal and may hold meetings at appropriate times and places as long as such meetings do not interfere with any school responsibilities or functions.
- B. All teachers at E.O. Smith, as a condition of continued employment, shall within (60) sixty days of the commencement of the school year elect one of the following plans:
 - 1. Pay in cash to the Association the membership dues and assessments of the local Association, the Connecticut Education Association, and the National Education Association.
 - 2. Sign and deliver to the Board (through the Association) an assignment authorizing payroll deduction for membership dues and assessments of the local Association, the Connecticut Education Association, and the National Education Association, and such authorization shall remain in effect from year to year, unless revoked in writing for the purpose of choosing one of the other options.
 - 3. Pay to the Association, by either of the above methods, an agency fee in lieu of membership dues not to exceed the cost of collective bargaining, contract administration and grievance adjustment. The Association will provide information regarding the calculation of the fee and a procedure for resolving fee disputes, in accordance with the law. The Association shall indemnify and hold the Board harmless for any costs, claims, demands, suits and liabilities including attorneys' fees arising out

of or relating to the provisions of this Article whether arising from legal, judicial, administrative, settlement or other proceedings.

- C. The President of the Association will be released from extra duty assignments outside the assigned teaching periods and will use such release time to attend meetings with members of the Administration and to perform other representation functions.
- D. The Board shall provide minutes of previous meetings and agendas of future meetings to the president of the Association as soon as they are available.
- E. The Board continues to honor agreements reached with the teaching staff of E.O. Smith School who were employees of the State of Connecticut prior to the formation of Region #19, unless such agreements are expressly modified, revised or amended herein.

ARTICLE XIV, TEAM MENTOR COMPENSATION

During the year(s) in which a mentor is assigned a mentee, he/she shall be paid a local stipend of \$500.00 per state grant or per Board's general account if the grant is withdrawn.

ARTICLE XV, DURATION

- A. This Agreement shall take effect July 1, 2012 and shall remain in full force and effect up to and including June 30, 2015.
- B. If any provision of this contract is determined to be contrary to law, such provision shall be severed from this agreement, and shall not be performed or enforced. However, such finding will have no effect on the remaining portion or portions of this agreement, and both parties agree to meet and bargain such new language as is necessary to comply with legal restrictions.
- C. This contract contains the full and complete agreement between the Board and the Association on all bargainable issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered by this agreement. All prior practices, agreements, and understandings are void and of no force and effect unless specifically incorporated herein.
- D. This agreement shall not be altered, amended, or changed except in writing, in a document signed by both the Association and the Board, which amendment shall be appended to and become a part of this agreement. However, it is recognized that neither party has any obligation to negotiate such an amendment or modification during the life of this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement this 23 day of December, 2011.

REGIONAL SCHOOL DISTRICT NO. 19
BOARD OF EDUCATION

E.O. SMITH HIGH SCHOOL
TEACHER ASSOCIATION

By James R. Mark, Chairman By [Signature]

APPENDIX A-1

SALARY SCHEDULE 2012-2013

Represents a General Wage Freeze and Step Freeze of the rates in effect as of June 30, 2012

<u>STEP</u>	<u>B.S</u>	<u>M.S</u>	<u>6TH</u>	<u>Ph.D</u>
1	44,209	46,999	49,790	52,580
2	46,093	48,885	51,675	54,466
3	47,914	50,705	53,495	56,287
4	49,735	52,525	55,317	58,108
5	51,557	54,348	57,138	59,929
6	53,377	56,168	58,958	61,749
7	55,198	57,988	60,781	63,571
8	57,020	59,810	62,601	65,392
9	58,840	61,631	64,421	67,212
10	60,661	63,452	66,243	69,034
11	62,482	65,273	68,064	70,854
12	64,303	67,094	69,885	72,676
13	66,117	68,907	71,700	74,490
14	66,117	72,396	75,188	77,979
15	66,117	79,175	81,966	84,757

APPENDIX A-2

SALARY SCHEDULE 2013-2014
Represents Increment plus 1.50% GWI

<u>STEP</u>	<u>B.S</u>	<u>M.S</u>	<u>6TH</u>	<u>Ph.D</u>
1	44,872	47,704	50,537	53,369
2	46,784	49,618	52,450	55,283
3	48,633	51,466	54,297	57,131
4	50,481	53,313	56,147	58,980
5	52,330	55,163	57,995	60,828
6	54,178	57,011	59,842	62,675
7	56,026	58,858	61,693	64,525
8	57,875	60,707	63,540	66,373
9	59,723	62,555	65,387	68,220
10	61,571	64,404	67,237	70,070
11	63,419	66,252	69,085	71,917
12	65,268	68,100	70,933	73,766
13	67,109	69,941	72,776	75,607
14	67,109	73,482	76,316	79,149
15	67,109	80,363	83,195	86,028

APPENDIX A-3

SALARY SCHEDULE 2014-2015
Represents Increment plus 1.50% GWI

<u>STEP</u>	<u>B.S</u>	<u>M.S</u>	<u>6TH</u>	<u>Ph.D</u>
1	45,545	48,420	51,295	54,169
2	47,486	50,363	53,237	56,112
3	49,362	52,238	55,112	57,988
4	51,238	54,113	56,989	59,864
5	53,115	55,991	58,865	61,740
6	54,990	57,866	60,740	63,615
7	56,866	59,741	62,618	65,492
8	58,743	61,618	64,493	67,368
9	60,618	63,494	66,368	69,243
10	62,494	65,370	68,245	71,121
11	64,371	67,246	70,121	72,996
12	66,247	69,122	71,997	74,873
13	68,115	70,990	73,867	76,741
14	68,115	74,584	77,461	80,336
15	68,115	81,568	84,443	87,319

APPENDIX B

ADDED DAYS COMPENSATION

1. Teachers assigned to work beyond the scheduled 186 day school year shall be compensated at the per diem rate of their step on the salary schedule.
2. Teachers shall be assigned to additional work days by the Superintendent within the limitations established by the Board of Education.
3. Faculty may be assigned additional compensated work days at the discretion of the Board.
4. The positions listed below may be assigned additional compensated work days up to a maximum of days noted. The maximum days listing should not be construed as a guarantee of additional days of employment.

<u>Position</u>	<u>Maximum Days</u>
Career and Tech Education Director	205
Media Director	205
Guidance Director	205
Agriculture Education Director	212
Agriculture Education 1	210
Agriculture Education 2	210
Agriculture Education 3	210
Counselor 1	191
Counselor 2	191
Counselor 3	191
Counselor 4	191
Counselor 5	191
Nurse	196

APPENDIX C-1

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2012-2013

1. Teachers shall be appointed to coaching and advisory duties by the superintendent, upon recommendation of the school administrators and the director of athletics.
2. Appointments to coaching and supervisory duties shall be for one year.
3. The following stipends, based on the number of years experience in Region 19, shall be paid annually during the 2012-2013 school year.
4. The Board of Education may establish new positions upon recommendation of the superintendent.
5. Application to the Board of Education for recognition of new stipend positions shall be in accordance with Board of Education policy, "School Sponsored Clubs, Athletic Teams, and Activities."

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Baseball, Varsity	3,762	4,228	4,694
Baseball, Junior Varsity	2,291	2,758	3,223
Baseball, Freshman	1,685	2,152	2,618
Basketball Varsity, Boys	4,877	5,347	5,812
Basketball Junior Varsity Boys	3,059	3,525	3,991
Basketball, Freshman Boys	2,353	2,820	3,290
Basketball, Varsity Girls	4,877	5,347	5,812
Basketball, Junior Varsity Girls	3,059	3,525	3,991
Basketball, Freshman Girls	2,353	2,820	3,290
Cheerleading (winter)	3,059	3,525	3,991
Cheerleading (fall)	3,365	3,832	4,298
Crew, Varsity	3,762	4,228	4,694
Crew, Junior Varsity	2,291	2,758	3,223
Crew, Novice	2,291	2,758	3,223
Cross Country, Boys	2,793	3,259	3,724
Cross Country, Assistant Boys	2,240	2,706	3,172
Cross Country, Girls	2,793	3,259	3,724
Cross Country, Assistant Girls	2,240	2,706	3,172
Diving (winter season)	3,263	3,730	4,197
Diving (fall season)	2,188	2,656	3,121
Field Hockey, Varsity	3,063	3,529	3,998
Field Hockey, Junior Varsity	2,085	2,552	3,018
Football Head	4,718	5,201	5,681
Football Assistant (4)	3,365	3,832	4,298
Golf	2,590	3,056	3,521
Golf, JV	1,577	2,043	2,510
Ice Hockey	4,688	5,155	5,621
Ice Hockey, Assistant	3,059	3,525	3,991

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Indoor Track	4,621	5,090	5,554
Soccer, Varsity Boys	3,463	3,929	4,397
Soccer, Junior Varsity Boys	2,087	2,552	3,018
Soccer, Freshman Boys	1,553	2,019	2,488
Soccer, Varsity Girls	3,463	3,929	4,397
Soccer, Junior Varsity Girls	2,087	2,552	3,018
Soccer, Freshman Girls	1,553	2,019	2,488
Softball, Varsity	3,762	4,228	4,694
Softball, Junior Varsity	2,291	2,758	3,223
Softball, Freshman	1,685	2,152	2,618
Swimming (winter season)	4,621	5,090	5,554
Swimming (fall season)	3,200	3,664	4,131
Tennis, Boys	2,927	3,395	3,861
Tennis, Girls	2,927	3,395	3,861
Track, Boys	3,686	4,153	4,620
Track, Assistant Boys	2,240	2,706	3,172
Track, Girls	3,686	4,153	4,620
Track, Assistant Girls	2,240	2,706	3,172
Unified Sports, Basketball	1,220	1,688	2,154
Volleyball, Varsity Girls	3,463	3,929	4,397
Volleyball, Junior Varsity Girls	2,087	2,552	3,018
Volleyball, Freshman Girls	1,553	1,991	2,488
Volleyball, Varsity Boys	3,463	3,929	4,397
Wrestling	4,688	5,155	5,621
Wrestling Assistant	3,059	3,525	3,991

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2012-2013

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Academic Quiz Bowl	978	1,429	1,884
Amnesty Free/Tibet (2)	978	1,429	1,884
Art Club	978	1,429	1,884
Best Buddies	978	1,429	1,884
Book Club (2)	978	1,429	1,884
Chamber Music	1,581	2,033	2,485
Chamber Singers	1,581	2,033	2,485
Class Advisors:			
Freshmen (2)	1,581	2,033	2,485
Sophomore (2)	1,581	2,033	2,485
Junior (2)	1,581	2,033	2,485
Senior (2)	1,581	2,033	2,485
Dance Team	978	1,429	1,884
DECA	2,183	2,635	3,085
Drama Club Assistant	1,581	2,033	2,485
Drama Club Head	2,183	2,635	3,085
Drama Club Sets	978	1,429	1,884
Environmental Club	978	1,429	1,884
Gay Straight Alliance (2)	978	1,429	1,884
International Association (2)	978	1,429	1,884
Intramurals	2,183	2,635	3,085
Jazz Band	1,581	2,033	2,485
Leo Club	978	1,429	1,884
Math Club (2)	978	1,429	1,884
Men's Choir	1,581	2,033	2,485
National Honor Society	1,581	2,033	2,485
Newspaper (Oracle)	1,581	2,033	2,485
Peer Natural Helper Advisors (2)	978	1,429	1,884
Science Club	978	1,429	1,884
Scuba Diving Club	978	1,429	1,884
Ski Club	1,581	2,033	2,485
Student Council (2)	978	1,429	2,485
Students for International Socialism	978	1,429	1,884
Technology Student Assoc. (2)	978	1,429	1,884
Virtu	978	1,429	1,884
Women's Choir	1,581	2,033	2,485
World Language Honor Society (2)	978	1,429	1,884
Yearbook (2)	2,183	2,635	3,085
Youth Symphony	1,581	2,033	2,485

STIPEND POSITIONS

Professional Development Chairs (2)	978
Band Director	4,407
Choral Director	4,407
Curriculum Coordinator	1,674
Orchestra Director	4,407
Senior Project Directors (2)	1,846
Technology Coach (10)	1,377

The Association President and the Superintendent may mutually agree to revise the stipends provided above during the term of the Agreement. If the Association President and the Superintendent do not agree upon proposed revisions, the status quo shall continue and any dispute shall not be grievable.

APPENDIX C-2

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2013-2014

1. Teachers shall be appointed to coaching and advisory duties by the superintendent, upon recommendation of the school administrators and the director of athletics.
2. Appointments to coaching and supervisory duties shall be for one year.
3. The following stipends, based on the number of years experience in Region 19, shall be paid annually during 2013-2014 school year.
4. The Board of Education may establish new positions upon recommendation of the superintendent.
5. Application to the Board of Education for recognition of new stipend positions shall be in accordance with Board of Education policy, "School Sponsored Clubs, Athletic Teams, and Activities."

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Baseball, Varsity	3,819	4,291	4,765
Baseball, Junior Varsity	2,326	2,799	3,272
Baseball, Freshman	1,710	2,184	2,657
Basketball Varsity, Boys	4,950	5,427	5,899
Basketball Junior Varsity Boys	3,105	3,578	4,051
Basketball, Freshman Boys	2,389	2,862	3,339
Basketball, Varsity Girls	4,950	5,427	5,899
Basketball, Junior Varsity Girls	3,105	3,578	4,051
Basketball, Freshman Girls	2,389	2,862	3,339
Cheerleading (winter)	3,105	3,578	4,051
Cheerleading (fall)	3,416	3,889	4,363
Crew, Varsity	3,819	4,291	4,765
Crew, Junior Varsity	2,326	2,799	3,272
Crew, Novice	2,326	2,799	3,272
Cross Country, Boys	2,834	3,308	3,780
Cross Country, Assistant Boys	2,274	2,747	3,219
Cross Country, Girls	2,834	3,308	3,780
Cross Country, Assistant Girls	2,274	2,747	3,219
Diving (winter season)	3,312	3,786	4,260
Diving (fall season)	2,221	2,696	3,168
Field Hockey, Varsity	3,109	3,582	4,058
Field Hockey, Junior Varsity	2,117	2,590	3,064
Football Head	4,789	5,279	5,766
Football Assistant (4)	3,416	3,889	4,363
Golf	2,629	3,102	3,573
Golf, JV	1,601	2,074	2,548
Ice Hockey	4,758	5,233	5,705
Ice Hockey, Assistant	3,105	3,578	4,051

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Indoor Track	4,690	5,167	5,637
Soccer, Varsity Boys	3,515	3,988	4,463
Soccer, Junior Varsity Boys	2,118	2,590	3,064
Soccer, Freshman Boys	1,576	2,050	2,525
Soccer, Varsity Girls	3,515	3,988	4,463
Soccer, Junior Varsity Girls	2,118	2,590	3,064
Soccer, Freshman Girls	1,576	2,050	2,525
Softball, Varsity	3,819	4,291	4,765
Softball, Junior Varsity	2,326	2,799	3,272
Softball, Freshman	1,710	2,184	2,657
Swimming (winter season)	4,690	5,167	5,637
Swimming (fall season)	3,248	3,718	4,193
Tennis, Boys	2,971	3,445	3,919
Tennis, Girls	2,971	3,445	3,919
Track, Boys	3,741	4,215	4,689
Track, Assistant Boys	2,274	2,747	3,219
Track, Girls	3,741	4,215	4,689
Track, Assistant Girls	2,274	2,747	3,219
Unified Sports, Basketball	1,238	1,714	2,186
Volleyball, Varsity Girls	3,515	3,988	4,463
Volleyball, Junior Varsity Girls	2,118	2,590	3,064
Volleyball, Freshman Girls	1,576	2,021	2,525
Volleyball, Varsity Boys	3,515	3,988	4,463
Wrestling	4,758	5,233	5,705
Wrestling Assistant	3,105	3,578	4,051

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2013-2014

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Academic Quiz Bowl	993	1,450	1,912
Amnesty Free/Tibet (2)	993	1,450	1,912
Art Club	993	1,450	1,912
Best Buddies	993	1,450	1,912
Book Club (2)	993	1,450	1,912
Chamber Music	1,605	2,063	2,522
Chamber Singers	1,605	2,063	2,522
Class Advisors:			
Freshmen (2)	1,605	2,063	2,522
Sophomore (2)	1,605	2,063	2,522
Junior (2)	1,605	2,063	2,522
Senior (2)	1,605	2,063	2,522
Dance Team	993	1,450	1,912
DECA	2,216	2,675	3,131
Drama Club Assistant	1,605	2,063	2,522
Drama Club Head	2,216	2,675	3,131
Drama Club Sets	993	1,450	1,912
Environmental Club	993	1,450	1,912
Gay Straight Alliance (2)	993	1,450	1,912
International Association (2)	993	1,450	1,912
Intramurals	2,216	2,675	3,131
Jazz Band	1,605	2,063	2,522
Leo Club	993	1,450	1,912
Math Club (2)	993	1,450	1,912
Men's Choir	1,605	2,063	2,522
National Honor Society	1,605	2,063	2,522
Newspaper (Oracle)	1,605	2,063	2,522
Peer Natural Helper Advisors (2)	993	1,450	1,912
Science Club	993	1,450	1,912
Scuba Diving Club	993	1,450	1,912
Ski Club	1,605	2,063	2,522
Student Council (2)	993	1,450	2,522
Students for International Socialism	993	1,450	1,912
Technology Student Assoc. (2)	993	1,450	1,912
Virtu	993	1,450	1,912
Women's Choir	1,605	2,063	2,522
World Language Honor Society (2)	993	1,450	1,912
Yearbook (2)	2,216	2,675	3,131
Youth Symphony	1,605	2,063	2,522

STIPEND POSITIONS

Professional Development Chairs (2)	993
Band Director	4,473
Choral Director	4,473
Curriculum Coordinator	1,699
Orchestra Director	4,473
Senior Project Directors (2)	1,874
Technology Coach (10)	1,398

The Association President and the Superintendent may mutually agree to revise the stipends provided above during the term of the Agreement. If the Association President and the Superintendent do not agree upon proposed revisions, the status quo shall continue and any dispute shall not be grievable.

APPENDIX C-3

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2014-2015

1. Teachers shall be appointed to coaching and advisory duties by the superintendent, upon recommendation of the school administrators and the director of athletics.
2. Appointments to coaching and supervisory duties shall be for one year.
3. The following stipends, based on the number of years experience in Region 19, shall be paid annually during 2014-2015 school year.
4. The Board of Education may establish new positions upon recommendation of the superintendent.
5. Application to the Board of Education for recognition of new stipend positions shall be in accordance with Board of Education policy, "School Sponsored Clubs, Athletic Teams, and Activities."

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Baseball, Varsity	3,876	4,355	4,836
Baseball, Junior Varsity	2,361	2,841	3,321
Baseball, Freshman	1,736	2,217	2,697
Basketball Varsity, Boys	5,024	5,508	5,988
Basketball Junior Varsity Boys	3,152	3,631	4,112
Basketball, Freshman Boys	2,425	2,905	3,389
Basketball, Varsity Girls	5,024	5,508	5,988
Basketball, Junior Varsity Girls	3,152	3,631	4,112
Basketball, Freshman Girls	2,425	2,905	3,389
Cheerleading (winter)	3,152	3,631	4,112
Cheerleading (fall)	3,467	3,947	4,428
Crew, Varsity	3,876	4,355	4,836
Crew, Junior Varsity	2,361	2,841	3,321
Crew, Novice	2,361	2,841	3,321
Cross Country, Boys	2,877	3,358	3,837
Cross Country, Assistant Boys	2,308	2,788	3,268
Cross Country, Girls	2,877	3,358	3,837
Cross Country, Assistant Girls	2,308	2,788	3,268
Diving (winter season)	3,362	3,842	4,324
Diving (fall season)	2,255	2,736	3,216
Field Hockey, Varsity	3,155	3,636	4,118
Field Hockey, Junior Varsity	2,149	2,629	3,110
Football Head	4,861	5,358	5,852
Football Assistant (4)	3,467	3,947	4,428
Golf	2,668	3,149	3,627
Golf, JV	1,625	2,105	2,586
Ice Hockey	4,830	5,311	5,791
Ice Hockey, Assistant	3,152	3,631	4,112

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Indoor Track	4,760	5,244	5,721
Soccer, Varsity Boys	3,568	4,048	4,530
Soccer, Junior Varsity Boys	2,150	2,629	3,110
Soccer, Freshman Boys	1,600	2,080	2,563
Soccer, Varsity Girls	3,568	4,048	4,530
Soccer, Junior Varsity Girls	2,150	2,629	3,110
Soccer, Freshman Girls	1,600	2,080	2,563
Softball, Varsity	3,876	4,355	4,836
Softball, Junior Varsity	2,361	2,841	3,321
Softball, Freshman	1,736	2,217	2,697
Swimming (winter season)	4,760	5,244	5,721
Swimming (fall season)	3,297	3,774	4,256
Tennis, Boys	3,016	3,497	3,978
Tennis, Girls	3,016	3,497	3,978
Track, Boys	3,797	4,279	4,759
Track, Assistant Boys	2,308	2,788	3,268
Track, Girls	3,797	4,279	4,759
Track, Assistant Girls	2,308	2,788	3,268
Unified Sports, Basketball	1,257	1,739	2,219
Volleyball, Varsity Girls	3,568	4,048	4,530
Volleyball, Junior Varsity Girls	2,150	2,629	3,110
Volleyball, Freshman Girls	1,600	2,051	2,563
Volleyball, Varsity Boys	3,568	4,048	4,530
Wrestling	4,830	5,311	5,791
Wrestling Assistant	3,152	3,631	4,112

SUPPLEMENTAL PAY POSITIONS – EFFECTIVE 2014-2015

POSITION	YEAR 1-4	YEAR 5-8	YEAR 9+
Academic Quiz Bowl	1,008	1,472	1,941
Amnesty Free/Tibet (2)	1,008	1,472	1,941
Art Club	1,008	1,472	1,941
Best Buddies	1,008	1,472	1,941
Book Club (2)	1,008	1,472	1,941
Chamber Music	1,629	2,094	2,560
Chamber Singers	1,629	2,094	2,560
Class Advisors:			
Freshmen (2)	1,629	2,094	2,560
Sophomore (2)	1,629	2,094	2,560
Junior (2)	1,629	2,094	2,560
Senior (2)	1,629	2,094	2,560
Dance Team	1,008	1,472	1,941
DECA	2,249	2,715	3,178
Drama Club Assistant	1,629	2,094	2,560
Drama Club Head	2,249	2,715	3,178
Drama Club Sets	1,008	1,472	1,941
Environmental Club	1,008	1,472	1,941
Gay Straight Alliance (2)	1,008	1,472	1,941
International Association (2)	1,008	1,472	1,941
Intramurals	2,249	2,715	3,178
Jazz Band	1,629	2,094	2,560
Leo Club	1,008	1,472	1,941
Math Club (2)	1,008	1,472	1,941
Men's Choir	1,629	2,094	2,560
National Honor Society	1,629	2,094	2,560
Newspaper (Oracle)	1,629	2,094	2,560
Peer Natural Helper Advisors (2)	1,008	1,472	1,941
Science Club	1,008	1,472	1,941
Scuba Diving Club	1,008	1,472	1,941
Ski Club	1,629	2,094	2,560
Student Council (2)	1,008	1,472	2,560
Students for International Socialism	1,008	1,472	1,941
Technology Student Assoc. (2)	1,008	1,472	1,941
Virtu	1,008	1,472	1,941
Women's Choir	1,629	2,094	2,560
World Language Honor Society (2)	1,008	1,472	1,941
Yearbook (2)	2,249	2,715	3,178
Youth Symphony	1,629	2,094	2,560

STIPEND POSITIONS

Professional Development Chairs (2)	1,008
Band Director	4,540
Choral Director	4,540
Curriculum Coordinator	1,725
Orchestra Director	4,540
Senior Project Directors (2)	1,902
Technology Coach (10)	1,419

The Association President and the Superintendent may mutually agree to revise the stipends provided above during the term of the Agreement. If the Association President and the Superintendent do not agree upon proposed revisions, the status quo shall continue and any dispute shall not be grievable.

APPENDIX D

SIDE AGREEMENT

CANARX SERVICES INC. PRESCRIPTION MAIL ORDER

The parties agree that if the Town of Mansfield establishes a mail order prescription drug program with CanaRX or another Canadian firm, such plan will be made available on a voluntary basis to the bargaining unit members of the E.O. Smith High School Teachers' Association. The terms and conditions of such mail order prescription drug program shall be determined by the Town of Mansfield. If the Town of Mansfield eliminates the Canadian prescription drug mail order program, Regional School District #19 Board of Education will not be obligated to either continue the Canadian prescription drug program or to provide an alternative program.

APPENDIX E - Summary Description of Medical and Dental Benefits

RSD 19 Teachers Plans PPO & HMO

BENEFIT	Current PPO (THROUGH JUNE 30, 2013)	Current HMO (Through June 30, 2013)
Costshares	<p align="center">In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p align="center">\$ 20 PCP / \$ 20 Specialist \$ 50 Emergency Room/\$ 25 Urgent Care Facility \$ 0 Outpat Surg Facility / \$ 100 Inpat Hosp Deductible \$200/\$400/\$500 Cost share Maximum \$800/\$1,600/\$2,000 Out of Pocket Cost \$1,000/\$2,000/\$2,500 Lifetime Maximum In-Network - Unlimited Lifetime maximum out of network - Unlimited</p>	<p align="center">In-Network services subject to co-pays Out-of-Network not available</p> <p align="center">\$ 15 PCP / \$ 15 Specialist \$ 0 Op Hsp / \$ 0 Inpat Hosp co-pay \$50 Emergency / \$25 Urgent Care Facility</p> <p align="center">Lifetime Maximum In-Network -Unlimited</p>
Preventive Care Pediatric	<p align="center">Covered according to age-based schedule \$0 Copay Birth to 1 year - 6 exams 1 through 5 years - 6 exams 6 through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year</p>	<p align="center">Covered according to age-based schedule: \$0 co-pay Birth to 1 year - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year Not covered out of Network</p>
Adult	<p align="center">Covered according to age-based schedule \$0 Co-pay 22 through 29 one exam every 5 calendar years 30 through 39 one exam every 3 calendar years 40 through 49 one exam every 2 calendar years 50 and over one exam per calendar year</p>	<p align="center">Covered according to age-based schedule: \$0 Co-pay 22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year Not covered out of Network</p>
Vision	<p align="center">\$20 Co-pay one exam every two years (Frames & Lenses covered under vision rider)</p>	<p align="center">\$15 Co-pay one exam every two years (Frames & Lenses covered under vision rider) Not covered out of Network</p>
Hearing	<p align="center">\$ 20 Co-pay</p>	<p align="center">\$ 15 Co-pay</p>
Gynecological	<p align="center">\$ 0 Co-pay Routine annual exam</p>	<p align="center">\$15 Co-pay Routine annual exam</p>

Medical Services Medical Office Visit	\$ 20 office visit co-pay \$ 20 office visit co-pay Specialist	\$ 15 office visit co-pay PCP \$ 15 office visit co-pay Specialist
Outpatient PT/OT/Chiro/ Speech	\$ 0 co-pay 50 combined visits per member per calendar year (subject to medical necessity)	\$ 15 office visit co-pay Unlimited Visits (subject to medical necessity)
Allergy Services	\$ 20 office visit co-pay No copay for injections	\$15 office visit co-pay No copay for injections maximum benefit - 80 visits in 3 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	\$ 20 per visit unlimited visits subject to medical necessity	\$ 15 office visit co-pay
Emergency Care Emergency Room	\$ 50 co-pay (waived if admitted)	\$ 50 co-pay (waived if admitted)
Urgent Care	\$ 25 co-pay Participating Facilities only.	\$ 25 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Inpatient Hospital General/Medical/Surgical/Maternity (Semi-Private)	Note: All hospital admissions require pre-cert \$ 100 per admission co-pay	Note: All hospital admissions require pre-cert \$ 0 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$ 100 per admission co-pay	\$ 0 per admission co-pay

Substance Abuse/ Detox	\$ 100 per admission co-pay	\$ 0 per admission co-pay
Rehabilitative	\$ 100 per admission co-pay Covered up to 60 days per calendar year	\$ 0 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$ 100 per admission co-pay Covered up to 120 days	\$ 0 per admission co-pay up to 120 days per calendar year
Hospice	\$ 100 per admission co-pay Covered up to 60 days	\$ 0 per admission co-pay up to 60 days per calendar year
Outpatient Hospital		
Outpatient Surgery Facility Charges	\$ 0 per admission co-pay	\$ 0 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equipment	Covered (Limited to covered items only)	Covered (Limited to covered items only)
Prescription Drugs	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - unlimited max \$3,000 max then roll to out-of-network	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - unlimited max
Infertility	Unlimited Lifetime maximum (Limited to covered services only)	\$5,000 Lifetime maximum Phase I \$ 15 co-pay Phase II & III 50% (limited to covered services only)
Dependent age max	Covered according to PPACA Child to Age 26	Covered according to PPACA Child to Age 26
Dental Coverage	Individual Deductible \$50 applies to Basic and Major Services Only Preventive 100%/Basic Services 80%/Major Services 50% Recent Bridge/Bridges/Dentures covered @ 80% under Basic Annual Maximum \$1,000 and No Orthodontic Coverage	Individual Deductible \$50 applies to Basic and Major Services Only Preventive 100%/Basic Services 80%/Major Services 50% Recent Bridge/Bridges/Dentures covered @ 80% under Basic Annual Maximum \$1,000 and No Orthodontic Coverage

RSD 19 Teachers Plans PPO & HMO

BENEFIT	UPDATED PPO EFFECTIVE JULY 1, 2013	UPDATED HMO EFFECTIVE JULY 1, 2013
Costshares	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>\$ 25 PCP / \$ 25 Specialist \$ 75 Emergency Room/\$ 50 Urgent Care Facility \$150 Outpat Surg Facility / \$ 300 Inpat Hosp Deductible \$200/\$400/\$500 Cost share Maximum \$800/\$1,600/\$2,000 Out of Pocket Cost \$1,000/\$2,000/\$2,500 Lifetime Maximum In-Network - Unlimited Lifetime maximum out of network - Unlimited</p>	<p>In-Network services subject to co-pays Out-of-Network not available</p> <p>\$ 20 PCP / \$ 20 Specialist \$ 100 Op Hsp / \$ 0 Inpat Hosp co-pay \$75 Emergency / \$50 Urgent Care Facility</p> <p>Lifetime Maximum In-Network -Unlimited</p>
Preventive Care Pediatric	<p>Covered according to age-based schedule \$0 Copay Birth to 1 year - 6 exams 1 through 5 years - 6 exams 6 through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year</p>	<p>Covered according to age-based schedule: \$0 co-pay Birth to 1 year - 6 exams 1 year through 5 years - 6 exams 6 years through 10 years - 1 exam every two years 11 years through 21 years - 1 exam every year Not covered out of Network</p>
Adult	<p>Covered according to age-based schedule \$0 Co-pay 22 through 29 one exam every 5 calendar years 30 through 39 one exam every 3 calendar years 40 through 49 one exam every 2 calendar years 50 and over one exam per calendar year</p>	<p>Covered according to age-based schedule: \$0 Co-pay 22 through 29 one exam every 5 years 30 through 39 one exam every 3 years 40 through 49 one exam every 2 years 50 and over one exam per year Not covered out of Network</p>
Vision	<p>\$25 Co-pay one exam every two years (Frames & Lenses covered under vision rider)</p>	<p>\$20 Co-pay one exam every two years (Frames & Lenses covered under vision rider) Not covered out of Network</p>
Hearing	<p>\$ 25 Co-pay</p>	<p>\$ 20 Co-pay</p>
Gynecological	<p>\$ 0 Co-pay Routine annual exam</p>	<p>\$0 Co-pay Routine annual exam</p>

Medical Services Medical Office Visit	\$ 25 office visit co-pay \$ 25 office visit co-pay Specialist	\$ 20 office visit co-pay PCP \$ 20 office visit co-pay Specialist
Outpatient PT/OT/Chiro/ Speech	\$ 0 co-pay 50 combined visits per member per calendar year (subject to medical necessity)	\$ 20 office visit co-pay Unlimited Visits (subject to medical necessity)
Allergy Services	\$ 25 office visit co-pay No copay for injections	\$20 office visit co-pay No copay for injections maximum benefit - 80 visits in 3 years
Diagnostic Lab & X-ray	Covered	Covered
Inpatient Medical Services	Covered	Covered
Surgery Fees	Covered	Covered
Office Surgery	Covered	Covered
Outpatient MH	\$ 25 per visit unlimited visits subject to medical necessity	\$ 20 office visit co-pay
Emergency Care Emergency Room	\$ 75 co-pay (waived if admitted)	\$ 75 co-pay (waived if admitted)
Urgent Care	\$ 50 co-pay Participating Facilities only.	\$ 50 co-pay Participating Facilities only
Ambulance	Covered Land & Air Ambulance	Covered Land & Air Ambulance
Inpatient Hospital General/Medical/Surgical/Maternity (Semi-Private)	Note: All hospital admissions require pre-cert \$ 300 per admission co-pay	Note: All hospital admissions require pre-cert \$ 0 per admission co-pay
Ancillary Services (Medication, Supplies)	Covered	Covered
Psychiatric	\$ 300 per admission co-pay	\$ 0 per admission co-pay

Substance Abuse/ Detox	\$ 300 per admission co-pay	\$ 0 per admission co-pay
Rehabilitative	\$ 300 per admission co-pay Covered up to 60 days per calendar year	\$ 0 per admission co-pay up to 60 days per calendar year
Skilled Nursing Facility	\$300 per admission co-pay Covered up to 120 days	\$ 0 per admission co-pay up to 120 days per calendar year
Hospice	\$ 300 per admission co-pay Covered up to 60 days	\$ 0 per admission co-pay up to 60 days per calendar year
Outpatient Hospital		
Outpatient Surgery Facility Charges	\$ 150 per admission co-pay	\$100 per admission co-pay
Diagnostic Lab & X-ray	Covered	Covered
Pre-Admission Testing	Covered	Covered
Other Services Durable Medical Equipment	Covered (Limited to covered items only)	Covered (Limited to covered items only)
Prescription Drugs	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - unlimited max \$3,000 max then roll to out-of-network	\$ 10 Generic / \$ 20 Brand / \$ 30 Non listed Brand 1 co-pays mail - unlimited max
Infertility	Unlimited Lifetime maximum (Limited to covered services only)	\$5,000 Lifetime maximum Phase I \$ 15 co-pay Phase II & III 50% (limited to covered services only)
Dependent age max	Covered according to PPACA Child to Age 26	Covered according to PPACA Child to Age 26
Dental Coverage	Individual Deductible \$50 applies to Basic and Major Services Only Preventive 100%/Basic Services 80%/Major Services 50% Recement Bridge/Bridges/Dentures covered @ 80% under Basic Annual Maximum \$1,000 and No Orthodontic Coverage	Individual Deductible \$50 applies to Basic and Major Services Only Preventive 100%/Basic Services 80%/Major Services 50% Recement Bridge/Bridges/Dentures covered @ 80% under Basic Annual Maximum \$1,000 and No Orthodontic Coverage



Employer/Group: TOWN OF MANSFIELD (RSD #19)
Firm Division: 002416151 - TOWN OF MANSFIELD
DENTAL FLEX

Description of Benefits	You Pay:
Annual Deductible (individual/family)	\$50.00/Does not Apply
Annual Maximum (per member per calendar year)	\$1,000.00
Lifetime Orthodontic Maximum (per member)	Does not Apply

Diagnostic & Preventive Services

<ul style="list-style-type: none"> - Periodic evaluations - Initial evaluation - Cleanings, 2 per year - Fluoride treatments to age 19 	<ul style="list-style-type: none"> - Space maintainers to age 19 - X-rays - Emergency Palliative treatment - Sealants to age 	No Charge
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Basic Services

<ul style="list-style-type: none"> - Fillings - Repairing and relining of dentures - Endodontics including but not limited to root canal therapy - Oral surgery 	<ul style="list-style-type: none"> - Simple and surgical extractions - Recement crown - Periodontics - General anesthesia 	20%, after deductible
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Major Services

<ul style="list-style-type: none"> - Repair Bridge - Recement bridge - Prosthodontics including but not limited to bridework, partial and full dentures: - Crowns 	<ul style="list-style-type: none"> - Inlays - Onlays - Post and core 	50%, after deductible
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Accessing Benefits:

Participating Dentists Benefits: When a member receives care from one of our participating Dentists, he or she simply presents his or her identification card showing dental coverage. The dentist bills us directly for all covered services. For dental care provided by a Participating Dentist, we will pay the lesser of Dentist's usual charge or maximum allowable amount as determined by Anthem BCBS. The participating Dentist will accept Anthem BCBS's payment in full and make no additional charge to the member, except as otherwise specified in the member's certificate of coverage.

Non-Participating Dentists Benefits: Anthem BCBS will pay the maximum allowable amount as determined by Anthem BCBS. The member is responsible for any difference between the amount paid by Anthem BCBS and the fee charged by the Dentist.

Dental claims should be submitted to Anthem BCBS Dental, P.O.Box 547, North Haven CT 06473.

Principle Limitations and Exclusions

Services received from a dental or medical department maintained by an employer, a mutual benefit association, labor union, trustee or other similar person or group; Services for which the member incurs no Dentists' Charge or which are

services of a type ordinarily performed by a physician, or charges which would not have been made if insurance was not available; Services with respect to congenital malformations; Services, treatment or supplies furnished by or at the direction of any government, state or political subdivision; Any items not specifically listed in this Policy; Lost or stolen dentures or denture duplication; Gold foil restorations; Temporary services and appliances, such as crown or tooth preparations and temporary fillings, crowns, bridges and dentures; Services as determined by the company, that are rendered in a manner contrary to normal dental practice. A complete list of exclusions appears in the Certificate of Coverage.

This is not a legal policy or contract. It is only a general description of your benefits. If there are discrepancies between the Certificate of Coverage and this summary, the Certificate of Coverage shall control.

November 30, 2011

**MANSFIELD DOWNTOWN PARTNERSHIP
BOARD OF DIRECTORS MEETING**

Thursday, November 3, 2011

**Mansfield Town Hall
Town Council Chambers
4 S. Eagleville Road**

4:00 PM

MINUTES

Present: Steve Bacon, Harry Birkenruth, Matthew Hart, Dennis Heffley, David Lindsay, Frank McNabb, Toni Moran, Richard Orr, Betsy Paterson, Chris Paulhus, Alex Roe, Steve Rogers, Bill Simpson and Ted Yungclas

Staff: Cynthia van Zelm

1. Call to Order

Steve Bacon called the meeting to order in President Philip Lodewick's absence at 4:06 pm.

2. Opportunity for Public Comment

There was no public comment.

3. Approval of Minutes of October 6, 2011

Chris Paulhus made a motion to approve the minutes of October 6, 2011. Bill Simpson seconded the motion. The motion was approved unanimously.

4. Director's Report

Ms. van Zelm said that she and Matt Hart had spoken to CT Main Street and HR&A about strategic planning for the Partnership. One idea was to release a Request for Proposal for a consultant to assist the Partnership with planning as the role of downtown management will become important when Storrs Center opens in August. At the same time the Partnership will

still be involved with the planning of future phases. Ms. van Zelm said the goal is to begin the planning in January.

Mr. Hart said he was interested in making sure the downtown is managed effectively. He said it is important to engage in some strategic planning and thought the Partnership could benefit from third party expertise.

The Board discussed the process for engaging in strategic planning including scope, cost, and solicitation for assistance.

The Board agreed that the discussion of strategic planning needs to be given a significant amount of time at a future meeting.

Mr. Hart suggested that staff from CT Main Street could help with initial facilitation of a discussion. Toni Moran agreed to help Ms. van Zelm with bringing in a facilitator.

5. Storrs Center Action Items

Cynthia van Zelm reported that the framing and exterior work on Phase 1A is expected to be complete in the next couple of weeks so that work can continue in the interior in the winter months. She said that the first building bordering Dog Lane and Storrs Road will have the address of 1 Dog Lane and the second building will have the address of 9 Dog Lane. Ms. van Zelm said the foundations will start on the parking garage in the next few weeks.

Ms. van Zelm said that Froyoworld – a frozen yogurt store – has signed a lease for Phase 1A.

Ms. van Zelm said a public update on Storrs Center is planned for mid-January.

Toni Moran said at the joint Community Quality of Life Committee and Town Council meeting, a Committee member raised the issue of the status of workers employed on the Storrs Center site. She said the Committee wants to ensure that all employment be legal. Mr. Hart asked Ms. van Zelm to review the steps that the master developer takes to ensure that all contractors and subcontractors are complying with the law.

6. State of Connecticut Nondiscrimination Certification of Resolution

Ms. van Zelm said that the University of Connecticut requires its entities with a contract relationship to pass a resolution that the entity complies with the nondiscrimination policies of the State of Connecticut.

Ms. Moran moved that the policies of the Mansfield Downtown Partnership comply with the nondiscrimination agreements and warranties of Connecticut General Statutes Section 4a-60 (a) (1) and Section 4a-60a (a) (1), as amended. Bill Simpson seconded the motion. The motion was approved unanimously.

7. Conflict of Interest Policy

Mr. Bacon said the issue of the Partnership's conflict of interest policy appears to need some clarification, particularly, related to which entity of the Partnership receives notification from a Board member about a possible conflict. The topic was discussed at the Finance and Administration Committee meeting and the Committee recommended seeking Board direction on which Committee would receive such notifications of conflicts.

Harry Birkenruth suggested that Partnership attorney Lee Cole-Chu review the conflict of interest policy in more detail to see if any changes are warranted in the policy and provide some clarification of management of the policy.

Ms. Moran moved that the Board recommend that individual conflicts of interest be referred to the Finance and Administration Committee for a recommendation to the Board of Directors. Mr. Paulhus seconded the motion. Rich Orr abstained. The motion passed with one abstention.

Ms. van Zelm will invite Mr. Cole-Chu to the next Finance and Administration Committee meeting to discuss the conflict of interest policy.

Mr. Bacon noted that if any changes are made to the conflict of interest policy, as it is part of the Partnership Bylaws, they would need to be sent to the membership 45 days before the annual meeting, for the membership's consideration at that meeting.

8. Four Corners Sewer and Water Study Advisory Committee

Mr. Hart reported that the Town and the University continue to work together on water source issues. They have jointly retained Milone & MacBroom to undertake an Environmental Impact Evaluation with respect

to potential water sources. A preliminary report is expected in January/February.

The Town is continuing its work on design of a sewage pump station.

Mr. Hart noted that there is a bond measure on the Town referendum for \$350,000 for design of the water and sewer system. The referendum vote is November 8.

9. Report from Committees

Advertising and Promotion

In Chair Kristin Schwab's absence, Ms. van Zelm said the Committee will meet on November 15 and review the communications plan for the year.

Festival on the Green

Betsy Paterson said the Festival debrief is scheduled for Monday, November 7.

Membership Development

Frank McNabb said the Partnership total membership is 336 with close to \$18,000 in memberships. He said the renewal letter and new membership brochure will go out in the next few days.

He said the Partnership will be represented at a few UConn basketball games and events at Jorgensen.

Planning and Design

Mr. Bacon said the Committee met on October 18 and heard a presentation from Director of Public Works Lon Hultgren on the naming of streets in Storrs Center. He reviewed some of the suggestions with the Board. Mr. Bacon said ultimately the Town Council will make a decision but the Committee and Board can make recommendations.

Mr. Bacon said that Ms. Schwab also gave her presentation on the public spaces plan for downtown. He said Ms. Schwab and her students have done an excellent job. The goal is for them to give a presentation to the Board at its December meeting.

Ms. Paterson made a motion to go into Executive Session to discuss personnel issues pursuant to Connecticut General Statutes Section 1-200(6) (A). Mr. Paulhus seconded the motion. The motion was approved unanimously.

10. Executive Session – Personnel

Present: Mr. Bacon, Mr. Birkenruth, Mr. Hart, Mr. Heffley, Mr. Lindsay, Mr. McNabb, Ms. Moran, Mr. Orr, Ms. Paterson, Mr. Paulhus, Mr. Simpson, and Mr. Yungclas.

11. Adjourn

Mr. Paulhus made a motion to adjourn. David Lindsay seconded the motion. The motion was approved and the meeting adjourned at 5:50 pm.

Minutes taken by Cynthia van Zelm

**HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING MINUTES**

Housing Authority Office

November 17, 2011

8:30 a.m.

Attendance: Mr. Long, Chairperson; Mr. Simonsen, Vice Chairperson; Mr. Eddy; Secretary and Treasurer; Ms Hall, Assistant Treasurer; Kathleen Ward, Commissioner; Ms Fields, Executive Director.

The meeting was called to order at 8:34 a.m. by the Chairperson.

MINUTES

The Chairperson declared the minutes of the October 20, 2011 Annual Meeting and the notes of the Executive Session "accepted without objection."

COMMENTS FROM THE PUBLIC

None

COMMUNICATIONS

Ms Fields received a communication from Mr. Eddy regarding a Freedom of Information Training for town employees. Ms Fields shared the information with the Board for anyone who might be interested in attending. Ms Fields stated she will be attending.

Ms Fields reported that CHFA approved the budgets and rent increases as submitted for Holinko Estates and Wright's Village for 2012.

Ms Fields reported that RAP assistance has been approved for all income eligible residents based on the July 1, 2011 rent roll. Currently, there will not be enough funds to cover all income eligible residents from January through June of 2012. Ms Fields will report further on this at a future meeting.

REPORTS OF THE DIRECTOR

Bills

A motion was made by Ms Hall and seconded by Mr. Simonsen to approve the October bills. Motion approved unanimously.

Financial Reports –A (General)

A motion was made by Mr. Simonsen and seconded by Ms Ward to approve the September Financials. Motion approved unanimously.

Financial Report-B (Section 8 Statistical Report)

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

REPORT FROM TENANT REPRESENTATIVE

Surveys

Mr. Simonsen completed the analysis of the survey and copies were distributed to all Board members. With close to an 80% response rate, the surveys showed there to be a high level of satisfaction with the management and services currently being provided by the Housing Authority.

Human Services Advisory Committee

Ms Fields stated that the At Risk/Special Needs Applications provided by Mr. Eddy from Human Services were distributed to all Wright's Village residents.

Mr. Eddy reported that the current overseer of the McSweeney Senior Center stated that it will become a Windham Senior Center rather than a regional senior center, but will be open to all. Mr. Eddy also suggested that with the status of the McSweeney Senior Center changing so rapidly, it might be best to read the Willimantic Chronicle or the last minutes of the McSweeney Senior Center Board Meeting for the latest information.

Mr. Eddy shared with the Board that during Storm Alfred, the Red Cross started setting up the Community Center as a shelter within hours of the power loss.

AD HOC COMMITTEE REPORTS

Holinko Paving and Landscaping Committee

Paving Project

Ms Fields informed the Board that she had met with the contractor and Lenard Engineering on November 9, 2011. After talking with the contractor and Lenard Engineering, Ms Fields decided to sign the contract, however, the work will not be started until April 1, 2012. In making this decision, the lateness in the year for pouring concrete and paving, the additional damage that the curbing will sustain by the plow this winter, the long lead time (10 -12 weeks) for the bus shelter and, the inability to seal coat and strip the parking area were all taken into consideration.

Building 5 Steps and Covered Entry Project

Ms Fields stated that because the building was over 5,000 square feet, the building plans would require an architect's stamp. Mr. Briggs received the architecturally approved plans on November 11, 2011. He expects to start the project today or tomorrow. An additional post will be required at the top of each staircase on both sides which will result in a slight increase in price. Ms Fields sent a memo out to all residents in Building 5 regarding the project and the start date. There has already been positive feedback from some residents.

Increasing Affordable Housing Committee

Privileged Communications (Executive Session)

Ms Fields raised an issue which dealt with privileged communications. The Chairman responded that the issue should be considered in executive session.

A motion was made by Mr Simonsen and seconded by Mr. Eddy to invite Ms Fields to the Executive Session and to go into Executive Session at 9:55 a.m. Motion approved unanimously.

The Board came out of Executive Session at 10:28 a.m.

Policy Review Committee

The committee will not meet until after the new year.

UNFINISHED BUSINESS

ARRA Weatherization Program

Ms Fields set up a meeting with the Access Agency and Fred Doten to create a punch list of items that need to be completed on the installation of the heat pumps. There is still outstanding work to be completed including replacing thermostats and fans in bathrooms and kitchens. The removal of current air conditioning units and sealing the holes where the air conditioners were placed in the wall has been completed.

New Mower/Plow

The new John Deere was delivered and the Gravely was sold.

NEW BUSINESS

None

NEXT MEETING DATE

No change

OTHER BUSINESS

Unoccupied Unit Policy

Ms Fields presented changes to the Unoccupied Unit Policy resulting from a discussion with DECD and CHFA.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to accept the Unoccupied Unit Policy. Motion approved unanimously.

ADJOURNMENT

The Chairperson declared the meeting adjourned at 10:40 a.m.

Dexter Eddy, Secretary

Approved:

Richard Long, Chairperson

MANSFIELD ZONING BOARD OF APPEALS – REGULAR MEETING
MINUTES
OCTOBER 12, 2011

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

Present: Members – Gotch, Katz, Pellegrine, Singer-Bansal

Alternate – Accorsi, Clauson, Scruggs

Absent: Member – Fraenkel

JOSEPH BRIODY – 7:00 P.M.

To hear comments on the application of Joseph Briody for a Variance of Art VIII, Sec A to locate a 12' x 20' shed approximately 36' from the front property line where 50' is required at 19 Little Ln.

Mr. Briody is seeking approval for a 12' x 20' prebuilt shed that he purchased and had installed approximately 36' from his front property line. At the time of installation, he had no knowledge that town permits were required. He feels that he has a hardship due to the location of his well and leach fields and the slope of the land.

A Neighborhood Approval Sheet was submitted showing no objections from abutters and certified receipts were received.

BUSINESS MEETING

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

Accorsi moved to approve the application of Joseph Briody for a Variance of Art VIII, Sec A to locate a 12' x 20' shed approximately 36' from the front property line where 50' is required at 19 Little Ln, as shown on submitted plan. Motion was seconded by Singer-Bansal.

Singer-Bansal moved to amend the motion to approve the application of Joseph Briody for a Variance of Art VIII, Sec A to locate a 12' x 20' shed approximately 36' from the front property line where 50' is required at 19 Little Ln, as shown on submitted plan. The applicant shall place evergreens on the street side of the shed in order to shield the shed from the road. Amended motion was seconded by Gotch.

In favor of approving amended motion: Accorsi, Gotch, Katz, Pellegrine, Singer-Bansal

Reasons for approving application with amendment:

- Topography
- Shape of lot
- Willingness of applicant to shield shed from road with shrubbery

Application was approved with amendment.

PROPOSED 2012 MEETING SCHEDULE

All in favor of approving the 2012 schedule as presented.

APPROVAL OF MINUTES FROM SEPTEMBER 14, 2011

Scruggs moved to approve the minutes as presented. Katz seconded the motion. All in favor.

ADJOURNMENT

Meeting was adjourned at 7:35 p.m.

Respectfully Submitted,

Sarah Accorsi, Secretary

Mansfield Board of Education Meeting
November 17, 2011
Minutes

Attendees: Mark LaPlaca, Chair, Shamim Patwa, Vice-Chair, Martha Kelly, Secretary, Holly Matthews, Katherine Paulhus, Randy Walikonis, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

Absent: Carrie Silver-Bernstein

The meeting was called to order at 7:33pm by Mr. LaPlaca.

HEARING FOR VISITORS: Students from the Mansfield Middle School Sunshine Club discussed the various activities their club hosts at their school.

COMMUNICATIONS: Thank you notes from Lisa Corriveau and the Autism Support Group.

ADDITIONS TO THE PRESENT AGENDA: None

COMMITTEE REPORTS: Policy Committee: Ms. Patwa reported that the Executive Session is not needed based on a settlement.

REPORT OF THE SUPERINTENDENT:

- World Language Curriculum Review: The World Language Teachers discussed commendations and recommendations of the curriculum review conducted by an outside consultant during the 2010-2011 school year.
- Quarterly Financials: Cherie Trahan, Director of Finance, reviewed fiscal year to date results for expenditures and revenues. MOTION by Ms. Matthews, seconded by Mr. Walikonis, to accept the 2011-2012 1st Quarter Financial Report. VOTE: Unanimous in favor.
- Salary Transfers: MOTION by Ms. Patwa, seconded by Mrs. Kelly to approve the Salary Budget Transfers. VOTE: Unanimous in favor.
- 2012-2013 Budget Process: Mr. Baruzzi discussed the process and the dates the budget will be presented to the Board.
- Special Education Burden of Proof: After discussion, the Board asked for time to review this item and discuss and vote at the December 8, 2011 meeting.
- Strategic School Profile: The report has not been released by the State Department of Education.
- CABA Award – Honorable Mention: Mr. Baruzzi announced the district has won an Honorable Mention in the CABA Award of Excellence for Education Communications for its 211-2012 Parent Handbook.
- CABA Board Recognition Awards: Mr. Baruzzi reviewed the qualifications that need to be met to apply for a recognition award.
- CAPSS Educational Transformation Project Report: Mr. Baruzzi discussed the recommendations by CAPSS on what is needed to be done in Connecticut to make school systems more effective in increasing the achievement of all students.
- Class Size/Enrollment: The administrators reported no significant changes this month. Mr. Cryan noted patterns of students moving into the district in grade five.

NEW BUSINESS: None

CONSENT AGENDA: MOTION by Mrs. Paulhus, seconded Mr. Walikonis that the following items for the Board of Education meeting of November 17, 2011 be approved or received for the record: VOTE: Unanimous in favor.

That the Mansfield Public Schools Board of Education approves the minutes of the October 27, 2011 Board meeting.

That the Mansfield Public Schools Board of Education approves the employment of Kelly Haggerty, kindergarten teacher at Goodwin School.

HEARING FOR VISITORS: None

SUGGESTIONS FOR FUTURE AGENDA: Mr. LaPlaca would like to discuss the recent water issues at the schools.

MOTION by Mrs. Paulhus, seconded by Ms. Matthews to adjourn at 9:35pm. VOTE: Unanimous in favor

Respectfully submitted,

Celeste Griffin, Board Clerk

TOWN/UNIVERSITY RELATIONS COMMITTEE
Tuesday, November 8, 2011
Council Chambers, Audrey Beck Municipal Building

Minutes

Present: R. Orr, C. Paulhus, J. Hintz, N. Silander, W. Wendt, J. Saddlemire, B. Paterson, Phil Barry, L. Chiappa, Matthew Hart

Staff: C. van Zelm (*MDP*), L. Painter, F. Raiola (*Town of Mansfield*)

1. Call To Order

Meeting was called to order at 4:02 pm. Members reintroduced themselves.

2. October 11, 2011 Meeting Minutes

Orr made the motion to approve the minutes as presented, seconded by Hintz. Approval of schedule was unanimous.

3. Co-Chair Reports

No Reports

4. Updates:

Due to a schedule conflict for Hart, the Committee first reviewed items 4d, 4e, and 5. Hart departed the meeting during the Mansfield Downtown Partnership update.

a. *Mansfield Downtown Partnership*: van Zelm provided a Storrs Center construction update. The first residential and commercial leases have been signed. Leyland Alliance continues to work on converting letters of intent from businesses to leases. Parking steering committee is continuing work on a cooperative management agreement. The next public update will be scheduled for January 2012. Van Zelm confirmed that condominium development is still planned for later phase in response to question from Silander.

b. *MCCP*: Silander provided an update regarding the last meeting which featured two guests, Donna Korbel, Assistant Vice President for Student Affairs, who discussed the healthy campus initiative and Sergeant Richard Cornoyer, the Mansfield Resident Trooper, who gave an update on enforcement of the nuisance ordinance to date. Silander was impressed with the impact of the new community policing approach employed by Sergeant Cornoyer. As mentioned at the previous meeting, the Fall Welcome was not as successful due to fewer volunteers; Paterson will work on increasing volunteers from town staff for spring effort.

c. *Town/UCONN Water Supply Project*: Painter provided an update regarding the joint Town/UCONN water study. The consultant is continuing to work on data collection and is meeting with Connecticut Water and Windham Water Works as they investigate potential interconnections. They have ranked the nine potential groundwater sites based on hydrogeologic and sanitary issues; the next step will involve further evaluation for environmental issues. The Town will be drilling a test well at the top-ranked site later this week to gather additional data.

d. *Fall Semester Off-Campus Activity*. Hart provided an update on levels of off-campus activity to date. There has been a marked decrease in the frequency and size of large gatherings in the Carriage House area, which is attributed to several factors, including the town's nuisance ordinance, the community policing approach taken by the Resident Trooper, and improved cooperation and communication between the Town and UConn. The decrease in large crowds has resulted in more house parties in surrounding neighborhoods, something that was anticipated as a potential outcome. Hart noted that the police study currently under review shows that an increase in resources may be needed, particularly during busy periods. Additionally, the Town and University will continue to work on education and prevention activities with a goal of building relationships with the students living off-campus. Hintz and Saddlemire both echoed Hart's assessment of the impacts of improved communication and new community policing approach. In particular, it was noted that UConn is now more aware of serious offenses that occur off-campus. Paterson noted that University sanctions may serve as a larger deterrent to student misbehavior than fines, emphasizing the importance of continued cooperation. The community policing efforts of Sergeant Cornoyer were commended by several members, leading Orr to suggest that the Town express its appreciation of this approach and its value to the Sergeant's supervisors. Hart and Hintz will bring data to the next meeting, including comparisons to previous years.

e. *New England Rail Coalition*. Hart noted that towns from Connecticut, Massachusetts and Vermont came together last week to sign an MOA with the goal of restoring passenger rail service along the New England Central railroad. A working group meeting is being scheduled for early December to work toward development of a feasibility study. Hart mentioned that another next step may be to work with the administration of both UConn and UMass to start building support from university administrators for the project.

5. Storm Alfred Recovery Operations

Hart provided an update on the Town's recovery operations from Storm Alfred, noting that we were fortunate to have a much quicker restoration than with Storm Irene. He commended the University, particularly the dining services staff, for their assistance and support for the regional shelter established at the Mansfield Community Center. The shelter served residents of Mansfield, Ashford, Willington and Coventry, with a high of 50 overnight guests and a daily average of 300-400 non-member residents taking showers during the peak of outages. EO Smith served over 700 people at community dinners over six nights. Raiola noted benefit of UConn Dining Services-other towns

were forced to rely on MREs for their shelter operations. Hintz reviewed outreach to off-campus students, noting multiple layers of communication to students informing them of available assistance. UConn also provided student services at the field house and student union to minimize impact on regional shelter. Hintz, Hart and Raiola confirmed that good communication between Town and UConn was key to successful efforts. Hart also noted benefits of having a CLP liaison familiar with area and able to direct crews, as well as ability of mid-level managers filling in for department heads in town recovery efforts.

6. 2012 Regular Meeting Dates

Paulus made the motion to approve the schedule as presented, seconded by Wendt. Orr noted that the March meeting is during spring break and questioned whether the town had any conflicts with the September date. Paterson advised that dates can be changed if needed. Chiappa noted that she will be requesting the USG president appoint someone else for the spring semester due to a class schedule conflict.

Approval of schedule was unanimous.

7. Other Business/Announcements

Paulus, Paterson and Silander reminded people to vote.

8. Opportunity for the Public to Address the Committee

None

9. Adjournment

Meeting adjourned at 4:55 p.m.

Respectfully Submitted,
Linda M. Painter, AICP
Director of Planning and Development, Town of Mansfield

TOWN OF MANSFIELD
FINANCE COMMITTEE MEETING
MINUTES OF NOVEMBER 14, 2011

Members Present: W. Ryan, C. Schaefer

Other Council Members Present: Paul Shapiro

Staff Present: C. Trahan, M. Hart, C. Vincente

Guests: none

Meeting called to order at 6:05pm.

1. Minutes from 9/8/11 meeting approved as presented
2. The Committee reviewed the financial statements dated September 30, 2011. Discussions included the Health Insurance Fund, the Parks and Recreation Fund, the Day Care Fund and Eastern Highland Health District; and the FEMA grant applications.
3. The Committee discussed the regular meeting schedule for 2012. The Committee will adopt a schedule at their December meeting.
4. The Committee reviewed proforma bonding schedules for the Five Year CIP bonded projects prepared by our financial advisor in June, 2011. These schedules will be updated in the coming months and will include the School Renovation project.
5. Future Agenda – the December agenda will include proposed adjustments to the CIP budget, and proposed salary transfers.
6. Adjournment. The meeting adjourned at 6:52pm.

Motions:

Motion to accept the September 8, 2011 minutes by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to recommend acceptance of the Quarterly Financial Statements dated September 30, 2011 to the Town Council by Carl Schaefer. Seconded by Bill Ryan. Motion so passed.

Motion to adjourn.

Respectfully Submitted,
Cherie Trahan
Director of Finance



COMMITTEE ON COMMITTEES
November 15, 2011 @ 2:00 p.m.
Room B

1. CALL TO ORDER
The meeting was called to order by Paul Shapiro, Chair of the Committee.
Present: Meredith Lindsey, Bill Ryan, Paul Shapiro
2. OPPORTUNITY FOR PUBLIC COMMENTS
No members of the public were in attendance.
3. APPROVAL OF MINUTES
Mr. Ryan moved and Ms. Lindsey seconded to approve the minutes of the September 20, 2011 meeting as presented. Motion passed unanimously.
4. DISCUSSION ITEM- ECONOMIC DEVELOPMENT COMMISSION
The Committee was joined by Town Manager Matt Hart and Director of Planning and Economic Development Linda Painter to discuss reconstituting the Economic Development Commission currently enabled by ordinance. Mr. Hart outlined his vision for the Commission and possible membership candidates. By consensus the Committee agreed to have the Chair report the Committee enthusiastically supports the reactivation of the Economic Development Commission. The Town Manager will appoint the Commission members with input from the Committee. Ms. Lindsey requested the Manager reach out to people who are not already involved on boards and commissions.
5. DISCUSSION ITEM – COMMITTEES ADHERENCE TO FOIA
The Committee accepted the additional information received from Parks Coordination Jennifer Kaufman and thanked her for her efforts.
6. UPDATE – FOIA TRAINING
Town Clerk Mary Stanton updated members on the upcoming FOIA training sessions for both staff and committee members. An invitation will be going out to all appointed and elected members of boards and commissions. The sessions will be on December 1st with the first session targeted to staff and the second session targeted to committee members.
7. MEETING DATES 2012
To be determined after the new Committee membership meets.
8. COMMITTEE VACANCIES/APPLICATONS
Mr. Ryan moved and Ms. Lindsey seconded to recommend the reappointment of Kathleen Ward to the Housing Authority for a term ending November 1, 2016. The motion passed unanimously.

Mr. Shapiro moved and Mr. Ryan seconded to recommend the reappointment of Jennifer Tanner and Jane Blanshard and the appointment of Fred Goetz to the Advisory Committee on Persons with Disabilities. All three terms will end on June 30, 2014. The motion passed unanimously. Ms. Lindsey will contact Deborah Hultgren and Joe McLaughlin to see if they might be interested in serving on this Committee.

Mr. Shapiro will talk to the Chair of the Communication Advisory Committee to ascertain their membership needs.

9. ADJOURNMENT

Mr. Ryan moved and Ms. Lindsey seconded to adjourn the meeting AT 3:20 p.m. Motion passed unanimously.

Mary Stanton, Town Clerk

**Town of Mansfield Parking Steering Committee for Storrs Center
Special Meeting
Thursday, November 10, 2011
Mansfield Community Center**

5:00 PM

Minutes

Members Present: Meredith Lindsey (Vice Chair), Paul Aho, Martha Funderburk, Michael Taylor

Ex-Officio Members Present: Lon Hultgren, Howard Kaufman (by phone), and Cynthia van Zelm

1. Call to Order

Vice Chair Meredith Lindsey called the meeting to order at 5:04 pm in Chair Karla Fox's absence.

2. Approval of Minutes of October 17, 2011

Martha Funderburk made a motion to approve the minutes of October 17, 2011. Michael Taylor seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

There were no remarks from the Vice Chair.

4. Discussion of Parking Management Plan

Ms. Lindsey noted that the Committee was receiving the final draft of the cooperative agreement which is part of the Parking Management Plan. The Committee was reviewing the first draft of the overall Plan.

Lon Hultgren went through the comments on the cooperative agreement from the last Parking Steering Committee meeting.

He noted that Article D had been changed to reflect how special constables are nominated to take on the potential parking enforcement role. Mr. Hultgren also said that Article E had been changed to show the assignment of enforcement to parties.

Mr. Hultgren said that Article F was changed to allow the Town of appoint special constables.

Mr. Hultgren reiterated that a property owner can ticket if someone walks off the property, regardless of any time limited signage.

Mr. Taylor asked when the cooperative agreement can go into effect. Mr. Hultgren said the goal would be start this winter. Ms. van Zelm noted the approval process in terms of the Partnership's Board review and the final approval by the Town Council. Time will need to be built in for these reviews. Mr. Hultgren also noted that the ordinance will require a public hearing and 30 days are required before an ordinance takes effect. Ms. van Zelm will poll the Parking Steering Committee members to see if they can meet on December 14.

Mr. Hultgren noted that the Town attorney has proposed adding language to the existing parking ordinance which is procedural in nature. It will prevent car registration if someone has outstanding parking tickets.

Mr. Hultgren said the Town's Traffic Authority okayed the changes in fines that the Parking Steering Committee recommended.

Mr. Hultgren reiterated the plan for the signatories of the cooperative agreement to meet quarterly to assess how the agreement is working and to solve any problems. In response to a question by Mr. Taylor, Mr. Hultgren said the indemnification clause was removed to reflect that the agreement is based on a cooperative/voluntary process.

Mr. Taylor asked when a third party operator would be on board. Howard Kaufman said the third party operator will likely be on board in the spring. He will share the final cooperative agreement with them so they understand that they could have a role in enforcement on lots other than those controlled by LeylandAlliance.

Mr. Hultgren asked Mr. Kaufman if there had been further discussion on employee parking. Mr. Kaufman said that the details are still being worked out on the location of employee parking and the cost.

Cynthia van Zelm went through the remainder of the draft Parking Management Plan. She noted that, as agreed to by the Committee at one of its early meetings, the Plan only reflects parking related to Phase 1.

With respect to operations, Ms. van Zelm noted that much of the operations are addressed in the development agreement between the Town, LeylandAlliance and EDR – which followed a parallel track as the Committee's work. LeylandAlliance will manage the parking operations for at least seven years. The Plan includes a section which suggests that the third party operator be hired no later than three months before the parking garage is schedule to open.

Ms. van Zelm noted that the parking garage will have a Pay on Foot station which is being designed by Desman Associates – the parking garage designer. Mr. Hultgren confirmed that there will be no cashiers.

Ms. van Zelm said there is “nesting” in the garage where residents will park their cars.

Martha Funderburk suggested eliminating the language on page 6 under parking garage enforcement that indicates that an IOU might be available if a driver does not have cash or a credit card. Ms. van Zelm will make that change.

As recommended by the Committee, Ms. van Zelm said the draft Plan includes a time limit model to enforce parking on the street. Meters are not recommended but could be considered in the future.

Mr. Kaufman asked if on-street parking signage could reflect that parking is only for utilizing Storrs Center. Mr. Hultgren thought this would be difficult on Route 195/Storrs Road as it is public space. It may be more feasible to do for Village Street. Mr. Taylor suggested that the parking on Storrs Road be for short term parkers.

With respect to the Dog Lane lot, Mr. Kaufman said it will likely operate similar to the parking garage with gated spaces.

Ms. van Zelm said she included some information in the Plan about options for customers to pay for parking with smart cards, etc.

Ms. van Zelm reviewed the communications plan for both the Plan and the parking locations, cost, etc. for parkers. The website will be an important vehicle.

Ms. van Zelm said that wayfinding signage is important and more work needs to be done with the development team to plan for signage.

Ms. van Zelm said the Plan calls for quarterly meetings of the Parking Steering Committee in the immediate future with annual reports.

The Plan should be reviewed itself in six months with yearly reviews thereafter.

5. Topics for next meetings

Ms. van Zelm said she will send out the revised draft with the one change recommended by Ms. Funderburk, and a short paragraph on wayfinding signage for the Committee’s final review.

6. Review of next meeting date

Ms. van Zelm will poll the Committee about a meeting date on December 14.

7. Public Comment

There was no public comment.

8. Adjourn

Paul Aho made a motion to adjourn the meeting. Ms. Funderburk seconded the motion. The motion was approved unanimously. The meeting adjourned at 6:10 pm.

Minutes taken by Cynthia van Zelm.

**MANSFIELD DOWNTOWN PARTNERSHIP
FINANCE AND ADMINISTRATION COMMITTEE
TOWN HALL
CONFERENCE ROOM B**

THURSDAY, NOVEMBER 17, 2011

MINUTES

Present: Phil Barry, Tom Callahan, Mark Hammond, Matt Hart, and Frank Vasington

Staff: Cynthia van Zelm, Lee Cole-Chu

Guests: Howard Kaufman and Macon Toledano with LeylandAlliance

1. Call to Order

Matt Hart called the meeting to order at 3:05.

2. Approval of Minutes from October 27, 2011

Frank Vasington made a motion to approve the October 27, 2011 minutes. Mark Hammond seconded the motion. The motion was approved unanimously.

Phil Barry made a motion to go into executive session pursuant to the applicable provisions of the Freedom of Information Act, particularly Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5), to receive commercial or financial information not required by statute and given in confidence by the Storrs Center Master Developer's representatives. Mr. Hart seconded the motion. The motion was approved.

3. Executive Session pursuant to Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5)

Present: Mr. Barry, Mr. Callahan, Mr. Hammond, Mr. Hart, and Mr. Vasington

Also Present: Ms. van Zelm, Mr. Cole-Chu, Mr. Kaufman and Mr. Toledano

4. Discussion of Conflict of Interest Policy

Mr. Kaufman and Mr. Toledano left the meeting.

Ms. van Zelm said that pursuant to the last Committee meeting, the discussion of the Partnership's conflict of interest policy was brought to the Board of Directors to review jurisdiction issues. The Board recommended that the Finance and Administration Committee be the caretaker of any notices of conflicts.

Mr. Callahan noted that it is important to have a policy; a method for disclosing the conflict; and a management plan if a conflict is noted. How is the conflict managed?

The policy only currently applies to Board members, not Committee members.

Lee Cole-Chu said his view is that the policy is clear. He said the way the policy is written, a Board member would report a potential conflict to the Board or the Committee where the conflict may lie.

The Committee agreed to continue to discuss the policy and the management of the policy at its December meeting.

5. Adjourn

The meeting adjourned at 5:55 pm.

Minutes taken by Cynthia van Zelm

Town of Mansfield
CONSERVATION COMMISSION
Meeting of 16 November 2011
Conference B, Audrey P. Beck Building
MINUTES

Members present: Peter Drzewiecki (from 8:05p), Neil Facchinetti, Quentin Kessel, Scott Lehmann, John Silander. *Members absent:* Aline Booth (Alt.), Joan Buck (Alt.), Robert Dahn, Frank Trainor. *Others present:* Matt Hart (Town Manager), Allison Hilding (resident), Grant Meitzler (Wetlands Agent), Linda Painter (Town Planner).

1. The meeting was **called to order** at 7:36p by Chair Quentin Kessel and its agenda reordered to accommodate guests.

2. **Public Comment.** Allison Hilding brought to the Commission's attention a CEQ initiative to establish conservation easements on appropriate state-owned land to help achieve the state's announced goals of (1) preserving 2K acres of farmland annually and (2) ultimately protecting 21% of the state's land area as conservation lands. She urged the Commission to nominate state-owned land in Pink Ravine and along Cedar Swamp Brook and the Fenton River for such easements.

3. **Discussion with Town Manager & Town Planner.** Matt Hart & Linda Painter reviewed developments of interest for the Commission:

- Phase 1A of the **Storrs Center** project is well under way: the developer is working on the Dog Lane building, site work on the parking garage has begun, and bids for road work will soon be solicited. The aim is to complete phase 1A by July 2012, at which point old buildings on the site – Storrs Automotive, the Store 24 complex, Phil's – will be demolished to make way for new construction. The Town is developing an open-space plan for the project, so that trails in its conservation area connect with others in Town to the extent possible. Kessel observed that the University should be included in this kind of planning, as there are a number of trails, formal and informal, on its land.
- The bond issue for planning water & sewer connections to **Four Corners** failed for lack of sufficient turnout in the 08 November 2011 election; it will be on the ballot again next November. If approved then, the project could conceivably be completed in 2014, provided the required survey of options is completed – and the best alternative identified – soon. The area will remain an economic dead zone until sewers are available; its poor soils cannot handle leachate from septic systems. Kessel asked if current Town regulations are sufficient to prevent strip development in the area once water and sewer goes in. Painter responded that, in her view, the poor economy gives the Town time to review its regulations and to make any necessary changes.
- Council approval for reactivating the **Economic Development Commission**, moribund since the 1980s, will be sought. It would promote retaining existing businesses and attracting new ones. The "Local First Mansfield" pilot program initiated by the Downtown Partnership to encourage holiday shopping at local businesses is an example of the sort of thing a resurrected Commission could do.
- CL&P's **Interstate Reliability Project** is moving toward consideration by the Connecticut Siting Council; does the Commission wish to make any additional recommendations on this project to the Council? Kessel observed that, inasmuch as CL&P has rejected suggestions that this electricity 'pipeline' to SW Connecticut be routed along I-90 and I-91 rather than through NE Connecticut, the only opening for recommendations at this point appears to be mitigation (e.g., decreasing the footprint of the new lines by combining them with the old ones on higher towers, rather than clearing

more of the right-of-way for a second column of poles). Painter indicated that CL&P had revised its original proposal somewhat to reduce impact; she will make the most recent version available to the Commission.

- A workshop to inform Commissions, Boards, and Committees of their legal duties concerning **Freedom of Information** has been scheduled for Thursday, 01 December 2011. Representatives of the Commission, preferably its Chair & Secretary, should attend.

Kessel then brought up some additional matters:

- In April 2009, the Commission agreed to submit any **comments to outside agencies** to the Town Planner for review at least 24 hours before sending them out. Is this arrangement still acceptable? Painter expressed reservations about the 24-hour period: she will do her best, but reviewing a proposed communication in so short a time may sometimes be impossible. Hart suggested e-mailing the communication to both the Town Planner and the Town Manager to increase the likelihood of a quick review.
- Kessel asked if the letter he has drafted to DPH regarding **Ponde Place's appeal** of its ruling against utilizing monitoring wells as supply wells is acceptable. Hart agreed that it was. With a slight change of wording, the letter was approved; it is attached.
- Jessie Shea has proposed replacing paper meeting packets with **electronic packets** to save time and expense. Kessel indicated that the Commission is OK with this, provided members who want paper packets can continue to get them. He suggested that the electronic packet be book-marked.
- A recent case of tree-cutting along the Willimantic River (item 4, minutes of 17 August 2011) suggests that **River Overlay Zones**, modeled on those proposed for Chaplin, could be useful in protecting streambelts by regulating streamside development. Painter suggested writing a letter to PZC to this effect.

Finally, Silander asked about the status of Mansfield's own 'Road to Nowhere' – the fabled Tech-Park connector between UConn and Rte.44. Hart indicated that this project seems to be moving ahead, now that state bonding has been approved for the Tech Park.

4. IWA referrals. The Commission agreed that there was no need to comment on **WI488**, which revises language in the Town's wetlands regulations so as to extend the life of certain wetlands permits, inasmuch as this change is mandated by state statute.

5. Dark Skies. William Shakalis has arranged for the Conservation Commissions of Ashford and Willington to co-sponsor a showing of "The City Dark" on 03 February 2012 at E.O. Smith (if its auditorium is available).

6. Agronomy Farm. According to Facchinetti: "At its annual meeting on October 30, 2011, the Storrs Heights neighborhood association recommitted itself to protecting its water supply against inadequate safeguards at the UConn research farm. The association directed its ad hoc Farm Water Committee to continue advocating for safe and sufficient supplies from water resources we share with the UConn farm."

7. The draft minutes of the 19 October 2011 meeting, with improved spelling of Facchinetti's surname in several places, were approved.

8. Adjourned at 9:09p.

Scott Lehmann, Secretary, 18 November 2011; approved 21 December 2011.

Attachment: Letter to DPH regarding Ponde Place

November 16, 2011

Mr. Eric McPhee
Supervision Environmental Analyst
Connecticut Department of Public Health
Drinking Water Section

Re: PURA Docket Number 11-09-14

Dear Mr. McPhee:

The Mansfield Conservation Commission continues to be concerned with the proposed Ponde Place development in Mansfield. In particular, the draw-down of ground water for the development will produce a "cone of depression" that is likely to affect the local residential wells and renew the movement of the chemically contaminated plume from the old University of Connecticut landfill.

We endorse the November 14, 2011, letter from the Eastern Highlands Health District to you, which amplifies many of our concerns. Attached is a portion of the minutes of our April 15, 2009 meeting and we would like Section 3d., W1428 (Ponde Place, Northwood Rd.) entered into the public record. The questions we posed at that time have never been fully answered.

Sincerely yours,

Quentin Kessel, Chair
Mansfield Conservation Commission

**MANSFIELD DOWNTOWN PARTNERSHIP
BOARD OF DIRECTORS MEETING
Thursday, November 3, 2011
Mansfield Town Hall
Town Council Chambers
4 S. Eagleville Road**

4:00 PM

MINUTES

Present: Steve Bacon, Harry Birkenruth, Matthew Hart, Dennis Heffley, David Lindsay, Frank McNabb, Toni Moran, Richard Orr, Betsy Paterson, Chris Paulhus, Alex Roe, Steve Rogers, Bill Simpson and Ted Yungclas

Staff: Cynthia van Zelm

1. Call to Order

Steve Bacon called the meeting to order in President Philip Lodewick's absence at 4:06 pm.

2. Opportunity for Public Comment

There was no public comment.

3. Approval of Minutes of October 6, 2011

Chris Paulhus made a motion to approve the minutes of October 6, 2011. Bill Simpson seconded the motion. The motion was approved unanimously.

4. Director's Report

Ms. van Zelm said that she and Matt Hart had spoken to CT Main Street and HR&A about strategic planning for the Partnership. One idea was to release a Request for Proposal for a consultant to assist the Partnership with planning as the role of downtown management will become important when Storrs Center opens in August. At the same time the Partnership will

still be involved with the planning of future phases. Ms. van Zelm said the goal is to begin the planning in January.

Mr. Hart said he was interested in making sure the downtown is managed effectively. He said it is important to engage in some strategic planning and thought the Partnership could benefit from third party expertise.

The Board discussed the process for engaging in strategic planning including scope, cost, and solicitation for assistance.

The Board agreed that the discussion of strategic planning needs to be given a significant amount of time at a future meeting.

Mr. Hart suggested that staff from CT Main Street could help with initial facilitation of a discussion. Toni Moran agreed to help Ms. van Zelm with bringing in a facilitator.

5. Storrs Center Action Items

Cynthia van Zelm reported that the framing and exterior work on Phase 1A is expected to be complete in the next couple of weeks so that work can continue in the interior in the winter months. She said that the first building bordering Dog Lane and Storrs Road will have the address of 1 Dog Lane and the second building will have the address of 9 Dog Lane. Ms. van Zelm said the foundations will start on the parking garage in the next few weeks.

Ms. van Zelm said that Froyoworld – a frozen yogurt store – has signed a lease for Phase 1A.

Ms. van Zelm said a public update on Storrs Center is planned for mid-January.

Toni Moran said at the joint Community Quality of Life Committee and Town Council meeting, a Committee member raised the issue of the status of workers employed on the Storrs Center site. She said the Committee wants to ensure that all employment be legal. Mr. Hart asked Ms. van Zelm to review the steps that the master developer takes to ensure that all contractors and subcontractors are complying with the law.

6. State of Connecticut Nondiscrimination Certification of Resolution

Ms. van Zelm said that the University of Connecticut requires its entities with a contract relationship to pass a resolution that the entity complies with the nondiscrimination policies of the State of Connecticut.

Ms. Moran moved that the policies of the Mansfield Downtown Partnership comply with the nondiscrimination agreements and warranties of Connecticut General Statutes Section 4a-60 (a) (1) and Section 4a-60a (a) (1), as amended. Bill Simpson seconded the motion. The motion was approved unanimously.

7. Conflict of Interest Policy

Mr. Bacon said the issue of the Partnership's conflict of interest policy appears to need some clarification, particularly, related to which entity of the Partnership receives notification from a Board member about a possible conflict. The topic was discussed at the Finance and Administration Committee meeting and the Committee recommended seeking Board direction on which Committee would receive such notifications of conflicts.

Harry Birkenruth suggested that Partnership attorney Lee Cole-Chu review the conflict of interest policy in more detail to see if any changes are warranted in the policy and provide some clarification of management of the policy.

Ms. Moran moved that the Board recommend that individual conflicts of interest be referred to the Finance and Administration Committee for a recommendation to the Board of Directors. Mr. Paulhus seconded the motion. Rich Orr abstained. The motion passed with one abstention.

Ms. van Zelm will invite Mr. Cole-Chu to the next Finance and Administration Committee meeting to discuss the conflict of interest policy.

Mr. Bacon noted that if any changes are made to the conflict of interest policy, as it is part of the Partnership Bylaws, they would need to be sent to the membership 45 days before the annual meeting, for the membership's consideration at that meeting.

8. Four Corners Sewer and Water Study Advisory Committee

Mr. Hart reported that the Town and the University continue to work together on water source issues. They have jointly retained Milone & MacBroom to undertake an Environmental Impact Evaluation with respect

to potential water sources. A preliminary report is expected in January/February.

The Town is continuing its work on design of a sewage pump station.

Mr. Hart noted that there is a bond measure on the Town referendum for \$350,000 for design of the water and sewer system. The referendum vote is November 8.

9. Report from Committees

Advertising and Promotion

In Chair Kristin Schwab's absence, Ms. van Zelm said the Committee will meet on November 15 and review the communications plan for the year.

Festival on the Green

Betsy Paterson said the Festival debrief is scheduled for Monday, November 7.

Membership Development

Frank McNabb said the Partnership total membership is 336 with close to \$18,000 in memberships. He said the renewal letter and new membership brochure will go out in the next few days.

He said the Partnership will be represented at a few UConn basketball games and events at Jorgensen.

Planning and Design

Mr. Bacon said the Committee met on October 18 and heard a presentation from Director of Public Works Lon Hultgren on the naming of streets in Storrs Center. He reviewed some of the suggestions with the Board. Mr. Bacon said ultimately the Town Council will make a decision but the Committee and Board can make recommendations.

Mr. Bacon said that Ms. Schwab also gave her presentation on the public spaces plan for downtown. He said Ms. Schwab and her students have done an excellent job. The goal is for them to give a presentation to the Board at its December meeting.

Ms. Paterson made a motion to go into Executive Session to discuss personnel issues pursuant to Connecticut General Statutes Section 1-200(6) (A). Mr. Paulhus seconded the motion. The motion was approved unanimously.

10. Executive Session – Personnel

Present: Mr. Bacon, Mr. Birkenruth, Mr. Hart, Mr. Heffley, Mr. Lindsay, Mr. McNabb, Ms. Moran, Mr. Orr, Ms. Paterson, Mr. Paulhus, Mr. Simpson, and Mr. Yungclas.

11. Adjourn

Mr. Paulhus made a motion to adjourn. David Lindsay seconded the motion. The motion was approved and the meeting adjourned at 5:50 pm.

Minutes taken by Cynthia van Zelm

**MANSFIELD DOWNTOWN PARTNERSHIP
MEMBERSHIP DEVELOPMENT COMMITTEE MEETING
Mansfield Town Hall, Conference Room B
September 12, 2011
8:30 AM**

MINUTES

Present: Frank McNabb (Chair), Alexinia Baldwin, Dennis Heffley, Jim Hintz,
David Lindsay, Betty Wexler

Staff: Cynthia van Zelm

1. Call to Order

Frank McNabb called the meeting to order at 8:30 am.

2. Approval of Minutes from August 8, 2011

Betty Wexler made a motion to approve the August 8, 2011 minutes. David Lindsay seconded the motion. The motion was approved unanimously.

3. Outreach Efforts

Cynthia van Zelm said she will ask Rich Orr, new Partnership Board member and Executive Officer to UConn President Herbst, about membership information to the Board of Trustees.

Ms. van Zelm said there will be an article in the November 2011 edition of the UCONN Magazine (UConn's alumni magazine) about Storrs Center related to the groundbreaking.

Ms. van Zelm said she ordered five brochure holders which will contain membership brochure forms and a permanent flyer as background on membership. Due to cost, she only ordered five as opposed to ten. The Committee prioritized the five locations as the UConn Co-op, Jorgensen, the Alumni Center, the Lodewick Visitors Center, and the Community Center. The Committee will need to keep the brochure holders stocked.

Mr. McNabb, Mr. Lindsay, and Dennis Heffley committed to staffing the UConn football game on Sept. 16.

Mr. Heffley said that he had a commitment from the CT Economy magazine to do an article related to Storrs Center in its issue that comes out in 3 months.

Alexinia Baldwin said she had brought Oaks on the Square apartments info and membership brochures to St. Mark's Church. **She will follow-up with other churches in town.**

Mr. McNabb reported that there was a lot of interest in Storrs Center at the table the Partnership had at the UConn Co-op during UConn move-in weekend.

Ms. Wexler mentioned that there was a Foreign Students Assoc. that may be interested in the housing. **Ms. van Zelm will follow-up with Elizabeth Mahan with UConn Global Programs.**

The Partnership will not have a table at the UConn housing fair in the fall as it attracts many undergraduate students.

Mr. McNabb suggested that the Partnership have a table at some of the upcoming shows at Jorgensen.

Mr. Lindsay will talk to Dean David Woods about a table at the Boston Pops on December 3 and the Vienna Symphony on November 15. At the next meeting, the Committee will discuss who can attend those events.

Ms. van Zelm will place the revised Committee charge on the Board agenda for October 6.

Mr. Lindsay will find out what is available as far as ads on the Student Union movie screen and on the Jumbotron at Gampel Pavilion. Mr. Hintz said that when he was working on Census recruitment, he was able to put up information on the Jumbotron.

4. Update on new Brochure

Mr. McNabb suggested that the membership form be attached as a tear-off to the membership brochure and not as a separate form.

Ms. van Zelm said she will bring a draft of the new membership letter to the Committee for its review at the next Committee meeting.

The Committee suggested that the letter be positive and continue to include why membership is important. Perhaps, a construction photo could be included. A message to the current members would be that they have supported the Partnership as we moved forward and the Partnership needs membership to keep the momentum going.

5. Next Meeting Date

The Committee will meet on October 11 at 8:30 am.

6. Adjourn

Ms. Baldwin made a motion to adjourn. Mr. Hintz seconded the motion. The meeting adjourned at 9:15 am.

Minutes taken by Cynthia van Zelm.

**MANSFIELD DOWNTOWN PARTNERSHIP
MEMBERSHIP DEVELOPMENT SPECIAL COMMITTEE MEETING
Mansfield Town Hall, Conference Room B
October 31, 2011
8:30 AM**

MINUTES

Present: Frank McNabb (Chair), Alexinia Baldwin, Betty Wexler

Staff: Cynthia van Zelm

1. Call to Order

Frank McNabb called the meeting to order at 8:30 am.

Mr. McNabb asked Committee members to try and recruit new members.

2. Approval of Minutes from September 21, 2011

There was no quorum to approve the minutes.

3. Outreach Efforts

Betty Wexler committed to keeping the Mansfield Public Library up to date with membership brochures.

Alexinia Baldwin committed to keeping the UConn Co-op up to date with brochures.
Mr. McNabb will take the new brochure holder to the Co-op.

Cynthia van Zelm will check to see if the new brochure holder could be used at the Lodewick Visitors Center.

Committee members committed to checking the places where brochures are being placed on a monthly basis.

Ms. van Zelm will follow-up with UConn Athletics on dates to have tables at the basketball games.

4. New Brochure

Ms. van Zelm shared the new membership brochure with the Committee. The goal is to get the renewal letters out this week with the brochure.

Ms. van Zelm will talk to Joan Hunt, Editor, about a monthly update in the Reminder News (done).

Ms. Baldwin will check on placing information in publications near the Danielson area.

5. Next Meeting Date

The Committee will meet on December 12 at 8:30 am.

6. Adjourn

The meeting adjourned at 9:15 am.

Minutes taken by Cynthia van Zelm.

**Town of Mansfield Parking Steering Committee for Storrs Center
Special Meeting
Thursday, November 10, 2011
Mansfield Community Center**

5:00 PM

Minutes

Members Present: Meredith Lindsey (Vice Chair), Paul Aho, Martha Funderburk, Michael Taylor

Ex-Officio Members Present: Lon Hultgren, Howard Kaufman (by phone), and Cynthia van Zelm

1. Call to Order

Vice Chair Meredith Lindsey called the meeting to order at 5:04 pm in Chair Karla Fox's absence.

2. Approval of Minutes of October 17, 2011

Martha Funderburk made a motion to approve the minutes of October 17, 2011. Michael Taylor seconded the motion. The motion was approved unanimously.

3. Remarks from the Chair

There were no remarks from the Vice Chair.

4. Discussion of Parking Management Plan

Ms. Lindsey noted that the Committee was receiving the final draft of the cooperative agreement which is part of the Parking Management Plan. The Committee was reviewing the first draft of the overall Plan.

Lon Hultgren went through the comments on the cooperative agreement from the last Parking Steering Committee meeting.

He noted that Article D had been changed to reflect how special constables are nominated to take on the potential parking enforcement role. Mr. Hultgren also said that Article E had been changed to show the assignment of enforcement to parties.

Mr. Hultgren said that Article F was changed to allow the Town of appoint special constables.

Mr. Hultgren reiterated that a property owner can ticket if someone walks off the property, regardless of any time limited signage.

Mr. Taylor asked when the cooperative agreement can go into effect. Mr. Hultgren said the goal would be start this winter. Ms. van Zelm noted the approval process in terms of the Partnership's Board review and the final approval by the Town Council. Time will need to be built in for these reviews. Mr. Hultgren also noted that the ordinance will require a public hearing and 30 days are required before an ordinance takes effect. Ms. van Zelm will poll the Parking Steering Committee members to see if they can meet on December 14.

Mr. Hultgren noted that the Town attorney has proposed adding language to the existing parking ordinance which is procedural in nature. It will prevent car registration if someone has outstanding parking tickets.

Mr. Hultgren said the Town's Traffic Authority okayed the changes in fines that the Parking Steering Committee recommended.

Mr. Hultgren reiterated the plan for the signatories of the cooperative agreement to meet quarterly to assess how the agreement is working and to solve any problems. In response to a question by Mr. Taylor, Mr. Hultgren said the indemnification clause was removed to reflect that the agreement is based on a cooperative/voluntary process.

Mr. Taylor asked when a third party operator would be on board. Howard Kaufman said the third party operator will likely be on board in the spring. He will share the final cooperative agreement with them so they understand that they could have a role in enforcement on lots other than those controlled by LeylandAlliance.

Mr. Hultgren asked Mr. Kaufman if there had been further discussion on employee parking. Mr. Kaufman said that the details are still being worked out on the location of employee parking and the cost.

Cynthia van Zelm went through the remainder of the draft Parking Management Plan. She noted that, as agreed to by the Committee at one of its early meetings, the Plan only reflects parking related to Phase 1.

With respect to operations, Ms. van Zelm noted that much of the operations are addressed in the development agreement between the Town, LeylandAlliance and EDR – which followed a parallel track as the Committee's work. LeylandAlliance will manage the parking operations for at least seven years. The Plan includes a section which suggests that the third party operator be hired no later than three months before the parking garage is schedule to open.

Ms. van Zelm noted that the parking garage will have a Pay on Foot station which is being designed by Desman Associates – the parking garage designer. Mr. Hultgren confirmed that there will be no cashiers.

Ms. van Zelm said there is "nesting" in the garage where residents will park their cars.

Martha Funderburk suggested eliminating the language on page 6 under parking garage enforcement that indicates that an IOU might be available if a driver does not have cash or a credit card. Ms. van Zelm will make that change.

As recommended by the Committee, Ms. van Zelm said the draft Plan includes a time limit model to enforce parking on the street. Meters are not recommended but could be considered in the future.

Mr. Kaufman asked if on-street parking signage could reflect that parking is only for utilizing Storrs Center. Mr. Hultgren thought this would be difficult on Route 195/Storrs Road as it is public space. It may be more feasible to do for Village Street. Mr. Taylor suggested that the parking on Storrs Road be for short term parkers.

With respect to the Dog Lane lot, Mr. Kaufman said it will likely operate similar to the parking garage with gated spaces.

Ms. van Zelm said she included some information in the Plan about options for customers to pay for parking with smart cards, etc.

Ms. van Zelm reviewed the communications plan for both the Plan and the parking locations, cost, etc. for parkers. The website will be an important vehicle.

Ms. van Zelm said that wayfinding signage is important and more work needs to be done with the development team to plan for signage.

Ms. van Zelm said the Plan calls for quarterly meetings of the Parking Steering Committee in the immediate future with annual reports.

The Plan should be reviewed itself in six months with yearly reviews thereafter.

5. Topics for next meetings

Ms. van Zelm said she will send out the revised draft with the one change recommended by Ms. Funderburk, and a short paragraph on wayfinding signage for the Committee's final review.

6. Review of next meeting date

Ms. van Zelm will poll the Committee about a meeting date on December 14.

7. Public Comment

There was no public comment.

8. Adjourn

Paul Aho made a motion to adjourn the meeting. Ms. Funderburk seconded the motion. The motion was approved unanimously. The meeting adjourned at 6:10 pm.

Minutes taken by Cynthia van Zelm.

**HUMAN SERVICES DEPARTMENT ADVISORY
COMMITTEE**

November 16, 2011

Present: Sara Anderson (Advocates for Children); Jane Blanshard (Disabilities); Dexter Eddy (Housing Authority); Kevin Grunwald (ex officio); Lorraine Kenowski (at large); Ethel Mantzaris (YSB); Victoria Nimirowski (WAIM); Frank Perrotti (at large); Marge Roach (McSweeney Center); Joan Terry (Commission on Aging);

Ethel called the meeting to order at 2 p.m. The minutes of the meeting of October 19th were approved, with the spelling of Mantzaris corrected.

Marge Roach, president and acting coordinator of McSweeney Center, came late last month, and expects to come today, which she did a few minutes after this announcement by Kevin. The center has received a \$10,000 grant from the Foster family, which will enable them to keep going for a while and meanwhile they are trying to get the Town of Windham to support them. It was agreed that if their representative didn't come today we would try one more time and then let it go, but she came.

Kevin announced that the Department of Human Services had taken the lead in responding to the recent snow emergency. They got the Red Cross on Sunday the day following the storm, and they got volunteers here within two hours. UConn food services again provided food. The shelter operated for eight days. There were significant case management issues, such as people who were homeless and also elderly people who needed assistance beyond immediate shelter.

Jane asked how it was publicized that you needed your own bedding. The other question was animals. The Red Cross had said that you could bring animals, but they had to be in a separate room with a person to supervise them. Kevin said there was a flyer that went out giving information. Jane asked where the flyer went. He did not know if it was in the newspaper. He said they got some bedding for some people. Jane said that in future the Dog Warden should be put in charge of the animal issue. This communication needs to be coordinated.

The shelter was closed Monday morning when only two people were left in it, after as many as 39. The department is working with the homeless boys.

Ethel said that we had been wondering if we could collaborate with McSweeney. Marge said that they had gone to the town of Windham after word had gone out that they were \$10,000 in the hole, the last council meeting of the old council. At that meeting David Foster spoke of the need for Windham to take responsibility, and presented them with the check for \$10,000. They have paid off their debt, except for a little more than \$800. Marge is meeting with the town and the transit district. Rumors that they are closing are being refuted. They expect to stay open as a regional senior center until 9/30/12. They had been restricted to dental help only from surrounding towns, which meant they couldn't use the money for bills and salaries. They are going to make a transition from regional center to a Windham center open to all. The town is investigating the possibility of incorporating the center's finances into the town's. They are also working on dealing with a long-standing loan. They want to keep the dental program, Meals on Wheels, center lunches. They have a grant for portable dental equipment to do outreach, but the equipment used up most of the money, and a new edict says that they can't go into convalescent homes. They are reworking everything. Marge feels confident that it will work out.

Joan asked about their staff. They have a bookkeeper five hours a week, dental staff, dentist and dental hygienist. They have been talking to Generations and that organization is interested in working with them. They feel that the area has a huge need for the dental program. Ethel asked if Mansfield takes advantage of the dental program and if so, do we pay. Kevin said we do pay, and Marge said Mansfield people do use the program. Marge says town now realizes that they must step up to the plate and the new council seems to have members are who are very much pro-center.

Clearly, Mansfield will not have to pick up the slack because there won't be any slack. Marge feels that now that attention is being paid, there is a good chance of success in the future.

Marge announced that there would be a basket sale at the hospital the following Friday, along with a silent auction.

After Marge left, Kevin said he had seen in the minutes of the Housing Authority that McSweeney was closing. Dexter said that had been based on the rumor and that he would correct that.

Holiday Fund: Kevin said 59 families have requested meals. 20 will be provided by Storrs Congregational Church. We have a few individuals, and Karen Taylor has organized some students to help with this. There are income guidelines, and people must fill out applications. No other churches help as much as Storrs Church.

Management study: Ethel pointed out that the committee can't fulfill our charge until we get the information about other towns. Kevin passed out a list of towns he is looking at that are supposedly similar to Mansfield. He has only looked at Glastonbury, which has a huge array of services, with twenty staff in their human services department. Jane asked how that could be a benchmark for our town. Kevin says it's close in size. Jane said

not in income. These towns have similar population sizes. We will see a spectrum from Glastonbury to Ashford and Willington, but the benchmarking should give us an idea of possibilities. Kevin said he would have a time line for the whole project by our next meeting. Matt thinks he can get an intern to help with collecting this information. Kevin does not want this to drag on, and Ethel agreed that this is wasting everyone's time. Sara asked if we can do anything in the process. Kevin feels we can participate in the whole strategic planning process: deciding what services we want. This committee needs to focus on what we want to see. Sara asked if we can target something to be ready for next meeting. Ethel reiterated we can't do anything until we actually get the information. Kevin says it's the strategic planning process. Ethel asked if we hadn't done this a couple of years ago, but nothing has ever come of it. Aren't we just duplicating what we did in the past?

Victoria asked if we would ever address this in a workshop. Ethel says we must have the benchmark to know what we need to focus on.

Jane said we should be reaching out to nearby towns with which we would presumably be working. Dexter said that we need to meet with representatives of other towns to compare. Ethel said we should find out what they do and what is missing and whether we should be filling in the gaps. There may be something we are doing that no one else is doing. Jane pointed out that one example is the Coventry volunteer driver program which was finally adopted here and is working out well.

Joan said Ethel is right that we need to push this along, especially if we want to lobby for anything in next year's budget, but Kevin thinks it may already be too late for that. The question was raised about performance standards in our town. Kevin said "we do have

them and we don't", but that he will put that issue on next month's agenda.

Ethel pointed out that people probably don't know about our services because we are not publicizing them properly. Jane said we need to find some way to get the information out, and acknowledge that many people don't read the paper, so alternative methods are necessary.

Kevin said that they had recently done an in-depth survey of children's services needs and have a lot of information that we can probably use. Joan pointed out that we used to have a Mansfield reporter and extensive coverage. We need ongoing access to information about what is actually available and how to take advantage of it. We need an annual list sent to everyone in town of what services are available. Kevin said we already do that, but a number of us said we have never received it.

Dexter said he had tried to call the Community Center at two p.m. during the weekend of the storm, but only got an answering machine and no other number.

Jane asked why Bev Korba has not been notified officially that she is representing the senior center. She is no longer attending meetings because she felt like only a visitor. Kevin said he didn't know and that Paul Shapiro had urged him to include her. He said he would follow up.

Meeting adjourned at 3 p.m.

Next meeting December 21.

Submitted by,
Jane Blanshard

**MANSFIELD DOWNTOWN PARTNERSHIP
NOMINATING COMMITTEE
Mansfield Downtown Partnership Offices
Thursday, February 3, 2011**

3:00 PM

MINUTES

Present: Chair Philip Lodewick, Steve Bacon, Honey Birkenruth, Tom Callahan,
and Betsy Paterson

Staff: Cynthia van Zelm

1. Call to Order

Chair Philip Lodewick called the meeting to order at 3:07 pm.

2. Approval of Minutes from May 6, 2010

Honey Birkenruth made a motion to approve the May 6, 2010 minutes. The motion was seconded by Tom Callahan. The minutes were approved unanimously.

3. Discussion of Board Members' Terms

Ms. van Zelm said the following members terms were up on July 1, 2011: Dean David Woods (elected), Steve Bacon, Matt Hart, Tom Callahan, and David Lindsay (all four appointed).

She said that Dean Woods has served his full term and would need to come off the Board at least for a year.

David Lindsay's student representative position is appointed each year by the Board.

The Committee discussed a recommendation for the soon to be available elected Board position.

4. Discussion of Committee Chairs

With Dean Woods coming off the Board, a new Advertising and Promotion Committee chair needs to be appointed. According to the Partnership Bylaws, this position needs to be a Board member. Mr. Lodewick will check with Board member Kristin Schwab.

5. Annual Meeting

The Committee discussed speakers for the Annual Meeting. Mr. Lodewick said he spoke to incoming UConn President Susan Herbst about attending the Annual Meeting.

Mr. Lodewick suggested that Governor Malloy be approached as well.

The Committee suggested an update on Storrs Center should be part of the program as well. If a Power Point presentation is done, it may make sense to find a different venue for the Annual Meeting.

The Committee agreed to send a letter of invitation to Dr. Herbst and Governor Malloy to address the Partnership Annual Meeting.

6. Adjourn

Mr. Callahan made a motion to adjourn. Steve Bacon seconded the motion. The meeting adjourned at 3:40 pm.

Minutes taken by Cynthia van Zelm

Committee on Committees
Actions taken at December 9, 2011 Meeting

Recommendations to Fill Committee Appointments:

Appointment of Town Council member Paul Shapiro to the Sustainability Committee.

Appointment of Bev Korba to the Human Service Advisory Committee as the Senior Center Representative replacing Joan Quarto.

PAGE
BREAK

CI&P's Interstate Reliability Project (the Project)

Victor Civie for Mansfield Citizens United

Introduction:

Mansfield Citizens United respectfully requests the members of the Mansfield Town Council to recommend to the Siting Council the rejection of the Project, however, in the event of the Project's acceptance, recommend the burial of the 345kv transmission lines

In contrast to overhead transmission lines, the underground configuration will:

1. Greatly reduce the permanent loss of forest and other natural landscapes.
2. Occupy significantly less space.
2. Minimize the reduction of property values.
3. Keep both children and community safe.

Background:

Prior to 2004 there were no regulations on Overhead transmission line facilities. Due to the negative impact of Overhead configurations a law was passed (Statute 16-50p) that requires 345kv transmission lines be placed underground.

Here "Legislators were responding to concerns expressed by constituents in areas to be affected by Connecticut Light and Power Company's proposed 345-kV transmission line between Middletown and Norwalk, Connecticut. Intervenors before the Connecticut Siting Council filed expert testimony that operation of the proposed overhead high voltage power lines would be expected to pose a long-term health hazard, particularly to children. Connecticut Siting Council, Docket No. 272, Testimony of Dr. Leonard Bell, et al." (Excerpt from "Law Requires Utilites to Bury 345kv Lines by Robert Olson -- Brown, Olson and Wilson, P.C.published by PMA OnLine Magazine: 2004/06/27)

A number studies that demonstrates the health risk of overhead transmission lines can be found on the website SaveOurTown.US

Page 3 reflects the objectives of the Senators and Representatives that created Connecticut Statute 16-50p.

Project:

State Statute 16-50p(i) states that 345kv transmission lines adjacent to residential areas, private or public schools, licensed child day care facilities must be placed underground. The applicant (CL&P) has the burden of proving that the burying of the lines is infeasible or poses an unreasonable economic burden.

Consider the Mount Hope underground variation. (Page 4) The 345kv transmission lines will be adjacent to Mount Hope Montessori School, a daycare and residential areas (Beech Mountain, Mountain and Saw Mill Brook roads)

1. CL&P who is familiar with the costs and technology created the Mount Hope variation and incorporated it in its proposal.
2. The underground facility requires only 1 mile of cable and two transition stations.
3. The underground configuration will require 1/3 to 1/4 of the space required for the overhead option.

A transition station facilitates the overhead to underground transitions. Depending on the application the facility needed to bring the cables underground and bring the cables over the ground can be massive or small. Because of the small length of underground cable only a small transition station is required. The transition station for this project would require approximately 1/2 acre.

The Bethel-Norwalk project demonstrates that the burying of 345kv transmission lines is feasible without an unreasonable economic burden. (Page 5). Note that the complete 21 mile project was buried underground at a cost far less than predicted.

Conclusion:

As noted herein, the overhead transmission lines will cause a significant negative impact on the Mansfield Community. Mansfield Citizens United urges and supports the complete burial of the transmission lines from the Mount Hope to the Mansfield underground variations. In the alternative, Mansfield Citizens United recommends the variations as proposed by CL&P with the exception of extending the Mansfield variation further to the west past the residential area. (See page 4).

Feel free to contact Victor Civie at 860-456-2022 for additional information.

Gov. John G. Rowland pledged Thursday to sign legislation that would require new high-voltage lines to be buried, including a pending controversial project proposed by two major utilities.

Both the state House and Senate overwhelmingly approved the restrictive measure that is being hailed as the toughest in the country when it comes to regulating electric transmission lines. "It's outstanding," said state Sen. Winthrop Smith, R-Milford. "The power companies kept saying, 'We can't do this. No one else has done this,' and we said, 'Oh, yes we can,' and we did it." The governor's spokesman, Christopher Cooper, said Rowland is expected to sign the bill next week. The bill was proposed by a dozen New Haven County lawmakers in response to plans by Connecticut Light & Power and United Illuminating to upgrade a 69-mile transmission line from Middletown to Norwalk. The utilities say the upgrade, from 115 kilovolts to 345 kilovolts, is needed to improve energy reliability in Fairfield County, which is consuming increasing amounts of electric power. The Siting Council will vote on the utilities' plans in December.

The amended bill that was approved would require high voltage energy transmission lines be placed underground in areas near those used by children, including private or public schools, day-care facilities, youth camps and public playgrounds. The exception is in cases in which utilities can prove it's not technologically feasible to bury lines.

A previous form of the bill included strict buffers, but the language was deleted in order to get the bill approved. The Siting Council will use its discretion in setting appropriate buffers.

"This is a victory for the people in all the impacted towns. Nearly everyone who spoke to me about this legislation expressed concern over the health consequences of the electromagnetic fields," said state Sen. Len Fasano, R-North Haven. "That's why we included language requiring lines to be placed underground unless NU and IU can prove it's safe not to. The onus is now on them, which is how it should be." Utility officials have said that studies prove that placing more lines underground will lead to reliability issues with the project.

State Sen. Joseph Crisco, D-Woodbridge, said that, while there are conflicting reports on the health risks of electromagnetic fields, the bill is the right thing to do to ensure precautions are taken to protect children.

"The passage of this bill is an enormous victory for everyone, especially the children of Connecticut," said state Rep. Themis Klarides, R-Derby. "The state will now take into account the potentially severe effects of EMFs, and this measure represents a strong stand in defense of people's health and safety."

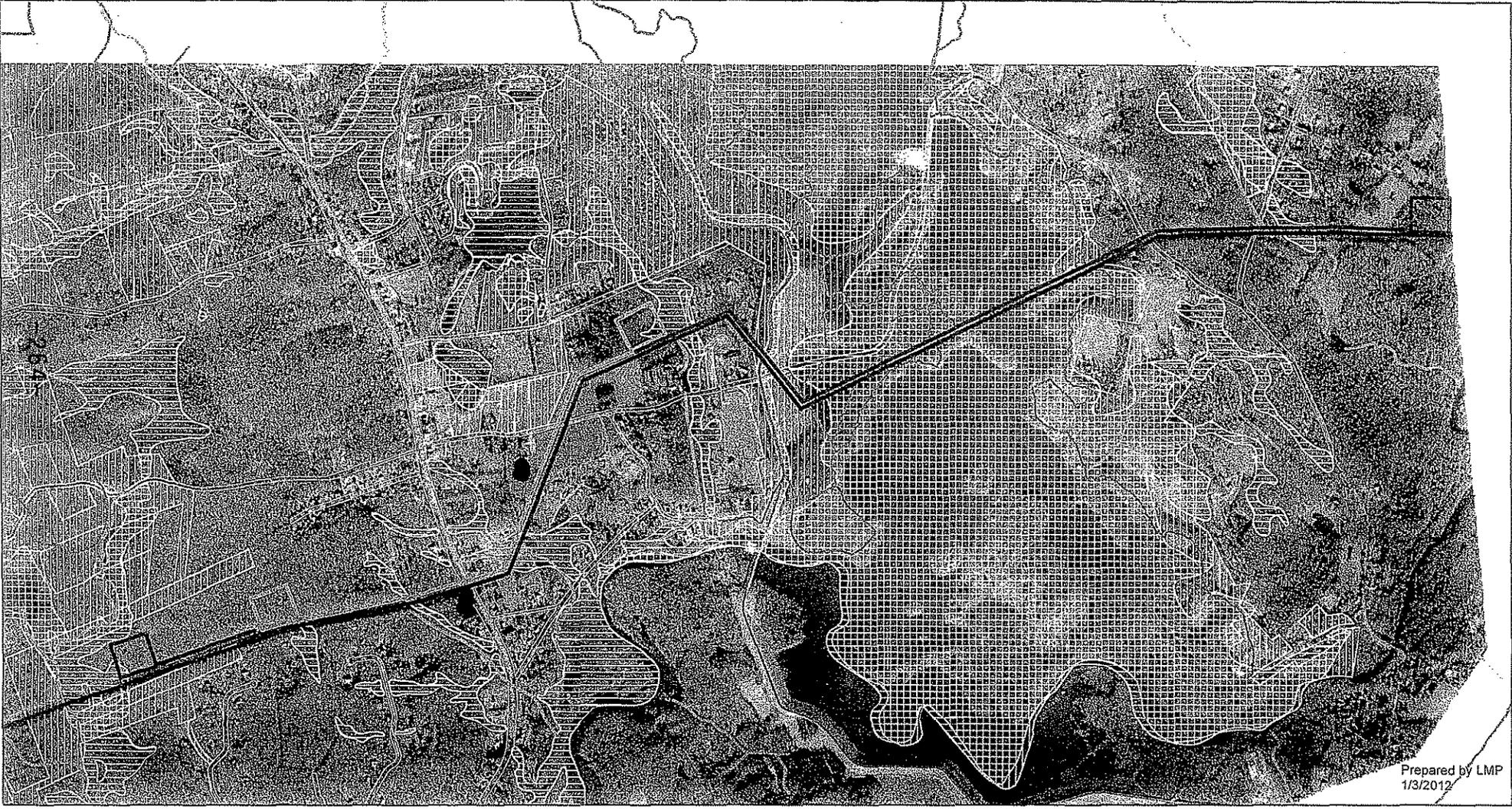
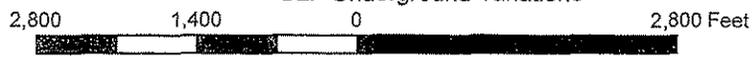
Klarides and Crisco both backed the proposal because of concerns the power line project would negatively effect Woodbridge. Members of Concerned Parents Against the Power Line Upgrade Plan have said, in Woodbridge alone, the current proposal to boost capacity of the transmission system would take the high voltage wires past two schools, a synagogue and a community center used by 3,000 children.

Interstate Reliability Project Underground-Zoom

CLP Approximate ROW

CLP Underground Variations

PZC Proposed Underground Extension



Prepared by LMP
1/3/2012



Project Information for Customers

[Customers Home](#) | [Leadership](#) | [Benefits](#) | [Projects](#) | [Stay Informed](#) | [Your Safety & Health](#) | [Environmental Stewardship](#) | [Q&A's](#)

[NU Transmission](#) >> [Project Information for Customers Home](#) >> [Projects](#) >> [Bethel-Norwalk](#) >> [Project Description](#)

[New England East-West Solution \(NEEWS\)](#)

[Manchester to Meekville Junction](#)

[Middletown-Norwalk](#)

[LI Replacement Cable](#)

[Glenbrook Cables](#)

[Sherwood Substation](#)

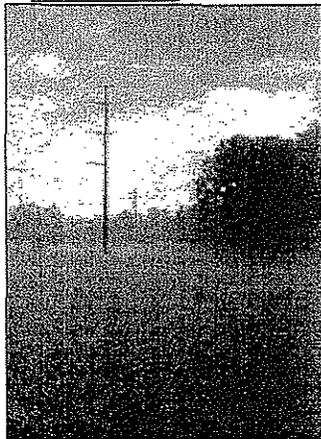
[Agawam-West Springfield](#)

[Bethel-Norwalk](#)

▶ [Project Description](#)

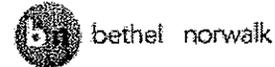
[12-C Application Presentation](#)

[Additional Links](#)



Project Description

CL&P energized the new Bethel-Norwalk (B-N) 345-kilovolt (kV) electric transmission line on October 12, 2006. This line will allow an additional 600 megawatts of electricity to be delivered to southwest Connecticut and the region.



Bethel-Norwalk Project Facts

Length:	Approximately 21 miles
Line voltage:	345-kV - the standard already in place for 398 miles in Connecticut.
Cost:	\$337 million
Towns along right of way:	Bethel, Norwalk, Redding and Wilton

Timetable:

- Regulatory review began July 2001
- Siting Council certified project July 2003
- Line construction began spring 2005
- In-service date - October 2006

Construction:

- Installed the longest length of 345-kV solid underground cable in the United States
- Employed state-of-the-art gas-insulated system (GIS) substation technology that reduced land space to meet site limitations
- Installed over 160 miles of conduit/pipe

16-50p(i)

(i) For a facility described in subdivision (1) of subsection (a) of section 16-50i, with a capacity of three hundred forty-five kilovolts or greater, there shall be a presumption that a proposal to place the overhead portions, if any, of such facility adjacent to residential areas, private or public schools, licensed child day care facilities, licensed youth camps or public playgrounds is inconsistent with the purposes of this chapter. An applicant may rebut this presumption by demonstrating to the council that it will be technologically infeasible to bury the facility. In determining such infeasibility, the council shall consider the effect of burying the facility on the reliability of the electric transmission system of the state and whether the cost of any contemplated technology or design configuration may result in an unreasonable economic burden on the ratepayers of the state.



TOWN OF MANSFIELD
OFFICE OF THE TOWN MANAGER

Matthew W. Hart, Town Manager

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3336
Fax: (860) 429-6863

December 20, 2011

The Honorable Joseph Courtney
101 Water Street, Suite 101
Norwich, CT 06360

Dear Representative Courtney:

On behalf of the Town of Mansfield, I would like to thank you for your efforts in securing \$610,596 from the U.S. Department of Housing and Urban Development (HUD) to proactively plan for growth and ensure long-term sustainability for our Town and its community.

The Community Challenge Planning Grant will assist the Town in our efforts to support economic growth in a manner that will preserve our rural character and agricultural heritage. This opportunity will allow Mansfield to build on the federal, state and local investments already underway as part of Storrs Center and the new UConn Technology Park, to ensure that new development capitalizes on existing and planned infrastructure improvements. Completion of the projects funded by this grant will help us to preserve our natural resources, reduce sprawl, and increase the supply of workforce housing while promoting sustainable economic development.

The Town looks forward to continuing to work with you to make Mansfield an even greater place to work, live, and shop for residents, students, and visitors.

Thank you again for your continued support of our community.

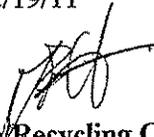
Sincerely,

Matthew W. Hart
Town Manager

Cc: Town Council
Linda Painter, Director of Planning and Development

PAGE
BREAK

TOWN OF MANSFIELD
MEMORANDUM
12/19/11

TO: Cherie A Trahan, Director of Finance
 FROM: Lon R. Hultgren, Director of Public Works 
 RE: **CPI Escalation for Multi-family Garbage/Recycling Collection Contract**

Beginning December 1, 2011 the prices in our multi-family collection contract rise based on the CPI from November 2010 to November 2011. The consumer price index rose 3% in this period of time. The escalated prices are given below and should be used from December 2011 through November 2012:

Multi-Family (Willimantic Waste paper)		
Item	Current Price	Escalated Price
1 CY dumpster	24.37	25.10
2 CY dumpster	28.11	28.95
4 CY dumpster	56.22	57.91
6 CY dumpster	76.66	78.96
6 CY dumpster 2x/wk	148.55	153.01
8 CY dumpster	91.98	94.74
8 CY dumpster 2x/wk	177.68	183.01
10 CY dumpster	102.19	105.26
95 gallon recycling carts	4.38	4.51
Individual recycling stops	4.38	4.51

Mini & 1-can recycling	3.08	3.17
Mini service	6.21	6.40
1-can service	6.61	6.81

cc: Matt Hart, Town Manager
 Tim DeVivo, Willimantic Waste Paper, Multi-family hauler
 Mayo & Sons, Single-family hauler
 Virginia Walton, Recycling/Refuse Coordinator
 Cheryl Urban, Collector's office
 Linda Patenaude, Public Works Specialist

PAGE
BREAK

To: Mansfield Downtown Partnership, Inc. Board of Directors
From: Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Re: Storrs Center Construction
Date: December 19, 2011

I wanted to provide the Board of Directors with follow-up to the concerns that were expressed at the Board meeting on December 1, 2011, as well as various comments and questions we have received over the last few weeks. As a reminder, our Frequently Asked Questions are a good place for information about a variety of issues related to Storrs Center. They can be accessed off the Partnership's home page at www.mansfieldct.org/mdp. The construction website is also a good source of information at (<http://storrscenterconstruction.blogspot.com>)

The following information has been provided to me by Storrs Center general contractor Erland Construction and has been reviewed by master developer LeylandAlliance. I have provided additional information where noted.

1) Quality of Materials

A concern was expressed at the December 1, 2011 Board meeting during public comment about mold on the sheetrock being used for the project.

- The Erland Mold Prevention Program is in place and being executed on the project.
- Exterior sheathing being utilized to date has all been mold resistant exterior grade.
- Interior sheet rocking had not yet begun and sheetrock material was not on site as of December 1, 2011.
- Thompson & Lichtner, an exterior envelope consultant, has completed an independent peer review of BL Companies' design for the mixed-use buildings. This was done to have a second set of eyes review any potential water intrusion. This same firm that conducted the peer review is performing on-site testing and inspections.
- Green material on the buildings is spray applied vapor barrier which may, to the untrained eye, appear to be mold. Please note that the Partnership has received several questions about the green-material, particularly whether it will be the color of the buildings, and addressed it on our construction website (<http://storrscenterconstruction.blogspot.com>) on November 22, 2011.

- Erland has inspected the site since the December 1 Board meeting and they have found no evidence of mold.

* I also spoke with the Town's Building Official Mike Nintean, who regularly visits the site, and he said he has seen no indication of mold on the materials on the site.

Other Information on Materials:

- The Phase 1A buildings are being constructed in accordance with all applicable codes and as specified by professional architects and engineers that are licensed in the state of Connecticut.
- In many cases, materials exceed code requirements – examples are the spray applied vapor barrier, and adherence to the Sustainability Guidelines for Storrs Center. *Please note that the Partnership's Planning and Design Committee met in July 2011 and November 2011 with Andy Graves, the architect from BL Companies, as well as representatives from Erland Construction, including Erland Project Manager Christopher Alvino, and either Lou Marquet or Macon Toledano, from Leyland to review the Guidelines against the construction of Phase 1A. This is part of the Committee's mandate and the review has been detailed and deliberative. As of this date, all the Guidelines are being met, if not exceeded, except for the construction of a black roof instead of a white roof. The white roof is not energy efficient in our climate. We expect the development team to come back to the Committee in a few months with an update. The final review and Guidelines checklist will be submitted by the architect once Phase 1A is completed.
- Building permits have been obtained from the Town's Building Official after extensive reviews of construction documents.
- Regular inspections by the Town's Building Department, Fire Marshal's office, and Leyland and EDR's architect and engineers, and an independent testing and inspection company have been in place since the start of the project. Nothing out of the ordinary has been identified and any issues or concerns have been addressed quickly. In addition, the Building Official and Fire Marshal attend weekly construction meetings at the construction site.
- Inspections will continue until project completion.
- Erland's Quality Committee and Programs are in place to ensure quality. *Attached is information about Erland's Quality Program.*
- Granite countertops, stainless steel appliances, standing seam metal roofing, brick facade, cast stone, fiber cement siding, etc. are all top of the line materials.

2) Local Workforce

- Over 85% of the contract value has been awarded to subcontractors that have Connecticut offices.
- In addition, as of December 8, 2011, the following subcontractors from Connecticut have been hired to work on Phase 1A of Storrs Center: Milton C. Beebe & Sons, Inc., is located in Mansfield, and completed the site work on the Bishop parking lots; Carolyn Storrs of Distinctive Landscaping and Nursery of Columbia, CT, is performing landscaping work at the Bishop lots; Harvey Building Products from Berlin (window supplier); Tabacco & Sons Builders from Bristol (demolition of 13 and 14 Dog Lane); Shepard Steel Company from Hartford (structural steel, metal decking, steel stairs and misc. metals); F. Monarca Masonry from Middlefield (masonry); Shawnlee Construction LLC from Naugatuck (rough carpentry and wood framing); Shepardville Construction LCC from Naugatuck (siding and trim); Allstate Interiors from Shelton (metal framing, insulation and drywall); Chase Glass Company from East Hartford; Hart Mechanical, Inc. from Glastonbury (heating, ventilating, and air conditioning, and plumbing); Interstate Electrical Corporation from Bloomfield (electrical); Otis Elevator Company from East Hartford (elevators); Builders Concrete East, LLC from Windham (concrete material for flatwork and foundations); Barker Steel from South Windsor (wire mesh material for concrete flatwork) and General Electrical Suppliers from Stamford.
- In at least two cases, Leyland and EDR have requested that a CT subcontractor be used in lieu of lower out of state bids. These include the award of structural steel to Shepard Steel out of Hartford instead of a firm from Canada; and an award to M. Brett Painting from Connecticut that was slightly higher than a Massachusetts firm.
- On average, over 70% of the workers on site each day are CT residents.
- Erland and its subcontractors have helped to publicize and participate in two job fairs in May and September with the Partnership, in an attempt to increase the number of local residents working on Storrs Center. Another job fair is scheduled for early 2012.
 - At least 6 local workers have been hired to date from the job fairs, including a UConn Engineering student from the first job fair.
- BL Companies, the architect, and a majority of the engineers are CT firms.
- There was a question raised at the December 1 Board meeting about not using local suppliers such as Willards. Willards, with a store in Mansfield, has been supplying lumber for safety railings, and for temporary winter protection measures. In addition, the following other local contractors have been utilized:

Builders Concrete East, LLC from Windham for the concrete; and Willimantic Waste for the dumpsters. Also, other suppliers from Connecticut are being used including Northeast Contractors Supply from Hartford (rigid insulation at the foundations); The Jack Farrelly Company from Bloomfield (underground piping to the excavator for water lines and storm drainage pipe); Manchester Fire Extinguisher Company from Manchester; and Colony Tools & Supply from New Haven.

- Local businesses such as Subway and Husky Pizza have seen an increase in business from construction activity.

3) Worker Labor Issues

- Erland has a formal Affidavit Program that requires sworn statements from subcontractors that attest to the legality and eligibility of all workers on the project.
- When necessary, Erland has and will request I-9s from subcontractors. An I-9 is the form that the federal government requires of all new workers to complete to provide evidence of documentation. Identification of workers is checked regularly. Thus far, Erland has no notice from the CT Department of Labor or any other agency stating that undocumented workers are on the job site.
- Workers are paid on the basis of merit and skill. Some entry level workers are being paid \$10/hour, but most are making much more.

4) Erland's Experience

- Erland has a successful 34 year history of completing projects. *Please see Erland's website at www.erland.com as well as attached examples of three projects they have completed; references; and industry awards Erland has received.*
- Erland has an experienced and seasoned staff on the project.
- Erland's current MOD is better than industry standard. The MOD is the rate that is used to determine workers compensation insurance rates – companies with fewer claims than industry average have low “MOD” rates, and pay lower premiums. Erland employs a full-time safety officer. Erland has a new safety committee that makes site inspections. Erland has won awards for its safety record. *Attached is information on Erland's Safety Program as well as accreditation and safety awards.*
- Most recently, Erland participated in a formal OSHA Partnership on a 115,000 square foot laboratory renovation for medical device client Covidien (Mansfield, MA). Erland entered into a formal partnership agreement with OSHA to promote

their mutual dedication to safety and health on construction jobsites. Their arrangement required establishing metrics and then monitoring performance. The outcome was a Total Incident Rate 32% below the national average for non-residential construction as well as a Total Days Away from Restricted work activity of job Transfer (DART) rate of 1.5, which is significantly below the national average of 2.2.

- Phase 1A is on schedule and on budget.

5) Misc.

There was a statement made that the phone number for the Oaks on the Square office had a 901 area code. This was true for approximately three weeks until the office opened in mid-September. Once the office was opened, a phone number with an 860 area code was put in place. The reason a number in Memphis was provided early on was that EDR is based in Memphis, and that is where staff could be contacted with inquiries about the apartments before a property manager was on the ground in Mansfield.

QUALITY CONTROL

Quality construction has been at the root of Erland's success over the last 34 years. **Setting standards, communicating expectations, and enforcing performance** are all important to achieving desired results. Erland has a formal in-house project quality program that is communicated to our employees and our subcontractors and is monitored by peer-review teams.

Our program begins during preconstruction when the project team performs a review of project requirements to identify any areas of **particular risk or concern** and records them on our Risk Matrix. We develop a schedule for the Quality Peer Review Team that dovetails with the project schedule and sets the milestones for onsite inspections of the work being put in place.

Quality for a General Contractor is highly dependent on the subcontractors performing the work. Erland requires a **review of subcontractor qualifications** – including financial health – before subs are allowed to bid our jobs. Members of the project team also **evaluate subcontractor performance** at the end of each project and these reviews are considered before future contracts are awarded.

At the bidding stage, potential subcontractors are identified and selected based on their suitability for that particular project. **Job-specific imperatives** are reviewed during the subcontract negotiation phase so there is no misunderstanding of the requirements and expectations when the time comes to put the work in place. It is our experience that careful planning during preparation of scope documents **eliminates the need for excessive change orders**.

Mock-ups and Testing for Storrs Center

The heart of Erland's Quality Program is the **Project Specific Pre-plan Checklist**, a proactive assessment tool that identifies every potential quality related issue expected to be encountered on that job. We use onsite mock-ups of key systems to set the absolute quality standard for **aesthetics and functionality** and to eliminate any error due to subjective interpretation.

Mock-ups typically focus on areas where **dissimilar materials** come together because these present the greatest risk for system failure. For Storrs Center, we have constructed a functional mock-up of the exterior façade to use for water and air barrier testing. This testing will be conducted by Thompson & Lichtner, the same 3rd party expert that performed the peer review on the roof and exterior elevation drawings and project specifications.

Erland

OAK GROVE VILLAGE

Melrose, Massachusetts

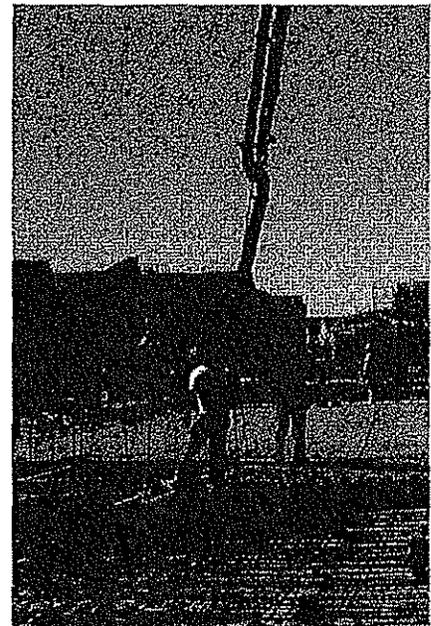


FAST FACTS

Value	\$37.0 million
Architect	ICON Architecture
Owner	Pembroke Real Estate
Units	201
Buildings	5
Total Area	332,248 square feet
Duration	18 months
Project Type	New Wood-frame Construction
Building Use	Multifamily Housing
Parking	255 below-grade spaces

This 201-unit, project, developed by Pembroke Real Estate of Boston, Massachusetts – a subsidiary of Fidelity Investments, is the second phase of a 550-unit residential complex in Melrose, Massachusetts. Erland teamed with ICON Architecture of Boston on the 332,248 square foot complex. The post-tension slab design required extensive coordination.

This phase of the apartment complex features five wood-framed buildings with 74 one-bedroom apartments and 127 two-bedroom apartments. In addition, Erland constructed 255 below-grade parking spaces. The design goal of Oak Grove Village is to create a true neighborhood through the architecture and generous use of green space, courtyards, and pedestrian-friendly streets.



Reference
Thomas J. Walsh
Development Director
Pembroke Real Estate
255 State Street
Boston, Massachusetts 02109
617.563.3045

Erland

Building Solutions Through Commitment and Teamwork

FOXWOODS RESORT AND CASINO

Mashantucket, Connecticut



AL DENTE RESTAURANT

Project Value: \$448,000

Area: 1,400 square feet

Architect: JBD Designers Club
Consultants

OTHER PROJECTS AT FOXWOODS INCLUDE:

- *Al Dente Restaurant, \$96,000; ceiling reinforcement engineered by Oden Engineers.*
- *Hydraulic Dock Lift, \$41,000*
- *Java Coast Kiosk, \$103,000; renovation, designed by BVH Integrated Services*
- *Exit Doors, \$74,440; installation designed by Maier Design Group LLC*
- *Safety Tie Off Harness Hook-Up, \$23,599; an installation of a safety railing inside a water fountain, designed by Jefferson Group Architects*



SUBWAY SANDWICH SHOP

Project Value: \$220,000

Area: 970 square feet

Architect: Maier Design Group



FESTIVAL BUFFET

Project Value: \$1.3 million

Area: 2,700 square feet

Architect: Decarlo and Doll

Erland

Building Solutions Through Commitment and Teamwork

LINDEN PONDS AT HINGHAM

Hingham, Massachusetts



Erland managed the construction of the first neighborhood of this new independent living community, comprised of a 57,818 square foot community building, three residential buildings totaling 433 units, and surface and below-grade parking for 200 cars. The community building—with a dining room, full-service kitchen, pool and fitness center, healthcare services, shops, banking, and crafts and recreation rooms—is connected to all the other buildings via climate-controlled, enclosed walkways.

Sitework encompassed reclaiming an abandoned quarry and protecting the wetlands it borders. Erland

constructed a new main entry road, installed all major utility services, and managed all blasting and earthwork, with particular attention to recycling ledge.

A dedicated wastewater treatment plant was constructed to limit the need to draw on resources from the Town of Hingham. An irrigation system uses water from the quarries to maintain the landscaping.

The residents have access to 81 personal gardens, a putting green, and a network of walking paths through the surrounding woods.

A deck overhanging a quarry and a gazebo provide restful spots to enjoy nature.

Reference

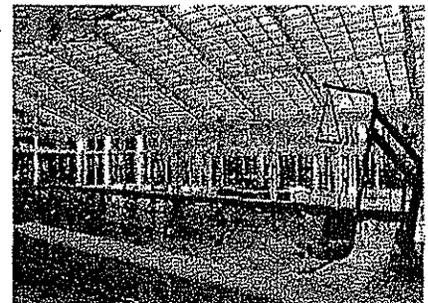
Lloyd Stan Yeakel
Erickson Retirement Communities
57 Bedford Street Suite 200
Lexington, MA 02420
978.852.3798

Erland

Building Solutions Through Commitment and Teamwork

FAST FACTS

Value	\$74.9 million
Architect	Steffian Bradley Associates
Owner	Erickson Retirement Communities
Units	433
Buildings	4
Total Area	582,000 square feet
Duration	25 months
Project Type	New Construction
Building Use	Senior Living
Amenities	Fitness Center, Full-Service Kitchen, Pool and Fitness Center
Parking	200 surface & below-grade spots
Awards	Associated Builders and Contractors of Massachusetts: Excellence in Construction Award, Merit



Pembroke
REAL ESTATE

October 27, 2009

Mr. Jeffrey H. Elowitz
Group Manager
Erland Construction, Inc.
83 Second Avenue
Burlington, MA 01803

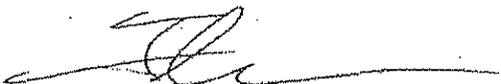
Dear Jeff:

I want to thank you and the Erland team for successfully completing Oak Grove Village Phase II. Erland's field and office staff of professionals exceeded my expectations and we have a great project to prove it.

There were several goals that I set for Erland and the project and each was achieved or exceeded. Consideration and respect for the residents of our first phase was always observed and Phase II construction was simply an object of curiosity to them. For that, I thank you. A springtime, move-in condition delivery of the buildings was critical to coincide with peak leasing activity. There were several unanticipated changes, including a major mid-project change to the fire sprinkler system that Erland was able to absorb in the schedule and the early completion bonus you earned was well deserved. Site logistics, including the removal of over 30,000 tons of excess soil and performing construction on a space constrained site, was the prime topic in planning Phase II. Erland's coordination of subcontractors and material deliveries was remarkable. The phrase "match Phase I" was commonly heard in our job meetings. Phase II had to match the first phase in workmanship and materials so that, as a whole, Oak Grove Village would read as one project. Erland, once again, responded. Last, but certainly not least, Erland bought the job well with qualified subcontractors and made our budget work.

Erland's careful planning, collaborative approach and attention to detail resulted in a project that is highly regarded by us as well as our neighbors in the cities of Melrose and Malden. Oak Grove Village is a terrific addition to our portfolio and a development that many people will be proud to call home.

Sincerely,



Thomas J. Walsh
Development Director
Pembroke Real Estate



OFFICE OF THE PRESIDENT

263 Alden Street
Springfield, MA 01109-3797
(413) 748-3241
FAX: (413) 748-3746

March 1, 2010

Mr. Eric Greene
Regional Manager
Erland Construction
One Hartfield Boulevard, Suite 100
East Windsor, CT 06088

Dear Eric:

With the recent dedication of the Richard B. Flynn Campus Union, I'd like to extend thanks to the entire Erland team for another job well done. Our new student center, which encompasses so many types of spaces and uses, is sure to become the heart of the Springfield College Campus. It is a perfect complement to the Wellness and Recreation Complex Erland constructed in 2008.

Erland has become a trusted advisor to Springfield College. Your team has helped us to explore our options and provided us with the necessary information to make informed decisions. It is clear that your recommendations always have our best interests in mind. We know we can rely on your budget and timeline projections from the earliest days of preconstruction right through to the end of a project, and that you will keep us fully updated if impacts to the schedule are encountered. We are as pleased with your process as we are with your final products.

As we embark on our third project together, I want to acknowledge that your ability to work collaboratively transcends our Springfield College team and has extended to each of the three architectural firms you've worked with on our behalf. Together with the design teams, you have delivered top quality facilities that met our program goals. I am confident that the renovation of Judd Gymnasium into the Stitzer YMCA Center will be another enhancement to our campus of which we can be proud.

I am pleased that our working relationship with Erland Construction will continue. As I stated in my remarks at the Campus Union ribbon-cutting ceremony, I have been involved with a multitude of construction projects and firms during my career, and Erland has been the best contractor I've had the privilege to work with. You have become a highly valued member of the Springfield College community, and I look forward to continuing our partnership.

Sincerely,

Richard B. Flynn
President

Springfield College is an equal opportunity educator and employer.

Industry Awards

Avid Technology, Burlington, Massachusetts

- Excellence in Construction Award, Eagle 2011
Associated Builders and Contractors of Massachusetts

Palomar Medical Technologies, Burlington, Massachusetts

- 2011 International Interior Design Award (IIDA)

Springfield College Judd Gymnasia/Stitzer YMCA Center, Springfield, Massachusetts

- 2010 Preservation Award, Adaptive Re-Use
Preservation Massachusetts: Our Preservation Education

The Leonard Florence Center for Living, Chelsea, Massachusetts

- Build New England Award 2011
Associated General Contractors of Massachusetts
- Building Project of the Year Award, New Construction <\$30 million category, 2010
Construction Managers Association of America, New England Chapter
- Excellence in Construction Award, Eagle 2010
Associated Builders and Contractors of Massachusetts
- Best in American Living, 2010 Gold Award for a Community Facility
National Association of Home Builders

Springfield College Richard B. Flynn Campus Union, Springfield, Massachusetts

- Excellence in Construction Award, Merit and Spirit 2010
Associated Builders and Contractors of Massachusetts

Sunovion Building 2, Marlborough, Massachusetts

- Build New England Award, Honor 2009
Associated General Contractors of Massachusetts

Springfield College Field House and Wellness Center, Springfield, Massachusetts

- Educational Interiors Showcase - Outstanding Design
American School & University Magazine
- Outstanding Sports Facilities Award
National Intramural-Recreational Sports Association
- 2009 Athletic Showcase, Facilities of Merit
Athletic Business Magazine

Waverley Woods, Belmont, Massachusetts

- Excellence Award; Honorable Mention in the Green Housing Category
Affordable Housing Tax Credit Coalition (AHTCC)
- Excellence in Construction Award, Merit and Green 2009
Associated Builders and Contractors of Massachusetts

Pike School, Andover, Massachusetts

- Project of the Year Award, New Construction <\$10 million category, 2009
Construction Managers Association of America, New England Chapter

- Excellence in Construction Award, Eagle 2009
Associated Builders and Contractors of Massachusetts

Massachusetts Maritime Academy Cadet Residence Hall Expansion,
Bourne, Massachusetts

- Building Design and Construction *Team Effectiveness Award*, 2009
- Build New England Award, Merit 2009
Associated General Contractors of Massachusetts
- Excellence in Construction Award, Eagle, 2008
Associated Builders and Contractors of Massachusetts
- Project of the Year Award, Public Project \$12-20 million category, 2008
Construction Managers Association of America, New England Chapter
- Gold Building of America Award, 2008
Construction Communications

Newton Country Day School Library Addition, *Newton, Massachusetts*

- Excellence in Construction Award, Eagle 2008
Associated Builders and Contractors of Massachusetts

OneBeacon Insurance, *Canton, Massachusetts*

- Best New Workplace Award, 2008
CoreNet Global

Kimball Towers, *Burlington, Massachusetts*

- Excellence in Construction Award, Merit, 2007
Associated Builders and Contractors of Massachusetts

Babson College Undergraduate Residence Hall, *Wellesley, Massachusetts*

- Excellence in Construction Award, Merit, 2007
Associated Builders and Contractors of Massachusetts

Nevins Farm (MSPCA), *Methuen, Massachusetts*

- Excellence in Construction Award, Merit, 2006
Associated Builders and Contractors of Massachusetts

Beaver Country Day School Arts Center, *Brookline, Massachusetts*

- Specialized Facility Citation, 2005
American School & University Magazine

Linden Ponds at Hingham, *Hingham, Massachusetts*

- Excellence in Construction Award, Merit, 2005
Associated Builders and Contractors of Massachusetts

St. Mark's School Center for the Arts, *Southborough, Massachusetts*

- Excellence in Construction Award, First Place, 2004
Associated Builders and Contractors of Massachusetts
- 2004 Spirit Award for outstanding teamwork and support of fellow ABC members

The Carroll Center for the Blind, Adaptive Technology Center, *Newton, Massachusetts*

- 2003 Awards of Excellence National Commercial Builders Council, *National Association of Home Builders*

Rogers Center for the Arts, Merrimack College, North Andover, Massachusetts

- Excellence in Construction Award, First Place, 2000
Associated Builders and Contractors of Massachusetts

Gladys Sakowich Campus Center, Merrimack College, North Andover, Massachusetts

- Excellence in Construction Award, 2002
Associated Builders and Contractors of Massachusetts
- Honor Award for Design Excellence, 2001
Boston Society of Architects

Glavin Family Chapel, Babson College, Wellesley, Massachusetts

- 2002 Award for Interior Design *Boston Society of Architects*
- 2001 Honor Award in Architecture, *New England AIA*
- 2001 Award for Design, *Boston Society of Architects*
- 2001 Religious Art and Architecture Design Award, *IFRAA*

Hollister Hall, Babson College, Wellesley, Massachusetts

- Excellence in Construction Award, Merit, 1999
Associated Builders and Contractors of Massachusetts

Donald W. Reynolds Campus Center, Babson College, Wellesley, Massachusetts

- 2001 Merit Award for Architecture, *New England AIA*

Brita Corporation, Londonderry, New Hampshire

- Excellence in Construction Award, First Place, 1999
Associated Builders and Contractors of Massachusetts
- Excellence in Construction Award, Merit, 1999
Associated Builders and Contractors of New Hampshire

Western New England Animal Center, Springfield, Massachusetts

- David B. Perini Jr. Award for Project Team Effectiveness, 1998 Certificate of Excellence *New England Construction User's Council*

Quadrangle, Babson College, Wellesley, Massachusetts

- Excellence in Construction Award, First Place, 1998
Associated Builders and Contractors of Massachusetts

Babson College, Sorenson Center for the Arts, Wellesley, Massachusetts

- Honor Award, Best New Theatre of the Year 2000
US Institute of Theatre Technology

Franklin W. Olin Graduate School of Business, Babson College,
Wellesley, Massachusetts

- Build Massachusetts IX Honor Award, 1997
Associated General Contractors of Massachusetts
- David B. Perini, Jr. Award for Project Team Effectiveness, 1997 Top Honor. *New England Construction Users Council*
- John I. Carlson, Jr., Owner-Recognition Award, 1997 Top Honor. *Construction Industry Liaison Group*
- Excellence in Construction Merit Award, 1997
Associated Builders and Contractors of Massachusetts

EPA New England Regional Laboratory, Chelmsford, Massachusetts

- Excellence in Construction Award, Grand Honor, 2001.
Associated Builders and Contractors of Massachusetts
- Gold LEED™ Rating
- Build Massachusetts Excellence in Teamwork, Merit Award, 2003. *Associated General Contractors of Massachusetts*
- 2002 White House Closing the Circle Award in the category of Model Facility
- Exemplary Buildings Award 2004 -- Case Study Model *Sustainable Buildings Industry Council*
- Real Property Innovation Award, 10/2002
- EPA Regional Bronze Medal, 11/2002
- Gold Medal Award for industrial design excellence of solar shades, 2001. *Industrial Designers Society of America*
- 2002 General Service Administration Environmental Award
- Demolition Derby: Model Facility and Non-hazardous Waste Award
- Meritorious Team Award

M/ A-COM, Inc., a Division of AMP, Lowell, Massachusetts

- Build Massachusetts IX Merit Award, 1997
Associated General Contractors of Massachusetts
- Excellence in Construction Award, First Place, 1997
Associated Builders and Contractors of Massachusetts

Massachusetts General Hospital Revere Healthcare Center,
Revere, Massachusetts

- New England Healthcare Facilities Design Award, 1996
Boston Society of Architects

Greater Lawrence Family Healthcare Center, Lawrence, Massachusetts

- Build Massachusetts Performance Award, 1995
Associated General Contractors of Massachusetts

H.C. Starck (formerly NRC), Newton, Massachusetts

- David B. Perini, Jr. Award for Project Team Effectiveness, 1991
New England Construction Users Council

M/A-COM Facilities Consolidation, Lowell, Massachusetts

- Build Massachusetts Performance Award
Associated General Contractors of Massachusetts

640 Memorial Drive, Massachusetts Institute of Technology, Cambridge, Massachusetts

- Historic Building of the Year, 1997
National Association of Office and Industrial Developers
- Award of Excellence, *Urban Land Institute*
- National Restoration Award, 1994
Building Design and Construction Magazine
- Excellence in Restoration Award, 1994
Associated Builders and Contractors of America
- Excellence in Restoration Award, 1994
Associated Builders and Contractors of Massachusetts
- Build Massachusetts Merit Award, 1994
Associated General Contractors of Massachusetts

The Andover Companies, Andover, Massachusetts

- Award of Commendation for Excellence in Construction, 1991 *Associated Builders and Contractors of Massachusetts*
- Build Massachusetts Performance-Quality Award, 1991
Associated General Contractors of Massachusetts
- Grand Award for Project Excellence, 1990
National Association of Industrial and Office Parks
- David B. Perini, Jr., Award for Project Team Effectiveness, 1991
New England Construction Users Council

Science Discovery Museum, Acton, Massachusetts

- Build Massachusetts Performance Award, 1989
Associated General Contractors of Massachusetts

Westwood Business Centre, Westwood, Massachusetts

- Build Massachusetts Merit Award, 1987
Associated General Contractors of Massachusetts

Bulfinch Square, Cambridge, Massachusetts

- Build Massachusetts Honor Award, 1985
Associated General Contractors of Massachusetts
- National Restoration Award, 1985 *American Institute of Architects*

M/A-COM Advanced Semiconductor Operations, Lowell, Massachusetts

- Build Massachusetts Merit Award, 1985
Associated General Contractors of Massachusetts

Carleton Willard Village, Bedford, Massachusetts

- Build Massachusetts Merit Award, 1982
Associated General Contractors of Massachusetts

Carroll Center for the Blind, Newton, Massachusetts

- Build Massachusetts Honor Award, 1981
Associated General Contractors of Massachusetts

The School House, Boston, Massachusetts

- Build Massachusetts Honor Award, 1981
Associated General Contractors of Massachusetts

SAFETY PROGRAM

Dedicated to a Safe and Healthy Work Environment

Erland's comprehensive safety program is based on the continuous education of all our employees. We demonstrate our commitment to safety through our formal **Safety and Health Program** that demands a safe and healthy workplace for our employees, subcontractors, clients, and site visitors.

Erland's program provides training in the recognition, avoidance, and prevention of accident-causing conditions and/or actions that may endanger personnel. Training and education include OSHA and industry sponsored programs as well as Erland's own weekly, mandatory onsite *Tool Box Talks* for subcontractors and employees. Employees are also encouraged to attend seminars sponsored by the Associated Builders and Contractors (ABC), Associated General Contractors (AGC), and the Massachusetts Safety Council. Each Erland employee is empowered to report and correct any onsite hazards they observe.

All Erland employees are required to attain OSHA 10-Hour Certification and we regularly sponsor OSHA 10-Hour Safety Courses at our office. The OSHA 30-Hour Safety Course is encouraged for all employees and has been completed by the Safety Director and all Field Superintendents, as well as several others at all levels of the company. Our company has three **Safety Outreach Trainers** (500-Hour OSHA) on staff certified to administer the OSHA 10-Hour and 30-Hour Safety Courses.

Erland's Safety Program outlines the responsibilities for contributing to a safe and healthy work environment. The program is reviewed and updated at least annually by Erland's Safety Committee, comprised of employees from the field, project management, administration, and corporate management. To ensure compliance, the committee conducts unannounced jobsite inspections and also implements enhancements to the Safety Program based on changes in OSHA standards.

Full-time Safety Officer on Staff

Erland's dedication to safety goes beyond training and procedures. We employ a **full-time Safety Officer** who is responsible for traveling to different jobsites and performing safety audits that ensure the overall quality and safety of the work environment. Our Safety Officer assists with the formulation of project-specific safety plans and makes recommendations for continual improvement of our overall safety program – not only for Erland employees, but also for all subcontractors and occupants on any Erland construction project.

Erland's Safety Officer, in cooperation with the onsite Superintendent, provides the leadership and management necessary to monitor potential risks, confirming that all safety requirements are being met. He works closely with each

Erland

Superintendent on site-specific preplanning programs that focus on eliminating the hazards particular to each individual project's locale.

**Formal OSHA Partnership Beats
National Safety Statistics**

On a recent 115,000sf laboratory building renovation for a medical device client, Erland entered into a formal partnership agreement with OSHA to promote our mutual dedication to safety and health on construction jobsites. Our arrangement required establishing metrics and then monitoring performance. The outcome was a Total Incident Rate 32% below the national average for non-residential construction as well as a Total Days Away from Restricted work activity of job Transfer (DART) rate of 1.5, which is significantly below the national average of 2.2.

Award Winning Safety Performance

The results of Erland's commitment to safety can be seen in the 23 National and Massachusetts Safety Awards since we have received since 1986 from the AGC, ABC and the Massachusetts Safety Council. The **National AGC Safety Award (NASA)** program presented to Erland recognized our 2007 incident rate that was 25% below that of the Bureau of Labor Statistics – a rate that translates to less than one lost workday for every 100,000 hours worked. From **ABC**, we earned a **National Award for S.T.E.P.** (Safety Training and Evaluation Process) and a Platinum Level Award from the local chapter.

Our 2011 **Experience Modification Rating (EMR)**, issued by the Workers Compensation Rating Bureau, is **0.97**.

Erland

Safety and Accreditation

S.T.E.P. (Safety Training and Evaluation Process) National Award,

Platinum Level of Achievement: 2008, 2008

- Recognition of ongoing efforts in the development of an exemplary safety program National Associated Builders and Contractors

Certificate of Commendation for Zero Incidence Rate: 2004, 2005

- Associated General Contractors of Massachusetts

S.T.E.P. (Safety Training and Evaluation Process) Award, Gold Level of Achievement: 2011, 2010, 2007,

2006, 2004, 2002, 1999, 1998

- Recognition of ongoing efforts in the development of quality safety programs, Associated Builders and Contractors of Massachusetts

Merit Award Exemplary Safety Record: 2008, 2007, 2003, 2002, 2001, 2000, 1993, 1992, 1986

- Associated General Contractors of Massachusetts; 25% Below Division Incidence Rate

Gold Level Highest Achievement Safety Award: 2000

- Associated Builders and Contractors, Massachusetts Chapter

Certificate of Commendation: 2005, 2004, 1999, 1997, 1996, 1992, 1991, 1990, 1978

- For Safety Excellence Associated General Contractors of Massachusetts

Group Safety Award: 1997

- Statewide Occupational Safety Awards Program Massachusetts Safety Council, Inc.

Safety Award Outstanding Safety Record: 1997, 1995, 1987

- Associated Builders and Contractors of Massachusetts

Clifford E. Simmons Memorial Award: 1990

- Best safety record under 100,000 man hours of exposure Associated General Contractors of Massachusetts

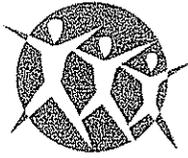
Certificate of Approved Safety Standards: 1985

- Associated Builders and Contractors of America Accreditation

Accredited Quality Contractor: 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003, 2002, 2001, 2000, 1999, 1998, 1997, 1996

Safety, Benefits, Training, Community

- Associated Builders and Contractors of Massachusetts



Mansfield
Community Center
Family, Fitness & Fun!

**Town of Mansfield
Parks and Recreation
Department**



Curt A. Vincente, Director

10 South Eagleville Road
Storrs/Mansfield, Connecticut 06268
Tel: (860) 429-3015 Fax: (860) 429-9773
Email: Parks&Rec@MansfieldCT.org
Website: www.MansfieldCC.com

December 13, 2011

Item # 10

Dear Members,

As you know, last month we conducted several Membership Open Forums specifically to discuss the possibility of reducing facility operating hours on weekends. Thank you to those who were able to attend or send emails to provide some input. After careful and thorough review of three years of facility usage data and listening to members, there is a clear understanding that the facility needs to operate as efficiently as possible in the best interest of the entire membership. It has been increasingly difficult to justify keeping the facility open after 8pm on Saturday and Sunday evenings for the small percentage of members that use the facility after those times. Beginning January 7, 2012, we will temporarily reduce operating hours on Saturdays by closing at 8:00pm rather than 10:00pm and on Sundays by closing at 8:00pm rather than 9:00pm. These reductions will allow us to be more efficient with a minimal impact on member facility use, programming and general community use. As is done regularly, the pool closes 30 minutes prior to the building closing to allow ample time for visitors to shower and for pool area routine cleaning. We will re-evaluate the operating hours after a year and make any adjustments as warranted. We welcome your feedback and appreciate your understanding. Thank you for your support of the Mansfield Community Center!

Sincerely,

Curt Vincente

Curt Vincente, CPRP
Director of Parks & Recreation

PAGE
BREAK

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

[Home](#)



Call for Service



Start Date (MM/DD/YYYY)

End Date (MM/DD/YYYY)

12/1/2011

00:00

12/31/2011

23:59

Mansfield

- OR -

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

Run Report

<u>Act Call Type</u>	<u>Act Sub Type</u>	<u>Description</u>	<u>Total</u>
ACCNOINJ		NO REPORT	2
ACCNOINJ		REPORT WRITTEN	34
ACCWINJY		REPORT WRITTEN	2
ACCWINJY	MINOR	REPORT WRITTEN	1
ACCWINJY	POSS	REPORT WRITTEN	1
ADMINSER		NO REPORT	12
ADMINSER	ADMINOTH	NO REPORT	14
ADMINSER	CAR/DEER	NO REPORT	7
ADMINSER	DARE	NO REPORT	1
ADMINSER	F/P-GUN	NO REPORT	1
ADMINSER	F/POTHER	NO REPORT	4
ADMINSER	PRELAY	NO REPORT	1
ADMINSER	PROPERTY	NO REPORT	1
ADMINSER	PROPERTY	REPORT WRITTEN	1
ADMINSER	REPO	NO REPORT	2
ALARMS		NO REPORT	50
ASAGENCY		NO REPORT	5
ASAGENCY		REPORT WRITTEN	1
ASAGENCY	LOCAL	NO REPORT	4
ASAGENCY	STATE	NO REPORT	3
ASCITIZE		NO REPORT	29
ASCITIZE	COMMCT	NO REPORT	15
ASCITIZE	COMMCT	REPORT WRITTEN	1
ASCITIZE	OTHER	NO REPORT	20
ASCITIZE	OTHER	REPORT WRITTEN	2
ASSAULT		REPORT WRITTEN	1
BURGLARY		NO REPORT	1
BURGLARY		REPORT WRITTEN	5

Call for Service

CRIMNMSF		REPORT WRITTEN	1
DISTURBA		REPORT WRITTEN	1
DISTURBA	CIVIL	NO REPORT	4
DISTURBA	JUVENILE	NO REPORT	1
DWI	ACCNOINJ	REPORT WRITTEN	3
DWI	ONSIGHT	REPORT WRITTEN	12
DWI	ONSIGHT	TS ALL OTHER (PROFILING REQ)	1
K9BLDHND	MISSING	NO REPORT	1
K9PATROL	TRAINING	NO REPORT	1
K9PATROL	WANTED	NO REPORT	1
LARCENY		NO REPORT	1
LARCENY		REPORT WRITTEN	14
MEDICAL		NO REPORT	2
MEDICAL	EMCOMMIT	NO REPORT	3
MEDICAL	EMCOMMIT	REPORT WRITTEN	2
MEDICAL	MEDBASIC	NO REPORT	3
MEDICAL	MEDOTHER	NO REPORT	1
NARCOTIC		REPORT WRITTEN	2
NARCOTIC	ARREST	REPORT WRITTEN	2
OSHA		REPORT WRITTEN	1
OSHA	ACCNTL	REPORT WRITTEN	1
PATCHECK		NO REPORT	32
PATCHECK	ATL	NO REPORT	1
PATCHECK	HISECRY	NO REPORT	2
PATCHECK	PATCOM	NO REPORT	14
PATCHECK	PATRES	NO REPORT	30
PATCHECK	PATROAD	NO REPORT	137
PATCHECK	PATSTATE	NO REPORT	16
PATCHECK	TOWN	NO REPORT	4
SUSINCDT		NO REPORT	13
SUSINCDT		REPORT WRITTEN	1
SUSINCDT	911	NO REPORT	7
SUSINCDT	SPACKAGE	REPORT WRITTEN	1
SUSINCDT	SPERSON	NO REPORT	4
SUSINCDT	SPERSON	REPORT WRITTEN	1
SUSINCDT	SVEHICLE	NO REPORT	3
SUSINCDT	SVEHICLE	TS ALL OTHER (PROFILING REQ)	1
SUSINCDT	THREATS	NO REPORT	1
TRAFSERV		NO REPORT	11
TRAFSERV	14-DMV	ABANDONED MV TAGGED	1
TRAFSERV	14-DMV	NO REPORT	19
TRAFSERV	AMVTAG	ABANDONED MV TAGGED	3
TRAFSERV	AMVTAG	NO REPORT	1
TRAFSERV	DEBRIS	NO REPORT	7
TS		NO REPORT	1
TS		TS ALL OTHER (PROFILING REQ)	2
TS	INFRAC	TS ALL OTHER (PROFILING REQ)	253
TS	NOACT	TS ALL OTHER (PROFILING REQ)	6

Call for Service

TS	TSMISDOR	TS ALL OTHER (PROFILING REQ)	8
TS	TSWARN	TS ALL OTHER (PROFILING REQ)	116
TSCOMM	OTHER	TS COMMERCIAL/PARKING VIOL	1
USEFORCE		REPORT WRITTEN	1

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ERLAND NEWS

For Immediate Release – December 12, 2011

Contact: Katie Cardillo, 781-272-9440, kcardillo@erland.com

Erland Construction Donates to Mansfield, CT Food Pantry

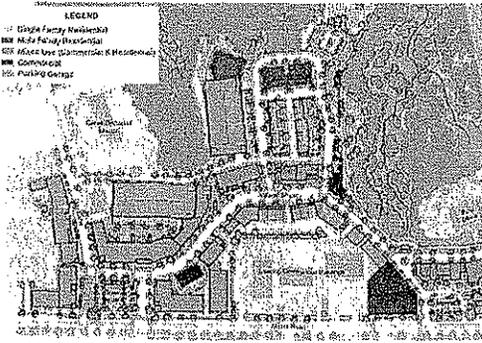
Burlington, Massachusetts – Erland Construction, Inc recently held a food drive to support the Mansfield, Connecticut food pantry. On November 30th, Erland employees delivered boxes of food, as well as a small monetary donation, to the Mansfield Human Services Department, which runs the pantry.

“As the General Contractor for the new Storrs Center development in Mansfield, we have a really strong presence in the community right now and we felt a strong desire to give back during these difficult times,” said Erland Vice President and Regional Manager, Eric Greene. *“The Erland employees were so generous, enabling us to give a substantial donation to the pantry. I’m very happy with the outcome.”*

Storrs Center is a new residential/retail mixed-use development in Mansfield, Connecticut owned by the joint partnership of Storrs Center Alliance and Educational Realty Trust. Erland, teaming with architecture firm, BL Companies of Meriden, Connecticut, is constructing three, five-story buildings – two during Phase 1A and one for Phase 1B. All three, totaling 362,000 square feet, will have a mix of restaurants, retail, and commercial space on the first floor and residential units on floors two through five. The apartments will feature a combination of studios and one, two, and three bedroom units with granite countertops and stainless steel appliances.

Erland Construction, with offices in Burlington, Massachusetts and East Windsor, Connecticut, is the region’s leading open shop construction management, program management, design/build, and general contracting firm. The company has the specialized expertise for new construction, additions, and renovations in major market sectors including academic, residential, commercial, and healthcare. For more information, visit www.erland.com.

#



Storrs Center Site Plan

Erland

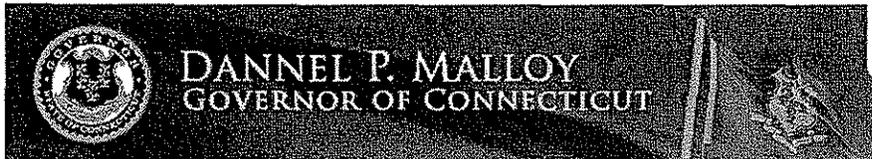
Building Solutions Through Commitment and Teamwork

Erland Construction, Inc. | www.erland.com

83 Second Avenue | Burlington, Massachusetts 01803 | t: 781.272.9440 | f: 781.272.0601

One Hartfield Boulevard, Suite 100 | East Windsor, Connecticut 06088 | t: 860.292.8583 | f: 860.292.8692

PAGE
BREAK



MEET GOVERNOR MALLOY INVITE GOVERNOR MALLOY PRESS ROOM PRIORITIES FOR RESIDENTS LIEUTENANT GOVERNOR WYMAN

Press Releases
 In The News
 Speeches
 Proclamations
 Executive Orders
 Official Portraits



STATE OF CONNECTICUT
 GOVERNOR DANIEL P. MALLOY

January 3, 2012

GOV. MALLOY ANNOUNCES REMAINING STEAP AWARDS FOR TOWNS ACROSS THE STATE

(HARTFORD, CT) – Governor Dannel P. Malloy announced the last round of Small Town Economic Assistance Program (STEAP) awards today. Towns across the state were awarded funds to make infrastructure upgrades, strengthen business corridors and local economies, and improve public spaces. The State Bond Commission allocated \$20 million for 2012 STEAP grants in September 2011.

"Over the past several weeks I've enjoyed visiting the small towns across Connecticut that make our state a great place to live," said Governor Malloy. "Local leaders have done a tremendous job advocating for their communities and ensuring that these important projects are getting the attention and support they need—and state government has stepped up as a partner in the effort to improve the quality of life for residents. These projects are part of reinventing Connecticut and making us a stronger, highly competitive, and more vibrant state."

AWARDS BY TOWN

Ashford was awarded \$196,000 in STEAP funding to reconstruct part of Hnath Road. The reconstruction will help homeowners whose properties are negatively affected by poor drainage, and will also provide safer conditions for drivers.

"This grant will pay dividends for years to come by helping to repair and upgrade a critical transportation artery in our town. I thank Governor Malloy for his commitment to our small towns and in particular for recognizing Ashford as a good long term investment," said State Representative Bryan Hurlburt.

Bethel was awarded \$500,000 to reconstruct and repave major roads impacted by the Stony Hill sewer extension. This award goes toward a larger project that will cost an estimated \$1.48 million to complete.

"I am pleased Bethel has received this state grant approval for \$500,000 for the Stony Hill Road resurfacing project. I have worked with town officials for several months to get state assistance for the project. The town put in sewer lines to benefit some property owners and a road resurfacing is needed to complete the project. This grant benefits all the residents who travel this road in Bethel," said State Representative David Scribner (R-107, Brookfield and Bethel).

Bethlehem received \$160,000 in STEAP funds to rehabilitate and improve drainage on Sanford Lane and Sanford Lane Spur roadways. This is a short road and cul-de-sac serving a small number of homes.

Coventry was awarded \$400,000 to construct sidewalks that will link schools and the library, and make streetscape improvements in the Village Business District. Upgrades to the business district began with ARRA funding and could have a significant impact on the local economy.

"The completion of the sidewalks linking the schools to the library will allow for safer passage of our children and encourage residents to use the town's resources," said State Representative Tim Ackert (R-Coventry). "The improvement of the streetscape in the village district is an important project that may not otherwise be completed without the assistance of the STEAP grant. I believe this project will help improve the quality of life in Coventry in a meaningful way."

Eastford received \$386,680 to rehabilitate Mill Bridge Road #1, a major artery for Eastford Village. These funds will serve as the local match required to obtain federal funds to repair the bridge and preserve its historic appearance.

Ellington received \$75,000 for a sewer extension project along Route 30. This will provide sewer service to an area of marginal septic systems, and encourage economic growth in a commercially zoned area which is currently restricted for development due to lack of sewer infrastructure. The area feeds groundwater into the Shenipsit Lake reservoir used by the CT Water Company.

"These are necessary infrastructure improvements for business development in both South Windsor and

Ellington, and I want to thank Governor Malloy for his continuing emphasis on creating local jobs and enhancing

the local tax base in our communities," said State Senator Gary D. LeBeau (D-East Hartford).

"The extension of the sewer along route 30 will greatly enhance economic development opportunities in the Crystal Lake area," said State Representative Christopher Davis (R- Ellington). "This grant is a good example of taxpayer dollars coming back into the town for important capital improvements that will make the area more attractive to businesses and increase job opportunities."

Hebron was awarded \$214,000 to install traffic signals in the business district at the intersection of Route 66 and John Horton Boulevard. This will serve existing development on Main Street and enhance traffic and pedestrian safety. The project will also promote new business development in the business expansion area.

Mansfield received STEAP funds in the amount of \$500,000 for infrastructure improvements along Village Street. This project is part of the Storrs Center mixed use retail/residential/commercial development and will include the extension of utilities as well as on-street parking service for the shops, restaurants, and offices that will locate in the next phase.

"Building a strong Storrs Center for the benefit of residents, students and the local economy has been a priority for many years. This grant will help in continuing to move this project forward," said Senate President Pro Tem Don Williams.

"Over the next two years a wonderful and carefully planned mix of restaurants, shops, housing and town square will take shape, with the state's commitment to the Storrs Center project critical to its success. With close access to all the great cultural and athletic events at UConn, Storrs Center will be a very popular gathering place for both local residents and visitors," said State Representative Gregory Haddad (D-Mansfield, Chaplin).

Marlborough will use \$400,000 in STEAP funds for the final phase of streetscape improvements in the Village Center area. This project is estimated to create or retain 18 to 24 construction jobs, and will attract pedestrians to the business district in the community.

"STEAP Grants of this size are a real economic development tool for the small towns like Marlborough. The town will be now able to tackle a project that it would not be able to do on just local dollars. It is a real boost and for a reasonable amount of state dollars," said State Representative Pam Sawyer.

Ridgefield received two awards. The first is a \$75,000 grant to install a traffic signal at the intersection of Danbury Road and Route 7. This intersection controls traffic for a 322 unit complex including a nursing home, assisted living facility and an age-restricted condo development. The nursing home and assisted living facility average 400 ambulance calls a year and the intersection has become difficult to navigate since the road was widened to 4 lanes.

The second award, \$200,000, will improve safety and traffic flow through the Ridgefield Center Business District. The project calls for reconstructing the 233-space municipal parking lot between Bailey Avenue and Prospect Street. The lot serves 112 businesses and the Ridgefield Town Hall and will be upgraded, landscaped, and lit.

"As a ranking member of the state's transportation committee I know all too well the financial challenges communities have with maintaining safe roads and workable transportation systems. The STEAP award being provided to Ridgefield will help make the business district more accessible to residents and safer for pedestrians. There is also a great need for a traffic light at the heavily travelled intersection of Danbury Road and Rte 7. I am pleased to see that this initiative will be completed with the state's support. The commuting public deserves safe and reliable transportation systems and these awards will help smaller communities in a substantial way," said Senator Toni Boucher (R-Wilton).

Roxbury was awarded \$400,000 to finish repaving a 2.1 mile section of South Street, install new catch basin and improve drainage on this major thoroughfare. This project will improve snow removal and make the area safer for drivers and pedestrians.

"These improvements in our towns will benefit not just local residents but the business community as well," State Senator Rob Kane (R- Watertown) said. "In 2012, our focus must be on job creation and retention. That means we must send a clear message to businesses that are seeking to remain in our region and seeking to add jobs here. These investments will help send that message and make our communities safer while easing the pressure on local budgets. This is good news for local taxpayers."

"I am very happy to see the town of Roxbury receive this competitive state grant to assist finishing the repaving of South Street. This grant will allow for new catch basins and better road drainage and will benefit the residents of Roxbury immensely," said State Representative Arthur O'Neill (R-69, Bridgewater, Roxbury, Southbury and Washington).

Sherman was awarded \$150,000 to reconstruct two miles of Spring Lake Road. The project will improve drainage while honoring the provisions of the Scenic Road Ordinance. The road serves 63 properties and many Sherman residents use this road to walk or bike.

"Job creation continues to be our goal, and this is welcome news for taxpayers in Bethel, Sherman and throughout greater Danbury," State Senator Michael McLachlan (R-Danbury) said. "State upgrades to our region's roadways will not only make our region safer, but they will also help those who work and do business in our towns. We want to do all we can to make western Connecticut a more appealing place to grow jobs, and these are smart investments. We thank the administration for its attention to western Connecticut."

"The transportation grid, and roads in particular, is the backbone of our state," said State Representative Richard Smith, who represents the 108th General Assembly District. "Maintaining and improving roads and our infrastructure is a fundamental responsibility of government, but it is one that can be costly—particularly for small communities with tight budgets. This grant is welcome news for Sherman."

Simsbury was awarded \$350,000 for improvements to the Simsbury Center area. The project includes

adjusting drainage and surface elevations and making boat ramp parking improvements on Riverside Rd; restoring the bridge deck on Drake Hill Rd; and a sidewalk/crosswalk bump-out on Hopmeadow. These streets serve businesses, government services, and residents in the center area.

South Windsor received \$500,000 for infrastructure improvements associated with the development of the Connecticut Studios. State and local officials, working in conjunction with a development team, will construct a state-of-the-art movie studio production facility in South Windsor. Connecticut Studios will include 6 to 8 sound stages, a mill building for set manufacturing, as well as executive and production offices. Ancillary development will include a 150 room hotel, retail, and several restaurants. Upon completion, the studio is estimated to create 1,500 film production jobs. During the development phase, over 500 union construction jobs will be created. "Ongoing operations" jobs will total close to 5,000. (All job estimates taken from CERC study on this project).

"This funding is not only important to our town, but also to the entire region as it will help ensure surrounding infrastructure properly supports the exciting Connecticut Studio project. I thank Governor Malloy for recognizing the economic benefits of this important project and his commitment to helping it become a success," said State Representative Tim Larson.

"Economic development is among the most discussed topics in communities throughout the state and that's the case here in South Windsor, where the I-291 gateway has been identified as an area where companies could thrive and create jobs," said State Representative Bill Aman, who represents the 14th General Assembly District. "This grant from the state represents a continuing investment in that effort, and it certainly signals that this community is motivated, organized and ready to work with companies looking for fertile ground."

Sprague was awarded \$500,000 for upgrades to the Hanover wastewater pump station. The pump station supports the residential and commercial community of the Village of Hanover and has been operating on original equipment and structures from the 1970's.

Suffield was awarded \$250,000 to construct roadway improvements on Harvey Lane which serves the Town's industrial area. Harvey Lane is a critical industrial roadway and two of Suffield's largest taxpayers and major employers are located here.

"Upgrades to Harvey Lane will make the town a friendlier place to do business," State Senator John A. Kissel said. "Our focus in Suffield and throughout north-central Connecticut must be jobs, jobs, jobs. These roadway improvements take Suffield in the right direction, and they are much appreciated, especially during these difficult financial times."

"This STEAP grant of \$250,000 provides critical funding for Suffield and will help pay for improving roads in two areas that are significant economic drivers for the town, Harvey Lane, which is an industrial area and Canal Road which houses two elder care facilities along with Canal State park," Rep. Elaine O'Brien (D-Suffield/East Granby/Windsor) said. "I want to thank Governor Malloy for understanding how important STEAP grants are for our small towns which have limited resources to deal with infrastructure costs and other costs."

Thomaston was awarded \$100,000 to purchase and install a generator for an emergency shelter at Thomaston High School. With emergency power generation capacity, the high school can provide the food service, shower facilities, and other functions necessary to accommodate the town's emergency shelter needs.

"I am very pleased Thomaston received this state Small Town Assistance Grant for the purchase and installation of a generator in Thomaston High School. The generator is needed when the high school is mobilized into the town's emergency shelter. Thomaston desperately needs this generator for its overall emergency management plan," said State Representative John Piscopo (R-76, Thomaston, Burlington, Harwinton and Litchfield).

Union received \$202,350 for the reclamation and reconstruction Old Brown Road. The road provides access for 10 homes and several farms and is used for commercial delivery to businesses located in this section of town.

Wethersfield was awarded \$500,000 for improvements to the 111 acre Mill Woods Park. Improvements are part of the 2002 Master Plan for Mill Woods Park and include a new parking area for the little league field, park road reconstruction, and beach drainage improvements.

"Mill Woods Park is the crown jewel of our town parks," State Representative Russ Morin said. "It is a recreation destination in town and this grant will help ensure it shines for years to come."

"Wild weather has wreaked havoc on Mill Woods over the past few years," State Representative Tony Guerrera said. "I am happy the state could pitch in to make sure the park's infrastructure gets some much needed TLC."

Windsor Locks was awarded \$280,000 to construct sidewalks along Main Street and Elm Street to increase pedestrian safety in a high-traffic area. This would complete a 10-year renovation effort of the downtown housing/business district.

"By making Windsor Locks a more walkable and bikable town, we improve the local quality of life and make the town more appealing for area residents and businesses alike," State Senator John A. Kissel said. "We want to be proud of our downtowns, so when Windsor Locks receives an injection of funding like this, we are absolutely thrilled. This is a wise investment which will pay dividends for many years to come, and we thank the administration."

Woodbury was awarded \$148,012 for roadway improvements on Peter Road. These upgrades will improve motorist safety and correct environmental concerns including runoff, erosion, and siltation. Peter Road provides alternate options for drivers and access to western Woodbury during frequent flooding.

Woodstock received \$250,000 to upgrade the Hopkins Road Bridge. This project will prevent road closure and improve safety and road conditions by replacing the narrow, decaying bridge.

"This funding for road improvements will allow the important enhancements of safety on Peter Road in Woodstock," said State Representative Mike Alberts (R-55). "I would like to thank the Governor for making this project and Woodstock a priority."

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For Immediate Release: January 3, 2012

Contact: Juliet Manalan

Juliet.Manalan@ct.gov

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860-770-8298 (cell)

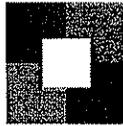
Twitter: [@GovMalloyOffice](https://twitter.com/GovMalloyOffice)

Facebook: [Office of Governor Dannel P. Malloy](https://www.facebook.com/OfficeofGovernorDannelP.Malloy)

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

For Immediate Release

Storrs Center Alliance Announces First Tenants for Storrs Center Mixed Use Town Center

December 13, 2011

(Mansfield, CT) – The first four commercial tenants have signed leases to open businesses in Storrs Center, a new, mixed-use town center under construction in Mansfield, Connecticut, according to Howard Kaufman, Managing Member of LeylandAlliance LLC, master developer of the project. Mr. Kaufman announced that The Dog Lane Café, Froyoworld, Select Physical Therapy, and Storrs Automotive will be among the first to open in 2012 when the first two buildings are completed next summer.

“These respected businesses represent an excellent start to the leasing of Storrs Center. In just a few short months, residents and visitors alike will be able to enjoy an exciting variety of restaurants, services, and shopping in a true university town atmosphere,” stated Mr. Kaufman. “We appreciate the confidence that our future tenants have placed in us, and we applaud the strong commitment of the Mansfield Downtown Partnership, the Town of Mansfield, the University of Connecticut, and the many businesses and residents who share the vision for Storrs Center.”

The Dog Lane Café will be a new venue to be opened by brothers Barry and Brian Jessurun, owners of the The Vanilla Bean Café located in Pomfret and 85 Main Street in Putnam. Plans for The Dog Lane Café call for a menu similar to that of The Vanilla Bean Café – an American menu with grilled items, salads, sandwiches, and daily specials, with an emphasis on seasonal, freshly-prepared food. The design will accommodate year-round business with indoor and

outdoor patio seating. Barry Jessurun states, "Storrs Center should be an excellent home to The Dog Lane Café, and we are hopeful for a warm welcome from old and new friends. We look forward to greeting residents, students, faculty, and visitors when our new café opens next summer."

Froyoworld is Connecticut's first self-serve frozen yogurt lounge, and has a number of locations in the Northeast and Puerto Rico. Froyoworld will feature a rotating array of over forty flavors of non-fat yogurt and dairy free sorbets, twelve of which will be offered daily along with a variety of over 45 toppings. The company's probiotic frozen yogurt contains live active cultures which helps promote the digestive system while helping consumers stabilize a healthy lifestyle. "Froyoworld's frozen yogurt is a healthier cold snack or dessert option." stated Dennis Bok, president of Froyoworld Development of New Haven, Connecticut. "The founders of Froyoworld are University of Connecticut Alumni, and are very excited to expand Froyoworld to Storrs Center. It's a natural location for our company."

Storrs Automotive, an automotive repair business now located at 4 Dog Lane in Mansfield, has a long-established presence in Storrs and is the first "relocation" tenant currently in an existing Storrs site to make a firm commitment to the new "Main Street" development. Rene Schein, who has been owner/operator of Storrs Automotive since 1975, is thrilled to be able to continue and expand her business in Storrs Center. "I'm grateful for the community supporting my business for over 36 years and look forward to the future as my company evolves and I have the opportunity to serve an even larger and more diverse community in the new Storrs Center," said Ms. Schein, who attended the University of Connecticut.

Select Physical Therapy, previously known as Physical Therapy and Sports Medicine Associates, has been providing outpatient physical therapy and sports medicine in Mansfield since 1998 under the direction of Scott Cross, David Hoyle, and Dorinda Miller. Mr. Cross remarked, "We are excited to move into Storrs Center and look forward to continuing our strong presence in the community as a premier provider of sports medicine and physical therapy." For Select Physical Therapy, the location is key. They have been providing athletic training services for E.O. Smith High School for almost 10 years, and they offer aquatic based physical therapy at the Mansfield Community Center, both within walking distance of the new downtown.

Macon Toledano, Vice President of Planning and Development for master developer LeylandAlliance stated, "These four leases are just the beginning. We are working with a mix of different types of businesses as we finalize plans for Storrs Center. The lease process continues with a number of businesses that currently have Letters of Intent to be a part of Storrs Center. This includes the UConn Co-op which plans to lease space for a general bookstore in the second phase to open in summer 2013."

Storrs Center will feature an exciting mix of local, regional, and national businesses to appeal to a broad range of interests and ages. For more information about leasing opportunities, please contact Dan Zelson of Charter Realty and Development at (203) 227-2922 or e-mail him at dan@chartweb.com.

For more information about Storrs Center, visit www.storrscenter.com.

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Storrs Center will be a mixed-use town center and main street corridor at the crossroads of the Town of Mansfield, Connecticut and the University of Connecticut. Located along Storrs Road adjacent to the University, the Town Hall, the regional high school, and the community center, Storrs Center will include a new town square across from the University's fine arts center. The new town center will occupy approximately 17 acres of the overall 47.7 acre site. The remainder of the site will be preserved primarily for open space and conservation. The town center plan will knit thoughtful architecture, pedestrian-oriented streets, and public spaces into a series of small neighborhoods that will make up the new fabric of the town center. Ground floor retail and commercial uses opening onto landscaped sidewalks will reinforce traditional street front activity and will be supported by residences above and shared community spaces. Storrs Center will combine retail, restaurant, and office uses with a variety of residence types, including studios, town homes, condominium apartments, and rental apartments. Structured and surface parking will be provided.

For More Information, Contact: Monica Quigley, Vice President, Sales and Marketing
LeylandAlliance LLC
914-715-5576 mquigley@leylandalliance.com

Cynthia van Zelm, Executive Director
Mansfield Downtown Partnership, Inc.
860-429-2740 vanzelmca@mansfieldct.org

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TOWN OF MANSFIELD
TOWN MANAGER'S OFFICE

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3336
Fax: (860) 429-6863

January 4, 2012

For immediate release

POC: Matthew Hart, (860) 429-3336 x5

**Town of Mansfield Announces Appointment of Leslie B. McDonough as Next
Mansfield Public Library Director**

The Town is pleased to announce that Ms. Leslie B. McDonough has been appointed as the next Director of the Mansfield Public Library. Ms. McDonough was selected following a competitive recruitment process and will begin work in Mansfield on January 30, 2012.

Ms. McDonough is an accomplished professional with over two decades experience as a library director for various Rhode Island municipalities. She has served as the Director of the North Scituate Public Library in Scituate, Rhode Island since 1998, where she has successfully completed a major addition and renovation project while managing the organization through challenging economic times. Ms. McDonough holds a master's degree in library and information science from the University of Rhode Island, a master's degree in archaeology from the State University of New York, Binghamton, and a bachelor's degree in anthropology from the University of Pennsylvania. Matt Hart, Town Manager, states that, "I am excited to announce Leslie's appointment. The various interview panels were impressed with her experience and passion for her field. She strikes me as someone who has great vision and the managerial ability to achieve key initiatives. I believe that she will prove a good fit for Mansfield."

Ms. McDonough succeeds Louise Bailey, who recently retired after many years of dedicated service to the Mansfield Public Library and the town.

The Town is currently planning a reception to welcome Ms. McDonough to the community, and will announce the details on this event at a later date.

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Connecticut Council of Small Towns

Item #16

1245 Farmington Avenue, 101 • West Hartford, Connecticut 06107
Phone (860) 676-0770 • Fax: (860) 676-2662 • E-Mail: info@ctcost.org

December 18, 2011

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

Dear Matt:

Last session, Governor Dannel P. Malloy and state lawmakers were successful in preserving state aid to municipalities despite the state's unprecedented budget challenges. You and your fellow town leaders were certainly "heard and heeded" during these difficult budget negotiations and as a result essential municipal aid programs, including Education Cost Sharing (ECS), Town Aid Road, Local Capital Improvement Program (LoCIP), Pequot-Mohegan grants, and the Small Town Economic Assistance Program (STEAP) – were spared.

Although public officials are now projecting a budget surplus for 2012, given the state's continued economic pressures, town leaders must remain vigilant in protecting critical municipal aid dollars. In addition, two task forces are currently evaluating key municipal aid programs such as ECS and the Pequot Mohegan grant program to make recommendations regarding how municipal aid dollars should be divvied up among towns.

We must also step up our efforts to push for mandate relief measures and oppose any new unfunded mandates on municipalities. The impact of unfunded state mandates on the "municipal bottom line" is becoming an increasingly costly and unmanageable burden.

Clearly, small town leaders will need to have a big voice at the state Capitol this session. As Governor Malloy and legislative leaders begin to consider action on extremely important fiscal policy and mandate relief measures, they will need to hear your views about the impact their plans will have on municipalities. They will also need your input on ways to strengthen governance and improve the delivery of essential public services in Connecticut. To this end, COST is positioning itself to ensure that you and your fellow town leaders have the opportunity to be heard from opening day of the upcoming legislative session until adjournment on May 9, 2012.

Make Your Voice Count at Connecticut's Town Meeting 2012

One powerful way to express your views and advocate policies beneficial to towns is to participate in COST's annual conference, *Connecticut's Town Meeting*. There are plenty of good reasons to attend this event, but chief among them is this: *Connecticut's Town Meeting* is the largest and single-most important annual opportunity for first selectmen, mayors and managers from smaller communities throughout the state to network and decide on their highest-priority legislative concerns.

Connecticut's Town Meeting is THE premier annual policy event for chief elected and appointed leaders representing towns across the state. Be on hand to hear our Governor Malloy's* legislative and fiscal priorities for 2012. Listen to, and discuss, his thoughts, and those of legislative leaders and public officials on funding for essential municipal services, education reform and mandate relief for towns and cities. Ask for answers to questions you think are essential for town leaders to know.

Invite Your Legislators to Attend...to Strengthen Your Impact at the Capital

What makes the COST annual meeting especially unique is that a large number of state representatives and state senators attend the event. They listen to the concerns expressed by COST members and participate in discussions about how you and other town leaders can support efforts to advocate the legislative priorities established during *Connecticut's Town Meeting*.

This forum provides an excellent opportunity to help bridge the gap between town hall and the State Capital. But, we need your help to make this happen. A special, complimentary sign-up form for state legislators accompanies this letter. Please send it with a letter, or fax it with a note, to your legislators urging them to register for this major annual event.

Be a part of the action. Make plans to attend *Connecticut's Town Meeting 2012* on Wednesday, February 22nd from 8:00 AM to 2:00 PM at the Crowne Plaza Hotel & Conference Center in Cromwell. Sign up today to ensure your spot at *the event*. Space is limited and registrations will be processed on a first-come, first-served basis. Accompanying this letter is a registration form for COST's *Connecticut's Town Meeting 2012*. Please complete the form (make copies for others attending from your town) and fax it to COST as soon as possible. The fax number is (860) 676-2662. **Don't forget:** the early-bird (fax/mail) registration deadline is January 13th.

COST Dues for 2012-2013 to Remain the Same

On an entirely different topic, I wanted to let you know that COST membership dues for the next fiscal year will be the same as they are this year – and have been for the past 17 years (during which time the COST staff and Board of Directors have been able to grow the organization substantially in size, scope and effectiveness). Included in this mailing is a dues advisory sheet. Please pass this information on to your Board of Finance or Finance Department. We greatly value your membership and hope you'll be able to include COST in your budget for the next fiscal year.

Thanks again for all your great support and best wishes for a happy and healthy holiday season!

Sincerely,



Bart Russell
Executive Director

* Invited



2012 Connecticut Town Meeting Wednesday, February 22, 2012

- WHO:** Local & state government leaders (and others with a stake in the future of Connecticut's smaller communities)
- WHAT:** Vote on COST's 2012 Legislative Platform (special emphasis on the 2012-2013 budget and its impact on towns, unfunded mandates and more); Top state leaders are being invited to discuss education and municipal funding policies; tour the Exhibitors' Fair, enjoy the awards banquet!
- WHEN:** Wednesday, February 22nd; 8:00 AM to 2:00 PM
Tentative Storm Make-Up Date: March 7
- WHERE:** Crowne Plaza Hotel & Conference Center, Cromwell, CT
- COST:** **Early-Bird Registration received by 1/13**
First registrant: \$65.00 (\$85.00 for non-members)
Additional registrants: \$45.00 (\$65.00 for non-members)
- Registrations received after 1/13**
First registrant: \$85.00 (\$105.00 non-members)
Additional registrants: \$65.00 (\$85.00 for non-members)
- NOTE:** **Registration and the Town Hall Exhibitors' Fair open at 8:00 AM**
General Session begins at 9:30 AM

Name of Town: _____

Attendee Name/Title: _____

Phone: _____ Email: _____

Please e-mail, mail or fax your registration form(s) to COST as soon as possible!
Your registration must be received no later than February 10, 2012.

Mail to: COST, 1245 Farmington Avenue, 101 • West Hartford, CT 06107

Phone: (860) 676-3068 • Fax: (860) 676-2662

Questions: E-mail Kathryn Dube at kdube@ctcost.org



Connecticut Council of Small Towns
1245 Farmington Avenue, 101 • West Hartford, CT 06107
Phone: (860) 676-0770 • Fax: (860) 676-2662 • Email: info@ctcost.org

2012-13 DUES ADVISORY

**Please pay
according to
the following
dues schedule:**

<u>Population</u>	<u>Town Dues</u>
up to 5,000.....	Pay\$725
5,001 to 10,000.....	Pay\$825
10,001 to 15,000.....	Pay\$925
15,501 to 20,000.....	Pay\$1,025
20,001 to 25,000.....	Pay\$1,125
25,001 to 30,000.....	Pay\$1,225

**This is a 2012-13 fiscal year membership dues advisory for budget planning purposes.
PLEASE DO NOT PROCESS THIS FOR PAYMENT.
The Connecticut Council of Small Towns will send a dues invoice for COST membership to your town during May 2012.**

Of the 169 local governments in the State of Connecticut, 139 are suburban and rural jurisdictions under 30,000 in population. Small towns are home to over a million state citizens and taxpayers. The Connecticut Council of Small Towns was founded in the belief that local government leaders from these smaller towns – and their residents – needed a strong voice within the legislative and regulatory decision-making arenas, both in Hartford and in Washington, D.C. Since its establishment in 1975, COST has provided that voice.

Thanks for your strong support of COST, small towns and Connecticut's grassroots governments!

Reinventing Mixed-Use Development

THE LONG ROAD FROM GURLEYVILLE TO “STORRS CENTER”

BY DENNIS HEFFLEY

The picturesque village of Gurleyville lies just over a mile east of the UConn campus. Gurleyville was early America's version of mixed-use development. It housed The Button Box (a small button factory turned antique shop that more recently became an art studio and gallery), a unique granite gristmill that operated until 1941, one of the most attractive barns in Eastern Connecticut (aptly dubbed “Tranquility”), a peaceful streamside graveyard, and a collection of one-off homes from the colonial period onward. Contemporary efforts to reclaim this more integrated pattern of land use can be seen in the nearby Storrs Center project.

Back in the day, Gurleyville residents had little need to travel very far. They typically worked their own farm or labored at the mill, the button factory, or some other local business; bartered with their neighbors for goods and services or shopped at the corner general store (since converted to a family resi-

dence); and fished the Fenton River, which, helped by a glacier or two, had carved the valley and later supplied village residents with their primary sources of water and energy. Life probably has changed less in Gurleyville than in many other parts of the world, but the peaceful, self-sufficient villages that dotted our nation's early landscape eventually gave way to a very different pattern of residential, industrial, and commercial land use.

ON THE MOVE

New products and manufacturing innovations of the 19th century attracted labor from American farms to cities. But the development of new farm equipment, high-yield hybrid plants and heartier livestock, potent fertilizers, and more scientific agricultural methods also boosted crop yields and slashed the need for labor in rural areas. Fewer farm workers could produce substantially more output, providing both surplus labor and extra food to fuel urban growth. Cities

initially flourished as they attracted younger workers from rural areas, but additional population pressure from rapid immigration of the late 19th and early 20th centuries eventually created serious congestion and “incompatible” land use patterns. Once “the place to live,” central cities became a chaotic mix of homes, tenements, shops, factories, warehouses, and more than a few horses, as pictured below.

Responses to the problems were predictable. Wealthier citizens, aided by the auto and improved public transportation, began to move to the suburbs, forming residential enclaves and electing local governments that served their particular interests: better education, attractive parks and public places, and stricter law enforcement, for starters. Suburban communities enacted restrictive zoning laws to promote “orderly development.” However, minimum lot-size restrictions, lower bounds on home sizes, and maximum height restrictions also excluded multi-family structures and increased the price of entry.

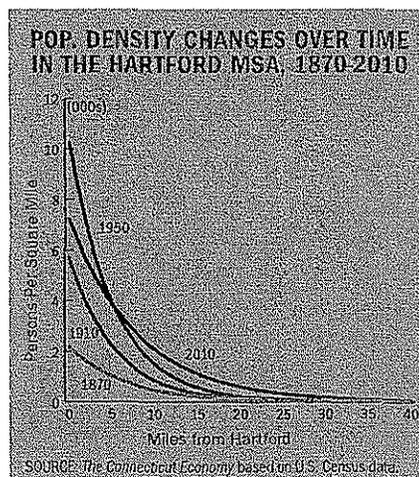
Central cities, left to cope with a poorer population and growing conflicts between residential, commercial, and industrial occupants, tried to reduce the negative spillovers by physically separating activities—establishing zones that permitted only certain types of activities. “Categorical” or “land-use” zoning probably reduced conflicts and complaints, but it also raised transaction costs for city dwellers. Access to work, shopping, and even recreational pursuits became more difficult and more costly, further encouraging city residents to head to the urban fringe. Mixed-use development, which had worked so well in thousands of Gurleyvilles, and even in many low-density cities, was increasingly viewed as a liability in urban, even suburban,



environments and was actively discouraged by state and local land-use policies.

The initial pattern of urban consolidation in the late 1800s and early 1900s, followed by a long period of suburbanization, can be seen in historical population data for the 57 towns that comprise the Hartford Metropolitan Statistical Area (MSA)—the towns in Hartford, Middlesex, and Tolland counties. [Special thanks go to Secretary of State Denise Merrill's office for providing convenient access to historical population data for Connecticut's 169 towns at <http://www.ct.gov/sots>. Click on "Resources," "Connecticut State Register and Manual," then "Local Government."] By recording the distance from each town to the metropolitan center (Hartford) and calculating each town's population density (persons per square mile) at various points in time, we can fit a "density gradient" to the data for each of several time periods: 1870, 1910, 1950, and 2010.

The graph shows several phases in the development of Connecticut's largest metro area. During the late 1800s and early 1900s, the Hartford region was clearly "urbanizing," with population density rising rapidly in and around the urban core, and increasing slowly, or even decreasing, in more rural surrounding areas. Coventry, for example, situated between Hartford and UConn, had a fairly stable population of about 2,000 from the Revolution through 1880, but then started to slowly shed residents until



the 1930s. From then on, it began to feel the "spread effects" of the metro area's suburbanization, growing from 1,554 in 1930 to 12,435 in the 2010 Census. Total population in the city of Hartford, the metro area's central city, peaked at 177,397 in 1950, but fell by nearly a third to 121,578 in 2000, followed by a slight gain to 124,775 in the 2010 Census.

Just as cities had earlier responded to population pressure by adopting tighter land use controls, suburban towns facing the effects of post-war "sprawl" often sought to preserve their more rural character by doing the same. Here, in the suburbs, the emphasis was on density zoning restrictions, which had the dual effects of limiting new development but also excluding poorer households that lacked the necessary "entry fee" to build a big enough home on a sufficiently large lot. However, like central cities, suburban towns also engaged in land-use zoning that separated various activities and effectively precluded, or at least limited, mixed-use development.

RENEWED INTEREST

Once regarded as a planning anachronism, mixed-use development has enjoyed a rebirth of popularity. It has been touted as smart growth, flexible zoning, sustainable development, intensification strategies, zero-commute (or live/work) communities, urban villages, and the "new urbanism," among others. But perhaps the strongest and most influential proponent of mixed-use development, Jane Jacobs, was pushing the idea 50 years ago. Author of *The Death and Life of Great American Cities* (1961) and *The Economy of Cities* (1969), Jacobs was highly critical of the large-scale "urban renewal" projects of the 1950s that often replaced older mixed-use neighborhoods with massive housing projects or commercial centers. Emphasizing the importance of economically integrated patterns of land use, Jacobs argued that economic and social transactions were essential to cities (as well as smaller communi-

ties), and that mixed forms of land use allowed households and businesses to conduct these transactions more efficiently and more effectively.

But mixed-use development also has potential problems, challenges, and its share of critics. It often requires an extraordinary degree of cooperation and coordination between developers, builders, financial institutions, community groups, and various layers of government. Our back page, describing the Storrs Center project adjacent to the UConn campus, attests to this point.

Such projects seldom begin with a piece of raw land, unlimited resources, and no legal constraints. Acquiring a site, obtaining necessary zoning changes and approvals, accommodating existing tenants, securing required funding and permits, not to mention the actual construction in high-traffic areas—all pose a variety of challenges that may extend over a long period. Storrs Center has been more than ten years in the making, and plans will probably not be fully realized for another decade. Mixed-use development, once a natural response to prevailing economic conditions and institutions, as seen in Gurleyville, has necessarily become a more conscious and deliberative process.

Despite the renewed interest of urban economists, geographers, sociologists, and planners in mixed-use development, and its links to other proposals for open-space preservation and regional coordination of land-use policies and public services, there is plenty more to learn from formal studies [see "Mixed-Use Development: A Call for Research," *Journal of Real Estate Literature*, 17 (2009), 205-230], as well as from practical experience. Storrs Center will certainly add to the latter and just might become a model for future mixed-use developments in smaller university towns looking for a few Big City amenities. ■